

- 1 - Agenda
- 2 - Gunnison Golf Club Liquor License
- 3a - Dec 8, 2020 Minutes
- 3b - Dec 22, 2020 Minutes
- 3c - Jan 19, 2021 Minutes
- 4a - CCI Proxy, HHS Steering Committee
- 4b - Annual HUTF Report Form
- 4c - Grant Application, CDPHE
- 4d - CTSI Agreement
- 4e - J&K Services Agreement
- 4f - Grant Application, CDHS
- 4g - Deed Restriction, Unit 6, Rock Creek Village
- 4h - Deed Restriction, Unit 101, Stallion Park
- 4i - Deed Restriction, Unit 9, Rock Creek Village
- 4j - GBSGSC Appointment
- 4k - Airport Grant Application
- 4l - Grant Application; Early Childhood Programs
- 4m - Grant Application; FFTA Funding
- 5 - Calendar
- 6 - STOR Committee Charter and Action Plan
- 7 - Boundary Line Adjustment
- 8 - Townhome Plat
- 9 - Boundary Line Adjustment; Bryant Avenue
- 10 - Grant Application; SCASDP
- 11 - Contract to Buy and Sell Real Estate
- 12 - Climate Change Mitigation Plan
- 13 - Renewable Gas Legislation

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

**DATE:** Tuesday, January 26, 2021

**Page 1 of 3**

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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

- 8:30 am
- Call to Order
  - Alcohol Beverage License #05-07972-0000; Gunnison Golf Club, Inc.; 12/31/2020 thru 12/31/2021
- 8:32 am
- Adjourn

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

- 8:32 am
- Call to Order; Agenda Review
  - Minutes Approval:
    1. December 8, 2020 Regular Meeting
    2. December 22, 2020 Regular Meeting
    3. January 19, 2021 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. 2021 Colorado Counties, Inc. Voting Proxy; Health and Human Services Director Joni Reynolds; Health and Human Services Steering Committee
    2. Colorado Department of Transportation Highway User's Tax Report
    3. Colorado Department of Public Health and Environment; West Central Public Health Partnership; Grant Funding for Regional COVID-19 Work and Public Health Improvements; \$50,000
    4. Colorado Counties Casualty and Property Pool Agreement for Partially Self-funded Program; 1/1/21 thru 12/31/21; \$194,649
    5. Contractor Agreement; J&K Services, Inc.; Janitorial Services at the Gunnison-Crested Butte Regional Airport Terminal; 1/11/21 thru 3/31/21; \$6,375 Monthly
    6. Grant Application; Colorado Department of Human Services; Expansion of Child Care Access
    7. Gunnison County Master Deed Restriction; Unit 6, Rock Creek Village; Lee A Friedman
    8. Gunnison County Master Deed Restriction; Unit 101, Apache Building, Stallion Park Condominiums; Dewey Overholser and Amanda Henderson
    9. Gunnison County Master Deed Restriction; Unit 9, Rock Creek Village; Michael S McIntosh
    10. Appointment Acknowledgements; Gunnison Basin Sage-grouse Strategic Committee; Brandon Diamond, Regular Member; Nathan Seward, Alternate Member
    11. Application for Federal Assistance; Gunnison-Crested Butte Regional Airport; \$14,000,000
    12. Grant Application; Colorado Department of Human Services; Support Expansion of Access to Licensed Early Childhood Programs; \$13,127
    13. Grant Application; Colorado Department of Human Services; Family First Transition Act Funding; \$247,106
  - Scheduling
- 8:35
- County Manager's Reports
    1. Deed Restriction Signatory Authority
- 8:40
- Deputy County Manager's Reports and Project Updates

*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.*

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

**DATE:** Tuesday, January 26, 2021

**Page 2 of 3**

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

- 8:50 • Gunnison County Boards and Commissions Appointments
- 9:00 • Sustainable Tourism and Outdoor Recreation Committee Charter and Action Plan
- 9:05 • Boundary Line Adjustment; Lots 3 and 4, Fairway Park at Skyland
- 9:10 • Townhome Plat; 244 Elk Valley Road; Crested Butte, CO 81224
- 9:15 • Boundary Line Adjustment; 4607 Bryant Avenue and 4566 Bryant Avenue, Crested Butte South
- 9:25 • Application for Federal Assistance, Small Community Air Service Development Program; Gunnison-Crested Butte Regional Airport; \$600,000
- 9:30 • Contract to Buy and Sell Real Estate; 711 N. Colorado St., Unit 4, Gunnison, CO 81230
- 9:35 • **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 COUNTY HOUSING AUTHORITY:**

- 9:45 am • Call to Order
- Delegation of Authority for Real Estate Sales; 25 Elk Valley Road, Crested Butte, CO 81224
- Adjourn

**GUNNISON COUNTY BOARD OF HEALTH MEETING:**

- 9:50 am • Call to Order
- COVID-19 Update
- COVID-19 Vaccinations
- 2019 Vital Records Data
- 2021 Board of Health Meeting Plan
- Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 11:00 am • Climate Change Mitigation Plan
- Renewable Gas Legislation, SB20-150

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

**DATE:** Tuesday, January 26, 2021

**Page 3 of 3**

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

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/84984683550?pwd=ZlI3QUtIbGtnU2owV1I1eVlrVXUvUT09>

Meeting ID: 849 8468 3550

Passcode: 300728

One tap mobile

+14086380968,,84984683550#,,,,\*300728# US (San Jose)

+16699006833,,84984683550#,,,,\*300728# US (San Jose)

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

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**Agenda Item:** Alcohol Beverage License #05-07972-0000; Gunnison

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

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Liquor License Renewal for Gunnison Golf Club Inc dba Dos Rio Golf & Country Club

**Fiscal Impact:**

**Submitted by:** Kathy Simillion

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 1/26/2021

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GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE 05-07972-0000

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

GUNNISON GOLF CLUB INC  
DBA DOS RIOS GOLF & COUNTRY CLUB  
501 COMINO DEL RIO  
GUNNISON, COLORADO 81230

Fee \$100.00

Effective Dates: 12.31.2020 - 12.31.2021

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

Kathy Simillion 1-11-2021  
Gunnison County Clerk Date

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

**DOS RIOS GOLF & COUNTRY CLUB**  
 PO BOX 86  
 Gunnison CO 81230-0086

Fees Due		
Renewal Fee		500.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$ 100 -
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
<b>Amount Due/Paid</b>		<b>\$ 600 -</b>

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

License Name <b>GUNNISON GOLF CLUB, INC</b>		Doing Business As Name (DBA) <b>DOS RIOS GOLF &amp; COUNTRY CLUB</b>		
Liquor License # <b>05-07972-0000</b>	License Type <b>Hotel &amp; Restaurant /</b>	Sales Tax License # <b>05079720000</b>	Expiration Date <b>12/31/2020</b>	Due Date <b>11/16/2020</b>
Business Address <b>2 MI WEST OF Gunnison CO 81230</b>				Phone Number <b>9706411482</b>
Mailing Address <b>PO BOX 86 Gunnison CO 81230-0086</b>			Email	
Operating Manager <b>AL PRYOR</b>	Date of Birth <b>9-2-52</b>	Home Address <b>42 W. Cottonwood Dr. Gunnison, CO 81230</b>		Phone Number <b>512-755-2450</b>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="radio"/> Yes <input type="radio"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input checked="" type="radio"/> Yes <input type="radio"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business <i>AL PRYOR</i>	Title <i>General Manager</i>
Signature <i>[Signature]</i>	Date <i>11-16-20</i>

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

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

Local Licensing Authority For <i>Gunnison County</i>	Date <i>11-30-2020</i>
Signature <i>[Signature]</i>	Title <i>County Clerk</i>
	Attest <i>[Signature]</i>

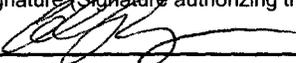
## Tax Check Authorization, Waiver, and Request to Release Information

I, AL PRYOR am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of GUNNISON GOLF CLUB INC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Gunnison Golf Club, INC.</u>		Social Security Number/Tax Identification Number	
Address <u>501 Camino Del Rio</u>			
City <u>Gunnison</u>		State <u>CO</u>	Zip <u>81230</u>
Home Phone Number <u>970-641-1482</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>AL Pryor</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>11-16-20</u>

### Privacy Act Statement

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

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION  
1697 Cole Blvd, Suite 200  
Lakewood, CO 80401**

**GUNNISON GOLF CLUB, INC  
dba DOS RIOS GOLF & COUNTRY CLUB  
2 MI WEST OF  
Gunnison CO 81230**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>05-07972-0000</b>	License Expires at Midnight <b>12/31/2021</b>
License Type <b>HOTEL &amp; RESTAURANT / OPTIONAL (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1697 Cole Blvd, Suite 200 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 1/4/2021 CM

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

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

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**Agenda Item:** December 8, 2020 Regular Meeting

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft 12/8/2020 BOCC meeting minutes are attached for consideration.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/22/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 1

Agenda Date: 1/26/2021

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
December 8, 2020**

The December 8, 2020 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Roland Mason, Vice-Chairperson  
Liz Smith, Commissioner

Matthew Birnie, County Manager  
Katherine Haase, Deputy County Clerk  
Others Present as Listed in Text

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 4:31 pm.

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

**MINUTES APPROVAL:** **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the 10/20/2020 regular meeting, the 11/10/2020 BOCC special meeting and CBOE special meeting, and the 11/24/2020 special meeting minutes. Motion carried unanimously.

1. 10/20/2020 Regular Meeting
2. 11/10/2020 BOCC Special Meeting & CBOE Special Meeting
3. 11/24/2020 Special BOCC Meeting

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Consent Agenda as presented. Motion carried unanimously.

1. Acknowledgment of County Manager Electronic Signature; Intergovernmental Contract Amendment #1; Colorado Department of Human Services, Office of Early Childhood; Contract Number 21 IHIA 159833
2. Consulting Agreement; David Baumgarten; Temporary Professional Consulting Services; 1/1/2021 thru 12/31/2021; \$5,000
3. Alcohol Beverage License; Red Mountain Liquors, Inc., dba Red Mountain Liquors; License #15-15264-0000; 12/20/2020 thru 12/20/2021
4. Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, Mountain Express, and the Regional Transportation Authority Regarding Senior Transportation; \$52,000; 1/1/21 thru 12/31/21
5. Public Service Grant Agreement; City of Gunnison; 11/22/2020 thru 12/31/2020; \$15,000
6. Agreement between Montrose County, Gunnison County, and Advantage Treatment Centers (Montrose); Jail Based Behavioral Services Program
7. CDHS Certification of Compliance – Year 2021; County Personnel and Merit System

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

1. 2021 BOCC Meeting Schedule. The Board informally approved the proposed schedule. It will be scheduled for formal adoption during the 1/12/2021 meeting.

**COUNTY MANAGER'S REPORTS:**

1. 2021 Gunnison County Budget. CM Birnie informed the Board that the Interim Finance Director Juan Guerra was on site and getting up to speed. He planned to attend the budget public hearing at 5:30 pm.
2. Shady Island Update. CM Birnie informed the Board that the County was able to reduce its contracted scope by quite a bit, because our Public Works Department is able to perform some of the necessary work.
3. Library Update. CM Birnie informed the Board that geothermal was planned for installation later in the week. Commissioner Mason asked about engineering related to the boiler, and CM Birnie confirmed that all issues had been resolved.
4. Airport Terminal Update. CM Birnie informed the Board that the design was close to finalization.
5. Capital Projects. CM Birnie reported that the County is currently managing more capital projects than it ever has at one time, and that those projects are successfully moving forward due to proper planning prior to and since the start of the COVID-19 pandemic. Commissioner Houck expressed his appreciation for staff efforts and the continuation of excellent service delivery during the pandemic.

**DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** Deputy County Manager Marlene Crosby was present for discussion.

1. Landfill Hours. DCM Crosby informed the Board that 12/12/2020 would be the final regular Saturday that the landfill would be open. After that date, the landfill will only be open on the first Saturday of each month for the remainder of the winter season.
2. Office Hours. DCM Crosby informed the Board that her office hours have changed to 7:00 am to 3:30 pm with flexible crew schedules.
3. Kebler Trailhead.

- a. Permit Totals. DCM Crosby informed the Board that the first permit was issued on 11/9, and that a total of 54 permits had been issued so far. She had originally planned to limit the permits to 50. On 12/2/2020, she advised staff to stop issuing two permits per residence. The Board agreed with her approach.
  - b. Snowmobile Parking. DCM Crosby informed the Board that the owner of Kebler Korners requested permission to park a snowmobile for 3-4 days at a time. The Board asked DCM Crosby to work with the property owner on some type of special provisional permit.
4. Quarry Update. County Attorney David Baumgarten requested direction on an issue that has been dormant for many years related to a public trail that allows public passage from the Marble-end of the quarry through public and private property, to the Forest Service boundary and across Forest Service land, to the drainage above Mt. Crested Butte. A lawsuit determined that portions of the trail were across private property, which the public did not have the right to cross. One of the trail's amenities was located on the Forest Service end where the public was able to reach a popular destination. In the last number of years, the quarry bought the private pieces of the trail, and it has done work that has obliterated the public trail. The quarry has suggested that they would be willing to grant, to the County, an easement that would allow the public to view a different portal entry. CA Baumgarten expressed apprehension about accepting an easement until the Board, County Manager Birnie and Deputy County Manager Marlene Crosby could observe the easement in person. He also expressed concern about public safety and a trail that is in the midst of an active quarry. The quarry would like to draft and complete the easement before the end of the year, though CA Baumgarten suggested that the Board put the decision off until the next site trip to Marble. The current long-time manager is retiring at the end of the year, and Deputy County Manager Marlene Crosby noted that there is a risk that the new manager will not be supportive of the quarry's request. DCM Crosby agreed to determine whether or not the quarry has any visuals that may assist the Board in deciding. This issue may be added to the 12/15/2020 work session agenda for further discussion.

**HUNTER RIDGE PRELIMINARY PLAN EXTENSION REQUEST:** Community & Economic Development Department Director Cathie Pagano, applicant Jamie Watt, and Michael Dawson, legal counsel for the applicant, were present for discussion.

CEDD Director Pagano reminded the Board that it approved the sketch plan in January, after which the applicants had a year to submit a preliminary plan application. The applicant is authorized to request an extension at least 30 days in advance of the one-year term, and a request for extension has been received. The Board does not have to make a decision on that request for extension within any designated timeline, and an extension may be granted for up to 12 months. CEDD Director Pagano suggested that the Board wait to make any decisions until the Mt. Crested Butte Water and Sanitization District addresses this matter during its 12/16/2020 meeting. Mt. Crested Butte also requested that the Board delay making a decision. Mr. Dawson stated that the extension to submit the preliminary plan was needed, and that all pending issues would be addressed in the preliminary plan. Mr. Watt stated that he hoped to have this completed months ago, but that COVID-19 and meeting schedules have created timing issues. This request will be rescheduled to the 12/22/2020 agenda in order to allow the District time to make their decision about whether or not it can provide service to Hunter Ridge.

**UNSCHEDULED CITIZENS:** There were no Unscheduled Citizens present for discussion.

**BREAK:** The meeting recessed from 5:32 until 6:05 pm in order to hold the below public hearing.

**2021 DRAFT GUNNISON COUNTY BUDGET:** Interim Finance Director Juan Guerra, Accountant Kelly Weak and consultant Marv Weidner were present for discussion.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 5:32 pm, and he outlined the flow that the public hearing would follow, using much of the standard Public Hearing process.
2. Public Notice Confirmation. Clerk to the Board Katherine Haase confirmed that the Public Hearing had been properly public noticed.
3. Identify Ex Parte Communications. N/A

Staff Presentation. CM Birnie stated that the Board received the draft budget in the packet that was distributed last week, which was updated again earlier in the day. CM Birnie expressed appreciation to Accountant Weak for stepping into the budget role in the absence of a Finance Director, and he introduced Interim Finance Director Juan Guerra to the Board.

CM Birnie provided a general summary of changes to the document since it was first presented to the Board. He also explained that the Public Health Fund was in a deficit, so general funds were transferred to bring it out of a deficit.

CM Birnie noted that the Board had previously requested a rationale for the 4% increase in health insurance premiums. He explained that, since the County is self-insured, it is vital to keep sufficient levels in our fund because one large claim can make a negative impact to the fund. In 2020, the

County has seen some serious disease covered, as well as many joint-replacement surgeries. He also stated that our broker was not able to obtain quotes from anyone except our current insurance provider, and that quote represented a \$1M increase in exposure to the County. The consultant suggested that the County increase premiums by 8-10%, and CM Birnie felt that the planned 4% increase would likely not be sufficient in maintaining a 25% ending balance.

- 4. Applicant Presentation. N/A
- 5. Board Questions. N/A
- 6. Public Comments. Chairperson Houck opened the Public Hearing to comments at 5:48 pm, and he asked that each person limit comments to five minutes.

Dave Taylor thanked CM Birnie for the update on health insurance premiums. He asked how bad the year has been, and CM Birnie replied by saying that it was bad enough to prompt a 30% increase in the reinsurance quote. He also stated that the County expects an \$800k increase in claims before the end of the year.

Dave Taylor expressed a desire for Local Marketing District funds to be used to help struggling businesses in our community. He noted that he has seen tourism money spent to help start-up businesses.

Dave Taylor stated that, over the past three years, the County has had a difference of an average of \$6-7M when comparing budgets to actual expenditures. He is concerned about the level of conservatism because fund balances continue to grow. He feels that, through conservative budgeting and the actual results, the County accumulates large balances.

Dave Taylor stated that he did an in-depth analysis on the County's accounting of fund balance percentages, and he does not agree with the calculations. He feels the County has more than adequate resources to do things that the Board may not think believe to be doable. He offered to meet with the commissioners and/or staff in person to discuss.

CM Birnie stated that the general fund fluctuates throughout the year, and it's not on an upward trend. Some individual funds grow as we save money to meet the obligations of specific projects.

Dave Taylor stated that the Road and Bridge fund's lowest balance for many years has been approximately \$2M, even when completing projects.

- 7. Acknowledge Correspondence Received. No additional correspondence was identified.
- 8. Applicant Response. N/A
- 9. Close Public Hearing. CM Birnie confirmed that the current draft would be modified slightly, based on direction from the Board, and it was scheduled for adoption on 12/15/2020. The budget book with performance information will then be created by the end of January to show alignment between dollars and performance. Budget amendments will occur throughout the year as unforeseen revenues arrive. Chairperson Houck closed the Public Hearing at 6:05 pm and immediately reconvened the Gunnison County Board of County Commissioners meeting.

**ADJOURN: Moved** by Commissioner Houck, seconded by Commissioner Smith to adjourn the meeting of the Board of County Commissioners. Motion carried unanimously. The meeting adjourned at 6:06 pm.

\_\_\_\_\_  
Jonathan Houck, Chairperson

\_\_\_\_\_  
Roland Mason, Vice-Chairperson

\_\_\_\_\_  
Liz Smith, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Katherine Haase, Deputy County Clerk

Attest:

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Kathy Simillion, County Clerk

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

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**Agenda Item:** December 22, 2020 Meeting Minutes

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft 12/22/2020 BOCC meeting minutes are attached for consideration.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

appears legally sufficient MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/22/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/26/2021

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
December 22, 2020**

The December 22, 2020 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Roland Mason, Vice-Chairperson  
Liz Smith, Commissioner

Matthew Birnie, County Manager  
Katherine Haase, Deputy County Clerk  
Others Present as Listed in Text

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

**CALL TO ORDER:** Commissioner Houck called the Gunnison County Board of Health meeting to order at 9:00 am.

**COVID-19 UPDATE:** Health and Human Services Director Joni Reynolds informed the Board that case investigations and contact tracings continue. She expressed concern about staff workloads, as managing the COVID-19 response has been a significant and stressful responsibility. Each COVID-19 positive individual has an average of eight contacts.

- Gunnison Valley Hospital. Testing continues at Gunnison Valley Hospital, and HHS Director Reynolds meets with GVH representatives on a regular basis to identify challenges, issues and concerns. A supply of rapid tests is reserved for healthcare workers and urgent patients.
- Test Results. During the last week, positives increased by 56, including an employee at the long-term care facility. During a recent mass testing event, 1,616 people were tested; 1,572 were negative, 44 were positive. About a third of those tests were performed for people who were already in quarantine. The testing results represents a rate that lower than the State positivity rate, as well as being lower that the local weekly positivity rate. Locally, our positivity rate was around 12%, and the mass testing event brought that rate down to about 4.9%. HHS Director Reynolds stated that these results give her confidence in our testing protocols. WSC is planning to do a mass-testing event when the students return after the holiday break.
- Recruiting Assistance. HHS Director Reynolds has recruited people, including employees at the Library District, to assist with contact tracing efforts. She is also looking for people to assist in the Call Center, because she needs it to be the hub of information for vaccines. Her preference would be to staff the Call Center with four people per shift.
- Vaccines and Vaccinations. HHS Director Reynolds stated that 338 individuals have been vaccinated so far, and the clinic saw about 35 people per hour process through the line. We received 300 Pfizer vaccines, but the vials contained excess material, so she was able to stretch it to 338 total vaccines. A total of 600 doses of the Moderna vaccine are scheduled to arrive by the end of the day, and those vials are not expected to contain additional doses. Another 200 vaccination doses are expected to be given on 12/23/2020, then 400 doses on 12/30/2020, and she would like to have 150 people over the age of 75 scheduled for the 12/30/2020 vaccine round. Single doses of the Pfizer and Moderna vaccines are supposed to be upwards of 90% effective, though some sources indicate that they may only be 40% effective, bolstering the need for the second dose. Second doses will be provided at three weeks for the Pfizer vaccine and at four weeks for the Moderna vaccine. Communicating the vaccination schedule to all persons will be challenging, and she used community coordinators for the first round. Additional vaccines may enter the market over time. When we reach Phase III of vaccine delivery, HHS Director Reynolds anticipates that vaccinations will be available at more locations than her department. CVS Pharmacies and Walgreens Pharmacies will be required to make on-site visits to senior health care centers to provide vaccinations to those centers by the end of March 2021. If she does not receive confirmed dates from Walgreens, she will plan to provide first-round vaccinations to senior health

care center staff before the end of December. Vaccines must be administered within 120 hours of thawing.

**PROGRAM UPDATE:** HHS Director Reynolds provided the following updates.

- Community Health Coalition. The Coalition continues to meet, and the group is identifying strategic priorities.
- Tobacco Prevention. The HHS team is working with GCSAPP on tobacco prevention, stats indicate that youth are decreasing tobacco use.
- Multicultural Resources Office. The MRO has been busy, especially due to COVID-19. Staff is busy supporting families through outreach.
- Childcare Assistance. HHS Director Reynolds stated her hope that emergency funds will be available at the State level.
- Suicide Prevention. The suicide rate is lower this year than in 2019, and she will have 2020 data available in early 2021.
- CPR Training. These trainings are currently happening within the community.
- West Central Public Health Partnership (WCPHP). The WCPHP is active in supporting the region, both in the COVID-19 response and in overall public health activities.

**STAFFING UPDATE:** HHS Director Reynolds stated that Kim Bemis was scheduled to retire at the end of the month, so she is looking at ways to cover her work. A family planning employee has been out on extended leave.

**2021 BOARD PLANNING:** HHS Director Reynolds stated that she will put together a schedule with topics, and she will email the draft schedule to the Board for consideration and input.

**ADJOURN:** Moved by Commissioner Houck, seconded by Commissioner Smith to adjourn the Gunnison County Board of Health meeting. Motion carried unanimously. The meeting adjourned at 9:49 am.

#### **GUNNISON COUNTY HOUSING AUTHORITY BOARD SPECIAL MEETING:**

**CALL TO ORDER:** Commissioner Houck called the Gunnison County Housing Authority Board meeting to order at 9:50 am.

**RESOLUTION; AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2020 AND AMENDING THE APPROPRIATION RESOLUTION:** CM Birnie explained that, throughout the year, unforeseen changes will occur, so we adjust our appropriation. Moved by Commissioner Smith, seconded by Commissioner Mason to adopt Gunnison County Housing Authority Resolution #2020-003, a Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2020 and Amending the Appropriation Resolution. Motion carried unanimously.

**ADJOURN:** Moved by Commissioner Houck, seconded by Commissioner Mason to adjourn the Gunnison County Housing Authority Board meeting. Motion carried unanimously. The meeting adjourned at 9:51 am.

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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 9:51 am.

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

**BUDGET AND MILL LEVY ACTIONS:** Kelly was present.

1. Resolution; Amending the Gunnison County Budget for Fiscal Year 2020 and Amending the

- Appropriation Resolution. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve Resolution #2020-41, a Resolution Amending the Gunnison County Budget for Fiscal Year 2020 and Amending the Appropriation Resolution. Motion carried unanimously.
2. Resolution; Setting the Mill Levy for the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2020-42, a Resolution Setting the Mill Levy for the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021. Motion carried unanimously.
  3. Resolution; Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021. Accountant Kelly Weak informed the Board that there was a typo in the meeting portfolio, and that the originals provided for signature were correct. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2020-43, a Resolution Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado, for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021, with a correction in the math that the revenue limit will be reached by a mill levy of 16.206 plus a refund/abatement mill levy of 0.020 for a total mill levy of 16.226. Motion carried unanimously.
  4. Set Gunnison County Mill Levy and Certify All Taxing Entities' Mill Levies to County Assessor. Senior Appraiser Analyst William Spicer was present for discussion and explained that the Board needs to certify all mill levies by motion to the Assessor. He provided five copies for signature. **Moved** by Commissioner Mason, seconded by Commissioner Smith to set the Gunnison County mill levy and certify all taxing entities' mill levies to the County Assessor, as provided in the report, and authorize signature by the Chairperson. Motion carried unanimously.

**MINUTES APPROVAL:** **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the 11/17/2020 regular meeting minutes and the 12/15/2020 special meeting minutes. Motion carried unanimously.

1. November 17, 2020 Regular Meeting
2. December 15, 2020 Special Meeting

**CONSENT AGENDA:** CM Birnie recommended that Item #1 be removed from the consent agenda, due to some guidance received about possibly needing to approve these in a special meeting by the Local Liquor Authority. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the consent agenda, removing Item #1 and move it to a lower part of the agenda and address it today. Motion carried unanimously.

1. *(Note: This item was removed from the consent agenda to be addressed later in the day.)* Alcohol Beverage License #13-37843-000; ND Enterprises, LLC dba Crested Butte Country Club
2. Contractor Agreement; Couture Cleaning, LLC; Janitorial Services at Gunnison-Crested Butte Regional Airport Terminal; 12/14/2020 thru 3/31/2021; \$5,600 Monthly
3. Memorandum of Agreement; Midwestern Colorado Mental Health Center; \$11,000
4. State of Colorado, Department of Human Services Contract; 21 IGHA 164944; Equifax Verification Services; \$287.56
5. Acknowledgment of County Manager Signature; Wright Water Engineers, Inc. Project Agreement
6. Gunnison County Attorney Agreement; Second Amendment; 12/15/2020
7. Amendment No. 3 to Gunnison County Community Integration Agreement; 12/1/2020
8. 2021 Emergency Management Performance Grant, Local Emergency Management Support (EMPG-LEMS) Program Grant Application; Colorado Division of Homeland Security & Emergency Management
9. National Association of County and City Health Officials Grant Application; Building Workforce Capacity of Rural/Frontier Local Health Departments to Respond to COVID-19

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated. Commissioner Mason will be unavailable for the 12/29/2020 meeting.

**COUNTY MANAGER'S REPORTS:**

1. Library Project. The permit application was submitted to the City of Gunnison yesterday. He is working with the City clarify their process.
2. 2013 Certificates of Participation. The County closed on the refinancing, which will save in excess of \$1M over time.
3. Workforce Housing. One of the Estonian units is under contract, and proceeds will be used to repay the loan that the County used for constructing the Elk Valley units.
4. Airport Terminal Project. The large parcel near the airport is under contract. It will be used for the terminal project.

**DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** Deputy County Manager Marlene Crosby was present for discussion.

1. Request for Purchase; Landfill Compactor; \$437,108. The typical life of a compactor is 10 years. This purchase will minimize repair costs because it will be under warranty, and it will increase compact capacity by 6%. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the request for purchase of the landfill compactor for \$437,108, as amended and authorize the Chairperson's signature. Motion carried unanimously.
2. Intergovernmental Agreement for Winter Road Maintenance; County of Montrose, State of Colorado; 1/1/2021-12/31/2021. Extension to this agreement will be on a three-year term, and previous versions were only annual. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the agreement and auth the Chairperson's signature. Motion carried unanimously.
3. Somerset Food Bank. Our local foodbank provides the Somerset Food Bank with \$400 monthly. Commissioner Smith added that the Somerset Food Bank recently received a sizable donation, so it should be sustainable for some time to come.

**SICK LEAVE TRANSFER POLICY DISCUSSION; GUNNISON COUNTY EMPLOYEE HANDBOOK SECTION 4-3(I)(7):** DCM Crosby explained that the Sick Leave Bank Board requested these policy changes:

1. FMLA. Require employees to file for FMLA when requesting a sick leave transfer, because it would guarantee their job for 12 weeks.
2. Donations. Sick leave donations have been low, which may be caused by factors such as having a lot of new employees who aren't yet eligible to donate hours. Thus, the SLB Board would like to modify the maximum allowable donations to 32 hours (up from 24) for employees who have accumulated 160-480 hours of sick leave, and to 64 hours (up from 56) for employees who have accumulated.
3. Hours Approved versus Actually Needed. Employees should only receive the hours actually needed before returning to work, regardless of what was approved by the SLB Board. HR Manager Cheryl Seling will be allowed to extend the authorization to align with pay periods

**Moved** by Commissioner Smith, seconded by Commissioner Mason to amend the sick leave policy as outlined in the provided materials. Motion carried unanimously.

**BREAK:** The meeting recessed from 10:26 until 10:32 am.

**PETITIONS FOR ABATEMENT OR REFUND OF TAXES:** Senior Appraiser Analyst William Spicer was present for discussion.

1. Outdoor Hospitality Solutions II, LLC; #318300002005. SAA Spicer stated that the Assessor's Office and the Petitioner agree on the modification, and it needs Board approval since it is a tax refund of over \$10,000. **Moved** by Commissioner Houck, seconded by Commissioner Smith, for the Petition for Abatement or Refund of Taxes for Outdoor Hospitality Solutions II, LLC, that the corrected amount be \$1,595,090. Motion carried unanimously.

2. Bywater, LLC; #R042120, #R042121, #R042122, #R042138, #R042139, #R042140 and #R042136. Petitioner Joel Wisian participated in the conversation via telephone. SAA Spicer explained that Bywater purchased seven deed restricted lots in April 2019 from the Town of CB. They were exempt from property tax when owned by Town of CB, and the applicable statute requires that the property is considered taxable as of the day it becomes owned by a private entity. The Assessor's Office didn't process the change in time to include it in the regular cycle, so a special notice was sent in March 2020. The Petitioner didn't appeal the valuation, so the property was added to the tax roll. The Petitioner then received a tax bill, which prompted this appeal.

SAA Spicer explained that lots were valued at \$10 per square foot in that area, but they were reduced to \$5.81 per square foot after further consideration. The properties are deed-restricted lots that can only be used for affordable housing. The Petitioner claimed the lots have no value because they were acquired for no money. However, the transfer was part of an extensive plan to build housing on it.

Bywater no longer owns any of the lots, so any tax lien would be on property owned by others. Mr. Wisian felt that any value would come from building the structures, not from owning the land. He said he wasn't notified about a tax and didn't anticipate it. He found out about it when a current owner was trying to refinance and found there was a tax lien on the property. Treasurer Debbie Dunbar noted her concern that, if the Petitioner does not pay the outstanding taxes, she would have to put the burden on the current owners. She agreed not to apply any fees or delinquency charges if all parties can move forward to resolve the issue. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Assessor's recommendation in the corrected value of these seven lots at \$204,390. Motion carried unanimously.

#### **FINANCIAL APPROVALS:**

1. Treasurer's Monthly Report. County Treasurer Debbie Dunbar presented the November 2020 Treasurer's report, an investment report dated November 30, 2020 for discussion and acceptance. **Moved** by Commissioner Mason, seconded by Commissioner Smith to accept the Treasurer's report and authorize the Chairperson's signature. Motion carried unanimously.  
To accept the November 2020 Treasurer's report. Motion carried unanimously.
2. Vouchers and Transfers. Accountant Kelly Weak presented the voucher approval report dated December 22, 2020 and the cash transfer authorization dated November 2020 for discussion and approval. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the vouchers for \$3,481,618.75. Motion carried unanimously. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Cash Transfer for \$5,391,677.51. Motion carried unanimously.

**LOT CLUSTER AGREEMENT AND DECLARATION; SANDRA LEE BRATH LIVING TRUST; LOTS 20, 21, 22, 23, 24 AND 25, TOWNSITE OF WHITE PINE:** Community & Economic Development Department Director Cathie Pagano and Jacob With, legal representative for the property owner, were present for discussion. CEDD Director Pagano stated that a typo excluded Lot 1. The agreement was signed by the property owner, so it would need to be corrected before signature. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Lot Cluster Agreement and Declaration that will be corrected as has been discussed here, and then authorize the use of the Board's signature stamps when the new piece has been corrected and presented. Motion carried unanimously.

**RESOLUTION; VACATING A PORTION OF WASHINGTON AND ALDER STREETS, GUNNISON COUNTY, COLORADO:** DCM Crosby explained that the vacation was approved, and staff was working to with property owners for sign-off of the easement before taking this resolution to the Board. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve Resolution #2020-44, a Resolution Vacating a Portion of Washington and Alder Streets, Gunnison County, Colorado. Motion carried unanimously.

**HUNTER RIDGE PRELIMINARY PLAN EXTENSION REQUEST:** Mike Dawson, legal counsel for the applicant, and Mike Fabbre, representing the Mt. Crested Butte Water and Sanitization District, were present for discussion. CEDD Director Pagano reminded the Board that the request was submitted, but that there were remaining questions related to utilities. The Mt. Crested Butte Water and Sanitization District Board met on 12/16/2020 to discuss this matter, due to the applicant's request for inclusion in the District, and that Board denied the application for inclusion.

CEDD Director Pagano did not believe the Board should approve the extension request, as approval would not be in alignment with the requirements contained within the Gunnison County Land Use Resolution (LUR).

Mr. Dawson stated that the application to the District has been resubmitted and is on the 1/12/2021 District agenda. He wished to clarify that the District did not deny the application, rather it declined to take action based on the ability to annex the project into the town.

Mr. Fabbre clarified that the issue has not yet been cleared for the 1/12 agenda, as the District is still processing and deciding on a path forward. Commissioner Houck asked if the application was denied, and Mr. Fabbre said that his Board would likely consider the status to be a denial since they couldn't get past the first threshold of the decision.

Deputy County Attorney Matt Hoyt did not believe the extension request could be tabled, pursuant to the language in the LUR, as there is a January deadline approaching. **Moved** by Commissioner Houck, seconded by Commissioner Mason, due to the fact that the criteria required for an extension has not been met in the timeframes that are required under the Land Use Resolution that we deny the request for extension. Commissioner Smith acknowledged that this was a difficult decision. Motion carried unanimously.

#### **COMMISSIONER ITEMS:**

##### **Commissioner Mason:**

1. Region 10. During the recent meeting, small business relief programs worth approximately \$35M were discussed. Those funds will be distributed, per capita, to qualified counties. There are strict timelines and guidelines on usage. Also discussed at that meeting were senior-related solutions, such as safe ways for seniors living in care centers to access internet technology to maintain connections with family and friends during the pandemic. More information is available on the Region 10 website.
2. Broadband. There have been discussions related to short-term solutions. One carrier will be bringing services over Cottonwood Pass, and Region 10 is working on this path that will go through Conifer.
3. Housing Authority. A recent meeting included a presentation from Crested Butte on the In Deed Program, which is a deed-restriction-purchase program that places deed restrictions on purchased properties. HUD has taken our area off of the list of areas that are difficult to develop.
4. Sick Leave Bank Board. He attended a recent meeting to discuss policy efficiencies.
5. Pioneer Museum. The Museum recently received the Colorado enterprise zone designation.

#### **UNSCHEDULED CITIZENS:**

1. Celeste Helminski, Chamber of Gunnison Executive Director. Ms. Helminski thanked the County for supporting the community with the Gunnison County Dining Dollars program.

#### **COMMISSIONER ITEMS (continued):**

**Commissioner Smith:**

1. Season's Schoolhouse. Commissioner Smith has been attending meetings to receive updates on new programming that will be offered in the Gunnison Valley Health facility.
2. Food Pantry. Commissioner Smith sat in a recent Food Pantry meeting while strategic planning was discussed. The Pantry is very appreciative of the County's support.
3. Early Childhood Council. The ECC has resources for mental health that she thought might be good to disseminate to the community.
4. CTSI Newly Elected Officials Meeting. During this meeting, Commissioner Smith learned that liquor licenses are supposed to be heard by the Board convening as the Local Liquor Licensing Authority.
5. CCI. She attended a recent meeting, during which there was a beneficial discussion about long-term funding and funding structures for issues like transportation. She also participated in a sales tax administration meeting and learned a great deal about programs she was unaware of previously.

**Commissioner Houck:**

1. Congressional Delegation. He has participated in telephone calls with members of our congressional delegation to emphasize our needs.
2. Gunnison Sage-grouse Strategic Committee. The Committee is moving forward with work related to the lawsuit from environmental groups. Drought and climate are impacting the species, and discussions are ongoing.

**ALCOHOL BEVERAGE LICENSE #13-37843-000; ND ENTERPRISES, LLC DBA CRESTED BUTTE COUNTRY CLUB:** CM Birnie suggested taking action on this application as both the Board and the Local Liquor Licensing Authority, because he is awaiting confirmation about which is needed. **Moved** by Commissioner Houck, seconded by Commissioner Mason to approve the liquor license for Crested Butte Country Club as presented. Motion carried unanimously.

**ADJOURN:** Commissioner Houck adjourned the Board of County Commissioners meeting at 12:08 pm.

**GUNNISON COUNTY LIQUOR LICENSING AUTHORITY:**

**CALL TO ORDER:** Commissioner Houck called the Gunnison County Liquor Licensing Authority at 12:08 pm.

**ALCOHOL BEVERAGE LICENSE #13-37843-000; ND ENTERPRISES, LLC DBA CRESTED BUTTE COUNTRY CLUB:** **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the liquor license a second time, this time as the Local Liquor Licensing Authority for ND Enterprises, LLC dba Crested Butte Country Club. Motion carried unanimously.

**ADJOURN:** Commissioner Houck adjourned the Local Liquor Licensing Authority meeting at 12:09 pm.

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

**CALL TO ORDER:** Chairperson Houck called the Gunnison River Valley Local Marketing District meeting to order at 12:14 pm.

**INNTOPIA SYSTEM AND SERVICES AGREEMENT (DESTIMETRICS); PLAN, INITIATE AND OPERATE A DESTINATION-LODGING RESEARCH PROGRAM; 1/1/2021-12/31/2021; \$31,796:** CM Birnie explained that we contract with Inntopia for provision of lodging data. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Inntopia System and Service Agreement and authorize the Chairperson's signature. Motion carried unanimously.

**CONTRACT RENEWAL; MEMORANDUM OF AGREEMENT; TOURISM AND PROSPERITY PARTNERSHIP; 1/1/2021-12/31/2021; \$2,040,590.51:** Commissioner Smith expressed her appreciation for the data that TAPP provides. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Memorandum of Agreement for the Tourism and Prosperity Partnership to be signed by the full board. Motion carried unanimously.

**ADJOURN:** **Moved** by Commissioner Houck, seconded by Commissioner Mason to adjourn the meeting. Motion carried unanimously. The Gunnison River Valley Local Marketing District meeting adjourned at 12:22 pm.

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Jonathan Houck, Chairperson

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Roland Mason, Vice-Chairperson

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Liz Smith, Commissioner

Minutes Prepared By:

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Katherine Haase, Deputy County Clerk

Attest:

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Kathy Simillion, County Clerk

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

**GUNNISON COUNTY HOUSING AUTHORITY RESOLUTION NO. 2020-003  
A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR  
FISCAL YEAR 2020 AND AMENDING THE APPROPRIATION RESOLUTION**

WHEREAS, at the time of the adoption of the budget for the Gunnison County Housing Authority for fiscal year 2020 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

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

1. Gunnison County Housing Fund. The revenues are increased in the amount of \$55,107 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$55,107 as detailed by account number on Appendix A attached. may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2019-001 and 2019-002 respectively - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2020 and ending December 31, 2020; but except as specifically provided for

herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 22<sup>nd</sup> day of December 2020.

GUNNISON COUNTY HOUSING AUTHORITY

Houck – yes; Mason – yes; Smith – yes.

*(Note: The Appendix may be viewed with the recorded resolution. Formatting prevented inclusion in these meeting minutes.)*

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 2020-41**

**A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2020 AND AMENDING THE APPROPRIATION RESOLUTION.**

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2020 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

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

1. General Fund. The revenues are increased in the amount of \$2,054,931 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$2,090,332 as detailed by account number on Appendix A attached.
2. Human Services Fund. The revenues are increased in the amount of \$1,155,009 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$1,116,912 as detailed by account number on Appendix A attached.
3. Public Health Fund. The revenues are increased in the amount of \$558,756 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$567,689 as detailed by account number on Appendix A attached.
4. Airport Operations Fund. The revenues are increased in the amount of \$1,031,876 as detailed by account number on Appendix A attached.
5. Sales Tax Fund. The expenditures are increased in the amount of \$82,107 as detailed by account number on Appendix A attached.
6. Land Preservation Fund. The expenditures are increased in the amount of \$150,000 as detailed by account number on Appendix A attached.
7. Airport Construction Fund. The revenues are increased in the amount of \$1,054,110 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$1,230,000 as detailed by account number on Appendix A attached.
8. Capital Expenditures Fund. The revenues are increased in the amount of \$1,480,802 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$2,343,123 as detailed by account number on Appendix A attached.
9. Solid Waste Fund. The revenues are increased in the amount of \$27,000 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$27,000 as detailed by account number on Appendix A attached.
10. Internal Service Fund. The expenditures are increased in the amount of \$52,633 as detailed by account number on Appendix A attached.
11. Transportation Authority Fund. The expenditures are increased in the amount of \$1,411,000 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation

resolutions - Resolution Nos. 2019-28 and 2019-29 respectively - for Gunnison County for the fiscal year beginning January 1, 2020 and ending December 31, 2020; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 22<sup>nd</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

*(Note: The Appendix may be viewed with the recorded resolution. Formatting prevented inclusion in these meeting minutes.)*

**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY  
RESOLUTION NO. 2020-42**

**A RESOLUTION SETTING THE MILL LEVY FOR THE COUNTY OF  
GUNNISON, COLORADO, FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021**

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2021, and ending December 31, 2021, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

WHEREAS, the Board of County Commissioners has also appropriated the necessary revenues for the said 2021 fiscal year as authorized by law in accordance with the statutes of the State of Colorado; and

WHEREAS, the Gunnison County Assessor has certified the 2020 total net assessed valuation of \$712,391,650;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following mill levies are hereby established and levied upon the total valuation for assessment of all taxable property within Gunnison County for the fiscal year 2020:

	General Operating	Tax Abatement	Total
General Fund	14.503	.018	14.521
Hospital Fund (GHCC)	1.201	.001	1.202
Human Services Fund	<u>0.502</u>	<u>.001</u>	<u>0.503</u>
	16.206	.020	16.226
 Total Mill Levy			 <u>16.226</u>

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 22<sup>nd</sup> day of December, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY  
RESOLUTION NO. 2020-43**

**A RESOLUTION SETTING THE TEMPORARY TAX CREDIT MILL**

**LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE  
FISCAL YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021**

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2021, and ending December 31, 2021, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

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

WHEREAS, the revenue limit created by the Constitution and the laws of the State of Colorado will be reached by a mill levy of 16.206, plus a refund/abatement mill levy of 0.020 for a total mill levy of 16.226.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that this Board refund the excess revenue raised through a temporary tax credit of .869 mills to be applied to each tax schedule issued by the County Assessor and Treasurer.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 22<sup>nd</sup> day of December, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO  
RESOLUTION NO. 2020-44**

**A RESOLUTION VACATING A PORTION OF WASHINGTON AND ALDER STREETS, GUNNISON  
COUNTY, COLORADO**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (“Board”) has the legal authority to regulate and control the use of, and is the owner of, certain highways and roads in Gunnison County, Colorado; and

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

WHEREAS, the Board has received a request to vacate a portion of Washington Street and Alder Street in townsite of Tincup, County of Gunnison, State of Colorado, described as follows:

Washington Street: That portion of Washington Street adjacent to Lots 1-3, Block 33; Lots 18-20, Block 24; All of Blocks 34 and 25 and that section half way into the Alder Street intersection adjacent to Block 25 and 34.

Alder Street: Half of that portion of Alder Street adjacent to Lot 20, Block 25.

WHEREAS, this is a unique roadway that is not anticipated by the Board to have any other public use other than as a public trail and the vacation shall be subject to a reservation by the Board of County Commissioners of Gunnison County of a public trail; and

WHEREAS, the vacation of the above described portion of Washington Street and Alder Street will not hinder any property owners from having access to their respective land, nor disrupt existing travel modes or anticipated conditions in traffic or development patterns, nor adversely affect health and safety; and

WHEREAS, the Board believes under these unique circumstances that it is in the best interest of the public to vacate those portions of the roadway described below but reserving a public trail as described below; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that the following described portion of Washington Street and Alder Street shall be and hereby is vacated subject to the easement as set forth below:

Washington Street: That portion of Washington Street adjacent to Lots 1-3, Block 33; Lots 18-20, Block 24; All of Blocks 34 and 25 and that section half way into the Alder Street intersection.

Alder Street: Half of that portion of Alder Street adjacent to Lot 20, Block 25.

RESERVING, HOWEVER, a permanent, irrevocable easement to be held by the Board of County Commissioners of Gunnison County, Colorado for public, non-motorized use over and across all portions of Washington Street and Alder Street vacated herein. This reservation for public, non-motorized use specifically includes without limitation: (i) the right for members of the public to use the easement for public, non-motorized ingress and egress over and across the easement area, (ii) the right of Gunnison County to develop and install a public, non-motorized trail on, over and through the easement area, including such erecting signage and performing site improvement as may be appropriate in the sole discretion of the Board, (iii) the right of Gunnison County to use such machinery, equipment and vehicles in the easement area as may be appropriate in the sole discretion of the Board for the purposes of installing, maintaining and replacing any pedestrian trail within the easement area.

FURTHERMORE, this Resolution is made with the following conditions:

1. It is the specific intent of the Board that the vacation of the above described streets and alleys shall accrue to and vest in the record owner(s) pursuant to the provisions of C.R.S. § 43-2-302; and
2. This Resolution shall not be effective until it has been recorded with the records of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 22<sup>nd</sup>, day of December, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

Houck – yes; Mason – yes; Smith – yes.

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

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**Agenda Item:** January 19, 2021 Special Meeting

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft 1/19/2021 BOCC meeting minutes are attached for consideration.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/26/2021

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MEETING MINUTES  
January 19, 2021**

The January 19, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Roland Mason, Vice-Chairperson  
Liz Smith, Commissioner

Matthew Birnie, County Manager  
Katherine Haase, Deputy County Clerk  
Others Present as Listed in Text

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

**VOUCHERS AND TRANSFERS APPROVAL:** Accountant Kelly Weak presented the voucher approval report dated January 19, 2021 and the cash transfer authorization dated December 2020 for discussion and approval. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the vouchers for \$2,156,436.49. Motion carried unanimously. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the cash transfer of \$4,235,745.89. Motion carried unanimously.

**TREASURER'S MONTHLY REPORT:** County Treasurer Debbie Dunbar presented the December 2020 Treasurer's report, the 4<sup>th</sup> Quarter 2020 Interest Report, and the December 31, 2020 Investment Report for discussion and acceptance. **Moved** by Commissioner Mason, seconded by Commissioner Smith to accept the Treasurer's Report and authorize the Chairperson's signature. Motion carried unanimously.

**ADJOURN:** **Moved** by Commissioner Houck, seconded by Commissioner Smith to adjourn the Board of County Commissioners meeting. Motion carried unanimously. The meeting adjourned at 8:34 am.

\_\_\_\_\_  
Jonathan Houck, Chairperson

\_\_\_\_\_  
Roland Mason, Vice-Chairperson

\_\_\_\_\_  
Liz Smith, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Katherine Haase, Deputy County Clerk

Attest:

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

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

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**Agenda Item:** 2021 Colorado Counties, Inc. Voting Proxy; Health

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The BOCC customarily appoints the HHS Director to this steering committee.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

I am not in a position to evaluate whether this meets CCI's proxy requirements; as to the County, I do not see any legal issues.

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/12/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/15/2021

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

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## Memorandum

**To:** Boards of County Commissioners  
**From:** Kristin Dunn, CCI  
**Date:** January 11, 2021  
**Re:** **2021 Voting Proxies for CCI**

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If your county or city and county plans to designate a proxy for any or all of the 2021 steering committees, CCI must have a signed proxy form on file.

**Please complete the attached form and return to CCI  
by January 28, 2021**

**CCI Bylaws  
ARTICLE V**

***Voting Privileges***

**Section 3. Voting By Proxy.** Voting by proxy is allowed at any steering, advisory or ad hoc committee meeting or meetings of sections appointed by the Board of Directors provided that the chair of the board of county commissioners or the city and county equivalent designate at least annually the proxy in writing to the Executive Director. A person so designated may cast a maximum of one vote at any steering, advisory or ad hoc committee meeting or Board appointed section meeting. Proxy voting is otherwise allowed at any other meeting only to the extent otherwise authorized herein, such as expressed by Section 5 of this Article, below.

(Section 5 deals with the Legislative Committee only. Commissioners, Mayors, or Council Members are the only officials who can vote at the Legislative Committee.)

**DESIGNATION OF CCI  
2021 STEERING COMMITTEE PROXY**

*(Please copy this page for more than one designee.)*

**Proxy forms are not needed for  
Commissioners**

As the Board of County Commissioners from

Gunnison County, we hereby appoint

(Name) Joni Reynolds

(Title) Gunnison County Health and Human Services Director

as our proxy for the following CCI steering committee(s):

- Agriculture, Wildlife and Rural Affairs
- General Government
- Health and Human Services
- Justice and Public Safety
- Land Use and Natural Resources
- Public Lands
- Taxation and Finance
- Tourism, Resorts and Economic Development
- Transportation and Telecommunications

**This proxy is effective for any 2021 steering committee meeting when a County Commissioner is not in attendance**

Signed this 12<sup>th</sup> day of January, 2021

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Chair, Board of County Commissioners

**Please email to Kristin Dunn at [kdunn@ccionline.org](mailto:kdunn@ccionline.org)  
by January 28, 2021**

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

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**Agenda Item:** Colorado Department of Transportation Highway User

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This annual report certifies road mileage and is the basis of Highway User's Tax funding distribution for Gunnison County

**Fiscal Impact:** Changes annually but is the primary source of revenue

**Submitted by:** Marlene D. Crosby

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 1/15/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

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# Gunnison Co Signature Sheet

FIPS Code : 051

230.760 miles of arterial streets

598.380 miles of local streets

829.140 total miles of H.U.T. eligible streets

182.560 miles of non H.U.T. eligible streets - Maintained by others

107.550 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2020

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Name Phone

\_\_\_\_\_  
Commissioner Date

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

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

**Agenda Item:** Colorado Department of Public Health and Environme

**Action Requested:** County Manager Signature

**Parties to the Agreement:** CDPHE

**Term Begins:** 1/1/2021

**Term Ends:** 9/30/2021

**Grant Contract #:**

**Summary:**

Continuation funding for WCPHP.  
\$50,000 contract with CDPHE OPHP with HHS on behalf of the WCPHP for regional COVID 19 work and Public Health Improvement.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

**Finance Review:**

Required

Not Required

**Comments:**

Budget will be amended upon receiving funds.

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/14/2021

**County Attorney Review:**

Required

Not Required

**Comments:**

I see no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/20/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/20/2021

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

## PARTNERSHIP INFORMATION

Full Name: Margaret Wacker

Title: West Central Public Health Partnership Coordinator

Email: mwacker@gunnisoncounty.org

Phone: 970-641-7913

Partnership name and/or description: West Central Public Health Partnership (WCPHP)

If different from above, please list the primary contact for the partnership, including name, title and email: (put this in the box)

If different from above, please list the fiscal agent and point of contact, including agency, name, title and email. Jody Wise, Accountant, jwise@gunnisoncounty.org

Which counties/LPHAs/Organizations are or will be part of this partnership?

The Silver Thread Public Health District, Delta, Gunnison, Montrose, Ouray and San Miguel counties.

## PARTNERSHIP FUNDING NEEDS

- **What specific activities and outcomes will your partnership achieve over the next year (Dec 22, 2020-Sept 30, 2021)?**

Since March, the West Central Public Health Partnership (WCPHP) has convened regularly to respond to the COVID-19 pandemic. In our rural region, it has been critical for Region 10 directors to work together and support each agency in a unified response. As we continue to address the pandemic in our communities, we continue to address essential public health needs and services. Looking ahead to the end of the year and into 2021, the partnership will continue to:

- Manage COVID-19 response regionally, including share resources, services, and regional personnel, such as regional epidemiologist and contact tracing/data specialist.
- Build capacity and identify resources to support agencies in addressing COVID-19 and public health improvement plan (PHIP) goals, and potentially other essential services.
- Engage communities within each county to identify needs, understand barriers, and/or learn about experiences during the pandemic to inform updates to COVID response as well as Public Health Improvement Plans.

Outcomes include:

- Updated logic model that unifies regional COVID-19 response and the PHIP
- Revised PHIP to align with current needs and priorities
- (Potential) Logic Model and/or Staffing Gaps Analysis to support LPHA's build capacity
- Summary of findings that highlight community engagement and outreach activities

- **Please state the requested funding amount and a budget narrative explaining how the funding will be used to achieve your outcomes. (Average award amounts are expected to be between \$10,000-50,000.)**

The West Central Public Health Partnership is requesting \$36,000 in funding. The majority of funding will be used for staff time for coordinating WCPHP, building capacity through regional projects, planning and grant applications, and revising and implementing our regional Public Health Improvement Plan, including regional COVID 19 response. Staff time includes the WCPHP Coordinator, WCPHP Health Planner, and WCPHP AmeriCorps member.

- WCPHP Coordinator at 10 hours/week \$20,045
- WCPHP Planner at 12 hours per week, \$13,181
- WCPHP Staff time additional: \$4,400
- WCPHP AmeriCorps staff member: \$4,750
- Contracted Communications for COVID 19: \$2,500
- Travel of WCPHP staff in the region: \$2,350
- Funding may also be used for regional Zoom meetings, possible travel regionally, and Public Health in the Rockies registration, estimated at \$1,200. Computer costs for Gunnison County at \$1,500. Other operating costs like meeting supplies/meals \$74.
- Total Request: \$50,000
- **If this is a newly formed partnership, please describe the original motivation or intent for the partnership.** N/A The WCPHP was formed in 2006.
- **If your partnership has already formed, how would you like to see it improve?**

The mission of the West Central Public Health Partnership (WCPHP) is to build and strengthen public health and environment infrastructure by identifying and implementing collaborative projects that benefit the counties of Delta, Gunnison, Hinsdale, Montrose, San Miguel and Ouray. During these unprecedented times, we believe it is critically important to continue to support each agency in our region through building increased capacity for essential services, revising the Public Health Improvement Plan to meet current needs and priorities, and better engage populations that are disproportionately affected by health inequities.

- **Please describe any existing funding or programs that will be leveraged with this OPHP funding to achieve your goals.**
- Currently the WCPHP is receiving a Protect Our Neighbor Planning grant for the region and this OPHP funding would help the partnership continue that work.
- The partnership also has a regional Epidemiologist from the CDC Foundation, which will be leveraged further through this funding to help facilitate regional efforts.
- The partnership also has an AmeriCorps member through Immunize Colorado who will be further leveraged through this funding.

Comment(s):

**STATEMENT OF WORK**

**I. Entity Name:** Gunnison County Public Health

**II. Project Description:** This project serves to support local, cross-jurisdictional, and regional Local Public Health Agency (LPHA) partnership activities during the current Preventive Health and Health Services Block Grant cycle ending on September 30, 2021. These foundational activities increase efficiencies, economies of scale and collaboration between LPHAs and partners within their jurisdictions by aligning strategic, cross-jurisdictional local public health agency partnerships with the updated Colorado Core Public Health Services and Capabilities model. The updated Colorado Core Public Health Services and Capabilities model is a framework used to modernize government public health to meet a growing population and address complex public health needs. The Covid-19 pandemic has uncovered partnership needs and has created an intense need to do all work more efficiently and effectively. This health project will implement a work plan to coordinate LPHA cross-jurisdictional sharing activities and partnership activities for **West Central Public Health Partnership (WCPHP)** on behalf of the **Silver Thread Public Health District, Delta, Gunnison, Montrose, Ouray and San Miguel counties**. The implementation, monitoring and evaluation of strategic and cross-jurisdictional partnerships and outcomes will benefit the citizens of Colorado.

**III. Definitions:**

1. LPHA: local public health agency
2. CDPHE: Colorado Department of Public Health and Environment
3. CHAPS: Colorado Health Assessment and Planning System
4. OPHP: Office of Public Health Practice, Planning, Local Partnerships

**IV. Work Plan:**

<b>Goal #1:</b> Increase efficiency and effectiveness of Colorado’s public health system by increasing local public health agency capacity to implement, monitor and evaluate strategic, cross-jurisdictional local public health agency partnerships.	
<b>Objective #1:</b> No later than the expiration date of this contract, coordinate <b>West Central Public Health Partnership (WCPHP)</b> on behalf of 6 to build partnership capacity through the completion of regional projects.	
<b>Primary Activity #1</b>	The Contractor shall prepare a partnership work plan.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"><li>1. The Contractor shall prepare a partnership work plan with all partnership members.</li><li>2. The Contractor shall use the CDPHE CHAPS website for assessment and planning guidance.</li><li>3. The Contractor shall attend at least one (1) phone call with OPHP.</li></ol>
<b>Primary Activity #2</b>	The Contractor shall implement the work plan.

<b>Sub-Activities #2</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall coordinate the partnership members to implement the work plan.</li> <li>2. The Contractor shall monitor the work plan once implemented.</li> </ol>
<b>Primary Activity #3</b>	The Contractor shall prepare reports.
<b>Sub-Activities #3</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall prepare a mid-year progress report.</li> <li>2. The Contractor shall prepare a final report.</li> <li>3. The Contractor shall</li> </ol>
<b>Primary Activity #4</b>	The Contractor shall complete partnership specific deliverables
	<ol style="list-style-type: none"> <li>1. The Contractor shall submit: <ol style="list-style-type: none"> <li>a. The updated logic model that unifies regional COVID-19 response and the PHIP</li> <li>b. The revised PHIP to align with current needs and priorities</li> <li>c. Summary of findings that highlight community engagement and outreach activities</li> </ol> </li> </ol>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The partnership work plan shall be aligned with the Colorado Core Public Health Services model. This model is incorporated and made a part of this contract by reference and is available at the following website: <a href="https://drive.google.com/file/d/1pk4id8GIKChw3HoyOwgMDy6Yb5VvAtri/view?usp=sharing">https://drive.google.com/file/d/1pk4id8GIKChw3HoyOwgMDy6Yb5VvAtri/view?usp=sharing</a>.</li> <li>3. The Colorado Core Public Health Services rule 6 CCR 1014-7, Core Public Health Services, effective January 1, 2020 is incorporated and made a part of this contract by reference and is available at the following website: <a href="https://www.sos.state.co.us/CCR/eDocketDetails.do?trackingNum=2019-00101">https://www.sos.state.co.us/CCR/eDocketDetails.do?trackingNum=2019-00101</a>.</li> <li>4. The Contractor shall meet the minimum requirements set forth in the Colorado Public Health Act and the voluntary Public Health Accreditation Board standards. The Colorado Public Health Act is incorporated and made a part of this contract by reference and is available at the following website found at Section 25-1-505 CRS et seq. Title 25 - Public Health and Environment - Article I: Administration - Part 5 Public Health Act - Subpart 2 Public Health Plans: Act) <a href="https://advance.lexis.com/container/?pdmfid=1000516&amp;crd=ce3c1f07-423b-4cb6-b85d-e044d3df3322&amp;func=LN.Advance.ContentView.getFullToc&amp;nodeid=AAZAABAABAAF&amp;typeofentry=Breadcrumb&amp;config=0345494EJAA5ZjE0MDIyYy1kNzZkLTRkNzktYTktMS04YmJhNjBINWUwYzYKAFBvZENhdGFsb2e4CaPI4cak6laXLCWYLB09&amp;action=publictoc&amp;pddocfullpath=%2fshared%2fdocument%2fstatutes-legislation%2furn%3acontentItem%3a5TYF-BMJ0-004D-1233-00008-00&amp;pdtofullpath=%2fshared%2fcontentofcontents%2furn%3acontentItem%3a8001-TOH0-Y905-54R2-00008-00&amp;ecomp=bgqfkkk&amp;prid=bfdefa9a-646d-4963-ae3f-57da52203d6e">https://advance.lexis.com/container/?pdmfid=1000516&amp;crd=ce3c1f07-423b-4cb6-b85d-e044d3df3322&amp;func=LN.Advance.ContentView.getFullToc&amp;nodeid=AAZAABAABAAF&amp;typeofentry=Breadcrumb&amp;config=0345494EJAA5ZjE0MDIyYy1kNzZkLTRkNzktYTktMS04YmJhNjBINWUwYzYKAFBvZENhdGFsb2e4CaPI4cak6laXLCWYLB09&amp;action=publictoc&amp;pddocfullpath=%2fshared%2fdocument%2fstatutes-legislation%2furn%3acontentItem%3a5TYF-BMJ0-004D-1233-00008-00&amp;pdtofullpath=%2fshared%2fcontentofcontents%2furn%3acontentItem%3a8001-TOH0-Y905-54R2-00008-00&amp;ecomp=bgqfkkk&amp;prid=bfdefa9a-646d-4963-ae3f-57da52203d6e</a></li> </ol>

	<ol style="list-style-type: none"> <li>5. The Contractor shall use the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for assessment and planning related activities. This document is incorporated and made a part of this contract by reference and is available at the following website: <a href="https://www.colorado.gov/pacific/cdphe-lpha/chaps">https://www.colorado.gov/pacific/cdphe-lpha/chaps</a></li> <li>6. OPHP will provide technical assistance to the Contractor within five (5) business days of receipt of a question.</li> <li>7. OPHP will provide the work plan template no later than thirty (30) days after contract execution.</li> <li>8. The work plan shall include the following: <ol style="list-style-type: none"> <li>a. Partnership coordination activities.</li> <li>b. Funding distribution to partnership members.</li> <li>c. Regional project goals.</li> <li>d. Regional project objectives.</li> <li>e. Regional project activities.</li> <li>f. FPHS Partnership Capability related performance measures.</li> <li>g. Partnership capacity building performance measures.</li> <li>h. Equity specific performance measures.</li> <li>i. Work plan evaluation measures.</li> </ol> </li> <li>9. OPHP will schedule the phone call with the Contractor no later than fourteen (14) days before the phone call.</li> <li>10. OPHP will provide the mid-year progress report template no later than three (3) months after contract execution.</li> <li>11. The reports shall include input from all partnership member agencies.</li> <li>12. OPHP will provide the final report template no later than thirty (30) days before the end of the contract.</li> <li>13. The Contractor shall update the work plan if proposed outcomes and performance measures are not being met.</li> <li>14. If the Contractor updates the work plan then the Contractor shall submit the revised work plan no later than seven (7) days after the work plan has been updated.</li> </ol>
<p><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. Increased capacity in the coordination and implementation of a local public health agency, cross-jurisdictional partnership.</li> <li>2. Increase alignment between local public health agency cross-jurisdictional partnerships and projects with the new Colorado Public Health Services and Capabilities model.</li> </ol> <p>More efficient and effective delivery of core public health services across multiple jurisdictions that may not occur without the work of the <b>West Central Public Health Partnership (WCPHP)</b></p>
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. Number of completed work plan activities.</li> <li>2. Number of performance measures met in work plan.</li> <li>3. Number of work plan activities that align with the Colorado Core Public Health Capability Partnership operational definitions.</li> <li>4. Final report's answer around the perception of capacity change due to implementation of partnership work plan.</li> </ol>

		<b>Completion Date</b>
<b>Deliverables</b>	1. The Contractor shall submit the partnership work plan via email to the Director of the Office of Public Health Practice, Planning, and Local Partnerships.	No later than January 22, 2021
	2. The Contractor shall attend one (1) phone call scheduled with OPHP staff.	No later than February 12, 2021
	3. The Contractor shall submit the mid-year progress update using a template provided by OPHP via email to the Director of the Office of Public Health Practice, Planning, and Local Partnerships.	No later than four (4) months after contract execution.
	4. The Contractor shall submit the final report using a template provided by OPHP via email to the Director of the Office of Public Health Practice, Planning, and Local Partnerships.	No later than thirty days before the end date of the contract
	5. The Contractor shall submit via email to the Director of the Office of Public Health Practice, Planning, and Local Partnerships. <ul style="list-style-type: none"> <li>a. The updated logic model that unifies regional COVID-19 response and the PHIP</li> <li>b. The revised PHIP to align with current needs and priorities</li> <li>c. Summary of findings that highlight community engagement and outreach activities</li> </ul>	Ongoing and no later than thirty days before the end date of the contract

**V. Additional Provisions:**

**The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order.** Wherever used in the following provisions, “Contractor” and “Vendor” shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

**A. ADDITIONAL PROVISIONS -- Invoicing**

To receive compensation under the Purchase Order, the Contractor shall submit a signed monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <http://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this SOW by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

1. Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page and to:

Michele Shimomura, MS, MPH  
 Director of the Office of Public Health Practice, Planning, and Local Partnerships  
 michele.shimomura@state.co.us

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Purchase Order.

Unless otherwise provided for in the Purchase Order, “Local Match”, if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

**VI. Monitoring:**

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Director of the Office of Public Health Practice, Planning, and Local Partnerships. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable

**VII. Resolution of Non-Compliance:**

The Contractor will be notified in writing within ten (10) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Director of the Office of Public Health Practice, Planning, and Local Partnerships and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.

**VIII. Attestation:**

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

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Contractor Name (Print) and Title

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Contractor Signature

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Date

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

**Agenda Item:** Colorado Counties Casualty and Property Pool Agree

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is an annual contract, supplied by Finance.

**Fiscal Impact:** See contract

**Submitted by:** Katherine Haase

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/19/2021

**County Attorney Review:**

Required

Not Required

Comments:

with issue noted in A/C comments, otherwise appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/26/2021



# Colorado Counties Casualty and Property Pool Agreement for Partially Self-Funded Program Gunnison County

January 1, 2021 through December 31, 2021

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**THIS AGREEMENT** is entered into this 1st day of January, 2021 by and between the Colorado Counties Casualty and Property Pool ("CAPP" or "Pool"), a legal entity formed by intergovernmental agreement under Colorado law, and **Gunnison County** ("County"), a political subdivision of the State of Colorado.

## ARTICLE 1.0 RECITALS

- 1.1 The County is a member in good standing of CAPP and has adopted the CAPP Bylaws and Intergovernmental Agreement (the "Intergovernmental Agreement"), as amended from time to time by the CAPP membership.
- 1.2 The County is current with respect to all of its obligations to CAPP and therefore eligible to participate in CAPP's partially self-funded option program (the "Program").
- 1.3 The County wishes to self-fund through CAPP a portion of its anticipated property and casualty claims for program year 2021 while having CAPP continue to provide claims adjudication and management services and loss control and prevention programs for the County and CAPP is willing to provide such services on the terms and conditions hereafter stated.

## ARTICLE 2.0 TERM

- 2.1 This Agreement shall take effect on January 1, 2021, and shall coincide with the term of CAPP's obligations to pay the retention under the CAPP excess insurance policies (hereafter "Policies"), subject to paragraph 3.7 of this Agreement.

## ARTICLE 3.0 OBLIGATIONS OF COUNTY

- 3.1 The County shall pay CAPP **\$234,331** with equity credit of **(\$29,966)** and discount of CTSI fees in the amount of **(\$9,716)** for a total contribution due of **\$194,649** by January 31, 2021 for insurance coverage and services rendered by CAPP for the period January 1, 2021 – December 31, 2021. For services provided by CAPP after December 31, 2021, pursuant to paragraph 4.1 of this Agreement, the County shall budget, appropriate and irrevocably pledge an annual fee to be determined by the CAPP Board of Directors.
  - 3.2 The County shall budget, appropriate, and irrevocably pledge **50,656** in 2021 and thereafter at least annually shall budget, appropriate and irrevocably pledge additional funds sufficient, which may be determined from time to time by CAPP after consideration of actuarial or other financial reports, for the payment of the first **\$100,000** of each qualified claim and allocated loss expenses per occurrence subject to the Policies ("County self-funded retention"), none of which payments shall be the responsibility of CAPP. For this purpose, allocated loss expenses means all costs, charges, or expenses of third parties
-

reasonably incurred by CAPP, its agents or its employees, which are properly chargeable to a qualified claim including, without limitation, court costs, fees, and expenses of attorneys, independent investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs; and "qualified claims" means those claims for which coverage is provided pursuant to the Policies, subject to any additional coverage limitations imposed by CAPP.

A **\$20,000** claims deposit shall be paid to CAPP by January 31, 2021. Additional funds shall be forwarded to CAPP from time to time based on payments for qualified claims and allocated loss expenses. Interest earned on payments made to CAPP pursuant to this paragraph 3.2 shall be credited to CAPP.

- 3.3 The County shall pay promptly CAPP's invoices pursuant to paragraph 3.2 within fifteen (15) days of receipt. Interest on any overdue payment shall accrue at the rate consistent with the Intergovernmental Agreement.
  - 3.4 It is the parties' intent that at all times CAPP shall have available sufficient funds from the County to pay promptly all proper charges to the County self-funded retention. The parties do not intend for CAPP to be required to advance CAPP funds to pay the County self-funded retention or to perform services if the County fails to provide necessary funds as provided in paragraph 3.2.
  - 3.5 The County agrees that the timely payment of all amounts billed to it pursuant to this Agreement is an obligation of the County under the Intergovernmental Agreement. The County agrees that any failure to so pay, or any failure of the County to comply with any other provision of this Agreement, will result in expulsion of the County from CAPP, and will subject the County to all other remedies and consequences provided for in this Agreement and in the Intergovernmental Agreement.
  - 3.6 If the County is entitled to any credit or payment under Article XI of the Intergovernmental Agreement for any year, and if the County fails to timely pay any amounts due under this Agreement, the Board may, in addition to any other remedies it has, apply against any such amounts due the amount of any credit or payment CAPP owes or may in the future owe to the County as a result of such membership.
  - 3.7 The County's obligations under this Agreement are subject to and conditional upon the County annually budgeting, appropriating, and irrevocably pledging funds as provided in paragraphs 3.1 and 3.2 of this Agreement. However, the County agrees that coverage of the County through CAPP under the Policies and the services to be provided the County by CAPP are conditional upon such annual budgeting, appropriation, irrevocably pledging of funds, and timely payment of all amounts due in accordance with this Agreement and the Intergovernmental Agreement, and upon the County's compliance with all other provisions of this Agreement. The County further agrees that failure by the County to so budget, appropriate, irrevocably pledge, or make such payment or to so comply will result in no coverage through CAPP under the Policies for any pending qualified claims for which the County fails to provide funds or pay fees as provided in this Agreement, will result in cancellation of coverage under the Policies, and will result in termination of any services provided to the County by CAPP under paragraph 4.1.
  - 3.8 The County shall pay the full amount then pledged pursuant to paragraph 3.2 upon the request of the CAPP Board if the CAPP Board reasonably determines that CAPP needs the payment in order to meet applicable regulatory or statutory requirements.
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#### **ARTICLE 4.0 OBLIGATIONS OF CAPP**

- 4.1 For qualified claims of the County under the Policies: CAPP will supervise, administer, manage and provide claims adjudication through County Technical Services, Inc. or such other entity or person as the Board of Directors of CAPP ("Board") may determine, until further notice thereof provided to the County, in accordance with the Intergovernmental Agreement and shall act as the representative of County in all matters related to such services.

#### **ARTICLE 5.0 WITHDRAWAL AND EXPULSION**

- 5.1 Withdrawal or expulsion of the County from CAPP shall not affect the obligations of the County or CAPP under this Agreement.
- 5.2 On or before the effective date of withdrawal or expulsion of the County from CAPP, the full amount then pledged pursuant to paragraph 3.2 shall be paid to CAPP plus such additional amount as the CAPP Board may reasonably determine is necessary to pay the County's self-funded retention until all qualified claims under the Policies are closed and to pay CAPP's costs pursuant to paragraph 5.3.
- 5.3 Upon withdrawal or expulsion of the County from CAPP, CAPP shall retain all pending claim files. The County shall continue to pay CAPP for all costs associated with the County's claims paid through CAPP which are subject to the County's self-funded retention in excess of the payment made pursuant to paragraph 5.2.

#### **ARTICLE 6.0 INFORMATION**

- 6.1 All information developed for or specifically relating to claims servicing for the County, including all source documents, stored data and technical, claims, and other information of any kind, and reports prepared by or for CAPP, are the property of CAPP and remain CAPP exclusive property during the existence of and after termination of this Agreement. The County shall have reasonable access to such information, and the right, upon reasonable request, to copy the same at the County's own expense.

#### **ARTICLE 7.0 GENERAL PROVISIONS**

- 7.1 This Agreement is personal to each of the parties and no party may assign or delegate any of such party's rights or obligations hereunder without first obtaining the written consent of the other party.
- 7.2 Time is of the essence in the performance of the parties' obligations and duties under this Agreement.
- 7.3 If any portion of this Agreement is declared invalid or unenforceable pursuant to a challenge by the County or by any officer, employee, or resident of the County, or by any other person except CAPP, the CAPP Board shall determine whether the Agreement is or is not severable and its decision shall be final. If the Board determines the Agreement is not severable, the entire Agreement shall be terminated effective on such date as the Board may decide, the County's coverage under the Policies shall be terminated as to all pending and future claims as of that date, and all services by CAPP to the County shall be terminated as of that date except for claims adjudication under paragraph 4.1 for claims for which coverage is not terminated under this paragraph, if any exist. Nothing shall prevent the County from obtaining coverage through CAPP in the same manner as other non-self-funded members.
- 7.4 This Agreement does not alter the Intergovernmental Agreement and the County retains all obligations of a CAPP member as set forth therein. The obligations of the County under this Agreement are obligations of the County within the meaning of the Intergovernmental Agreement.
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7.5 This Agreement may be enforced by the parties or by any member, if so authorized by the CAPP Board of Directors. All costs incurred by CAPP in the attempt to collect any amount due under this Agreement, including reasonable attorney fees, court costs, and any arbitration costs, shall be paid by the County. The venue for any court action related to this Agreement shall be the Denver District Court.

7.6 Notices in connection with this Agreement and its Addenda shall be delivered to the following in the case of CAPP:

Colorado Counties Casualty and Property Pool  
c/o County Technical Services, Inc.  
800 Grant St., Suite 400  
Denver, CO 80203

and to the following in the case of County:

CAPP Designated Correspondent

\_\_\_\_\_  
\_\_\_\_\_

7.7 Any functions, powers, and responsibilities of CAPP provided for in this Agreement shall be exercised by the CAPP Board or its authorized designee.

7.8 In addition to any other remedies which may exist, the CAPP Board may submit any dispute under this Agreement to advisory arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association or other Colorado court annexed arbitration system in Denver, Colorado, as the Board may determine.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the following persons authorized to act on behalf of their respective entities, dated and effective as of January 1, 2021.

**COLORADO COUNTIES CASUALTY AND PROPERTY POOL (CAPP)**



John Taylor  
CTSI Executive Director

Date: December 7, 2020

**Gunnison County, Colorado (County)**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

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

By: \_\_\_\_\_  
County Clerk

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

(COUNTY SEAL)

\_\_\_\_\_

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

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**Agenda Item:** Contractor Agreement; J&K Services, Inc.; Janitori

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

**Parties to the Agreement:** Gunnison County and J&K Services, Inc.

**Term Begins:** 1/11/2021

**Term Ends:** 3/31/2021

**Grant Contract #:**

**Summary:**

Contractor agreement for J&K Services to provide janitorial services at the commercial terminal.

**Fiscal Impact:** \$6,375.00 per month

**Submitted by:** Stephanie Williams

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/14/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

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## CONTRACTOR AGREEMENT

This Contractor Agreement (“Agreement”) made effective the \_\_\_\_\_, **2021**, 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 **J&K Services, Inc** (“Contractor”).

### RECITALS

Contractor provides services at the Gunnison-Crested Butte Regional Airport Terminal building (“the airport”), located at 519 Rio Grande Ave, 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 January 11<sup>th</sup> 2021 and shall terminate March 31<sup>st</sup> 2021, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

The airport shall work towards accomplishing and reporting result measure that 90% of departments report that they are “very satisfied” or “satisfied” with janitorial services; 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 the sum of **\$6,375.00 per month**. Those items on the attached **Exhibit A** identified as “extra services”, shall not be completed until the Airport Manager has approved such services and rate of compensation has been agreed upon in writing.
- (b) Invoices shall be prepared monthly by the contractor and delivered to the airport. Payments shall be made by Gunnison County according to the County’s regular payment schedule.
- (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 Eighty Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety Three Thousand and No/100 U.S. Dollars (\$1,093,000).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than \$387,000 for any injury to one person in any single occurrence and in an amount no less than \$1,093,000 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.

7. 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.

8. 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 excluded 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.

9. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. 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.

#### 10. 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.

#### 11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

#### 12. 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: J&K Services, Inc.  
PO Box 542  
Gunnison, Co 81230

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

13. 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.

14. 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.

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

16. 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

**J&K SERVICES INC.**  
P.O. box 542  
Gunnison, CO 81230 US  
(970) 901-6267  
jkserviceinc@gmail.com  
http://www.jkserviceinc.com



## Estimate

**ADDRESS**

GUNNISON CRESTED BUTTE  
REGIONAL AIRPORT  
711 W. RIO GRANDE AVE  
GUNNISON, CO 81230

**SHIP TO**

GUNNISON CRESTED  
BUTTE REGIONAL  
AIRPORT  
711 W. RIO GRANDE AVE  
GUNNISON, CO 81230

**ESTIMATE # 1555**

**DATE 01/08/2021**

ACTIVITY	QTY	RATE	AMOUNT
<b>Cleaning service:JANITORIAL SCOPE OF SERVICE</b> JANITORIAL SCOPE OF SERVICE Gunnison Crested Butte Regional Airport Monthly Service Cost  DAILY DUTIES: <ul style="list-style-type: none"> <li>• Empty wastebaskets</li> <li>• Sweep and dust mop Lobby and Stairs (wet mop as needed)</li> <li>• Disinfect water fountains</li> <li>• Vacuum carpets</li> <li>• Spot clean carpets as needed</li> <li>• Clean entrance doors and glass</li> <li>• Wipe all counter tops with disinfectant</li> <li>• Clean all sinks</li> <li>• Restrooms <ul style="list-style-type: none"> <li>o Clean and sanitize toilets and urinals; bowls, seats, stool, and flush handles.</li> <li>o Wet mop floors</li> <li>o Clean sinks and counters</li> <li>o Clean tile walls and partitions</li> <li>o Replenish restroom supplies</li> </ul> </li> <li>• Wipe down desk tops, do not disturb items on desks</li> </ul> WEEKLY DUTIES <ul style="list-style-type: none"> <li>• General dusting and spider web cleaning; baseboards, bookcases, windows, etc...all dust collecting surfaces and tops of walls where spider webs accumulate</li> </ul>	1	6,375.00	6,375.00

ACTIVITY	QTY	RATE	AMOUNT
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- Dust/Polish stainless steel on baggage claim
- Clean telephones
- Vacuum upholstered furniture
- Clean and polish lobby furniture
- Clean blinds as needed
- Mop lobby

Mid-day Shift Scope of work  
 Focusing on bathroom sanitation and restock  
 Door sanitation  
 Spot vacuum  
 Spot mop  
 Empty some waste baskets as needed

Weekend shift - Saturday and Sunday  
 (JANITORIAL SCOPE OF SERVICE  
 Applicable)

**ANNUAL DUTIES**

- Clean the interior glass
  - re-seal floors in Lobby if needed
  - Shampoo all carpets
- Additional Services- to be authorized and priced as needed, work not to commence until authorized.
- Example • Shampoo upholstered furniture
- Clean light fixture diffusers
  - Treat and polish all wood doors, trim, and window sills with lemon oil.
  - Shampoo carpets in lobbies and hallways
  - Deep clean all tile floors and walls

**Notes:**

- Janitors will keep all bathroom supplies stocked and will order and inventory as required.
- Facilities Maintenance staff may occasionally note cleaning required or areas that have been missed or where cleaning is deficient. Such requests are considered part of regular duties and do not constitute request for extra services.
- Janitors required to ensure doors and windows are locked and closed and lights are off before leaving.
- Janitors will note maintenance needs and report them to Facilities Maintenance staff.
- Janitors shall be issued keys to the facility and to private offices, keys are to remain in control of the individual they are assigned to. If other keys are required for additional staff please contact Facilities Maintenance.
- The services performed under this contract shall be performed in such a manner that is consistent with public health and safety and to

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

properly  
 maintain the equipment, furnishings, and  
 property of the County  
 - Services shall be performed in a manner that  
 does not interfere with operations or hinder  
 County employees in the completion of their  
 work.

---

	TOTAL		<b>\$6,375.00</b>
--	-------	--	-------------------

Accepted By

Accepted Date

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

**Agenda Item:** Grant Application; Colorado Department of Human Se

**Action Requested:** Other County Manager Approval to apply

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:** 6/30/2022

**Grant Contract #:**

**Summary:**

CDHS is allocating more funding for HHS and the ECC to expand child care access. 18 months of funding and a little more than \$13,000.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

**Finance Review:**

Required

Not Required

Comments:

Budget will be amended upon receiving funds.

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/14/2021

**County Attorney Review:**

Required

Not Required

Comments:

We need to see the grant agreement itself before being able to provide a recommendation on whether it is legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/20/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

## Colorado Department of Human Services - Office of Early Childhood (OEC)



### Budget Template Instructions

#### **General Instructions:**

The Budget Template - Should be used to explain how an agency plans to use OEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDHS/OEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"

The information contained in each expenditure category helps OEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

#### **Contact Information**

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

**Agency Name:** Enter agency's name

**Budget Period:** Enter budget/ project period dates

**Project Name:** Enter the project name

**Program Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Fiscal Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Personnel Services (Salaried Employees and Hourly Employees)**

It is OEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

**Column A: Position Title**

Example 1: Project Coordinator (salaried)

Example 2: Project Administrator (hourly)

**Column B: Description of Work**

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

**Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project**

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

\$	60,000	*Gross Annual Salary
	22%	Fringe %
\$	13,200	*Fringe (\$60,000 x 22%)
\$	73,200	Annual Salary + Fringe (\$60,000 + \$13,200)
	100%	*Percent of Time on Project
\$	73,200	Amount Requesting from OEC (automatically calculates)

\*Enter into the Budget Template

**Column G: Total Amount Requested from OEC**

This column should reflect the amount the agency is requesting from OEC for each employee working on the project.

**Total Personnel Services (including fringe benefits)**

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from OEC.

**Contractors/Consultants (payments to third parties or entities)**

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. OEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

**Column A: Item**

List the name of subcontractor

Example 1: ABC Training, Inc.

**Column B: Description of Item**

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

**Column G: Total Amount Requested from OEC**

This column should reflect the amount the agency is requesting from OEC for each subcontractor.

**Total Contractors/Consultants**

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from OEC.

## Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the OEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. OEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

### **Column A: Item**

List the item in this column: i.e., mileage, lodging, meals, airfare

### **Column B: Description of Item**

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined.

### **Column G: Total Amount Requested from OEC**

This column should reflect the amount the agency is requesting from OEC for each travel line.

### **Total Travel Expenses**

This row should total Travel Expenses the agency is requesting from OEC.

**Supplies & Operating Expenses**

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

**Column A: Item**

This column should list the item to be used in support of the Work Plan. Noted below are a two examples from the example in Attachment A - Work Plan

Example 1: Training Materials - TND materials for 225 youth for 3 schools

Example 2: Telephone lines/long distance and Internet services

**Column B: Description of Item**

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Includes work book and other necessary supplies. Work book = \$15/student ( $\$15 \times 225 = \$3,375$ ) and teacher supplies (paper, markers, flip chart, etc...) \$20/9 sessions ( $\$20 \times 9 = \$180$ )

**Column G: Total Amount Requested from OEC**

This column should reflect the amount the agency is requesting from OEC for each supply item.

**Total Supplies & Operating Expenses**

This row should total the Supplies & Operating Expenses the agency is requesting from OEC.

**Modified Total Direct Costs (MTDC)**

This row should total the amount of all Modified Total Direct Costs the agency is requesting from OEC.

**Please Note:** Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

**Indirect Costs**

Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate.

**Column A: Item**

Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado.

**Column B: Description of Item (description is not necessary for the negotiated rate agreement)**

Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.

**TOTAL**

This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from OEC for the project.



**COLORADO**  
Office of Early Childhood  
Department of Human Services

**Colorado Department of Human Services  
Office of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Gunnison-Hinsdale Early Childhood Council
<b>Budget Period</b>	Feb 1, 2020 - June 30, 2022
<b>Project Name</b>	Emerging and Expanding Child Care Grant Program

<b>Program Contact Name, Title</b>	Lana Athey - GHECC Co-Coordinator
<b>Phone</b>	970-642-4667
<b>Email</b>	<a href="mailto:lathey@gunnisoncounty.org">lathey@gunnisoncounty.org</a>
<b>Fiscal Contact Name, Title</b>	Jody Wise, Senior Accountant
<b>Phone</b>	970-641-7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>

**PLEASE READ INSTRUCTIONS INCLUDED IN TAB A OF THIS SPREADSHEET PRIOR TO COMPLETING TAB B TEMPLATE**

<b>Expenditure Categories</b>					
<b>Personnel Services - Salaried Employees</b>					<b>FY 2021-2022</b>
<b>Position Title/ Employee Name</b>	<b>Description of Work and Fringe Benefits include: SSEC, MCARE, RETIREMENT,</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Total Amount Requested from CDHS</b>
Co-Coordinator/Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants,	\$59,030	\$12,210	11%	\$7,836
Corrine Jaeger Quality Improvement Coach	Outreaches to childcare providers and FFN caregivers, provides direct coaching and training for childcare providers and some	\$57,491	\$4,597	3%	\$1,863
					\$0
					\$0
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$9,699</b>
<b>Contractors/Consultants (payments to third parties or entities)</b>					<b>FY 2021-2022</b>
<b>Name</b>	<b>Description of Item</b>				<b>Total Amount Requested from CDHS</b>
					\$0
					\$0
					\$0
					\$0
<b>Total Contractors/Consultants</b>					<b>\$0</b>

<b>Travel</b>		<b>FY 2021-2022</b>
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDHS</b>
		\$0
		\$0
		\$0
<b>Total Travel</b>		<b>\$0</b>
<b>Supplies &amp; Operating Expenses</b>		<b>FY 2021-2022</b>
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDHS</b>
Advertising	Newspaper, Radio, and Social Media Ads	\$1,000
Office Supplies	Printer Cartridges, pens, folders, etc.	\$400
Incentives	Incentives for completing Pre-Licensing trainings and other professional development offered by the council	\$2,028
<b>Total Supplies &amp; Operating Expenses</b>		<b>\$3,428</b>
<b>Training and Technical Assistance</b>		<b>FY 2021-2022</b>
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDHS</b>
		\$0
		\$0
<b>Total Training and Technical Assistance</b>		<b>\$0</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$13,127</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>		<b>\$13,127</b>
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		
<b>Indirect Costs</b>		<b>FY 2021-2022</b>
<b>[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]</b>		
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDHS</b>
Negotiated Federal Indirect cost rate	N/A	
State Federal Indirect cost rate	N/A	

0% de minimis Indirect rate:	N/A	
		<b>Total Indirect</b> \$0
		<b>TOTAL</b> \$13,127

\*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)

## Statement of Work (SOW)

**Gunnison Hinsdale Early Childhood Council**  
**220 N. Spruce Street**  
**Gunnison, CO 81230**

**1-Feb-21**

### Introduction/Background

*The Gunnison Hinsdale Early Childhood Council works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions*

### Scope of Work

*The Gunnison Hinsdale Early Childhood Council (GHECC) will advertise for the new emerging and expanding childcare grant throughout Gunnison and Hinsdale Counties. Through social media ads, newspaper ads and articles, and radio ads the Council will work to engage those interested in become a licensed childcare provider in the program and encourage currently licensed programs to apply for funding to support expansion in order to increase the number of licensed childcare slots in the two counties that we serve. A portion of the funding will also support incentives that will be awarded to Family, Friend, and Neighbor caregivers for registering in the Colorado's Professional Development Information Systems and completing pre-licensing trainings.*

### Period of Performance

The timeframe for this ccope of work is February 1st, 2021 through June 30th, 2021.

### Work Plan

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	<p><i>The GHECC will increase the communities awareness and understanding of the emerging and expanding childcare program as well as encourage interested individuals to apply for grant to help support the opening of a licensed childcare and/or expansion of a licensed childcare program.</i></p> <p><i>Several social media posts, newspaper ads, and radio announcements will be released to raise awareness around the emerging and expanding childcare program.</i></p> <p><i>The GHECC will engage at least 2 individuals interested in becoming a licensed family childcare home provider and support these individuals in creating a PDIS</i></p>				
Key Activity A: Advertising for the Emerging and Expanding Childcare Program					
Tasks	Time Period (Complete	Deliverable	Measurement	Person(s) Responsible	Budget Category

Targeted ads will be placed on the GHECC's social media platform and shared through community groups.	30-Jun-21	Monthly Social Media Ads	Number of Social Media Ads, community engagement around social media ads	GHECC Co-Coordinator	Supplies and Operating Expenses
Targeted ads will be placed on the local newspapers promoting the new emerging and expanding childcare program	30-Jun-21	Bi-monthly Newspaper Ads	Number of newspaper ads	GHECC Co-Coordinator	Supplies and Operating Expenses
A radio campaign will be created advertising for the new emerging and expanding childcare program	30-Jun-21	Quarterly Radio Ads	Radio add is completed and broadcasted	GHECC Co-Coordinator	Supplies and Operating Expenses
<b>Key Activity B: Outreach to current licensed programs</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach will be done to current licensed programs to encourage expansion	6/30/2021	Outreach is completed through direct conversations and emails	Number of current licensed childcare facilities that apply for expansion grant funding	GHECC Co-Coordinator	Personnel
<b>Key Activity C: Outreach and support will be provided to Family, Friend, and Neighbor caregivers in Gunnison and Hinsdale Counties.</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach will be completed to notify current Family, Friend, and Neighbor Caregivers of the Expanding and Emerging Childcare program.	6/30/2021	The GHECC will complete outreach to current family, friend, and neighbor caregivers through monthly education sessions already offered through the GHECC.	Number of FFN caregivers contacted and informed	GHECC Co-Coordinator	Personnel

The GHECC will incentivize FFN Caregivers to register in PDIS and complete several pre-licensing trainings	6/30/2021	Gunnison and Hinsdale County FFN caregivers are registered in PDIS and have completed some precicensing trainings	Number of FFN caregivers registered in PDIS	GHECC Co-Coordinator	Supplies and Operating Expenses

**Schedule/Milestones**

The GHECC will promote the Expanding and Emerging Childcare Program through several outlets including our GHECC Email distribution lists, social media, local newspaper, and the local radio. At least 20 promotions will be realised by June 30, 2021.

The GHECC will engage at least 5 current FFN caregivers in Gunnison and Hinsdale Counties and encourage each to register in PDIS and complete pre-licensing trainings by June 30, 2021.

The GHECC will support current licensed providers and interested individuals in their emerging and expanding application. The GHECC plans to support at least 1 current provider in an application to expand their program by June 30, 2021.

**Acceptance Criteria**

The acceptance of all deliverables will reside with the Office of Early Childhood (specific program). The designated program manager will monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager will either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

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

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**Agenda Item:** Gunnison County Master Deed Restriction; Unit 6, R

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The attached documents were created by the Gunnison Valley Regional Housing Authority.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

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**GUNNISON COUNTY MASTER DEED RESTRICTION**

THIS GUNNISON COUNTY MASTER DEED RESTRICTION (“Restriction” or “Restrictions”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by LEE A. FRIEDMAN (the Grantor), and each the Gunnison Valley Regional Housing Authority of Gunnison, Colorado, and Gunnison County (the “Beneficiaries”) which are duly organized under and by virtue of the laws of the State of Colorado. The Owner and Beneficiaries are sometimes referred to herein collectively as the “Parties.” This Restriction replaces and supersedes in its entirety that certain Gunnison County Housing Authority Deed Restrictions Rock Creek Village recorded on August 10, 2004 at Reception No. 544968 in the Office of the Gunnison County Clerk and Recorder.

1. Property Subject to Deed Restriction. The following real property (the “Property”) is hereby made subject to these Affordable Housing Restrictions (“Restrictions”):

**UNIT 6, ROCK CREEK VILLAGE, IN ACCORDANCE WITH THE RECORDED DECLARATION AND PLAT, GUNNISON COUNTY, COLORADO, BEING THE “FINAL PLAT OF ROCK CREEK VILLAGE A COMMON INTEREST COMMUNITY WITHIN LOTS 2 AND 23, THE MEADOWS, PHASE 2-R, CITY OF GUNNISON, GUNNISON COUNTY, COLORADO” RECORDED ON OCTOBER 4, 2001 AT RECEPTION NO. 514875 OF THE RECORDS OF THE GUNNISON COUNTY CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, AND THE DECLARATION OF GRANTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROCK CREEK VILLAGE, RECORDED ON OCTOBER 4, 2001 AT RECEPTION NO. 514874 OF THE RECORDS OF GUNNISON COUNTY, COLORADO.**

Commonly known as **1414 ROCK CREEK ROAD, GUNNISON, CO 81230**

WHEREAS, the Beneficiaries, acting as the declarant, intend to create a valid and enforceable covenant running with the land that assures that all of the Property hereby existing or to be developed on the Property will be used solely by individuals who are either Qualified Owners or Qualified Occupants (as such terms are hereinafter defined), subject to limited exceptions provided for herein; and

WHEREAS, both the Grantor and the Beneficiaries recognize the public need for attainable and affordable housing for the workforce and working families of Gunnison County, particularly within the Gunnison Valley; and

WHEREAS, under this Restriction the Grantor and Beneficiaries intend, declare, and covenant that the regulatory and restrictive covenants set forth herein governing the use of the Property described and provided for herein shall be and are hereby made covenants running with the land and are intended to be and shall be binding upon the Beneficiaries and Grantor, and all subsequent owners of such Property for the stated term of this Restriction, unless and until this Restriction is released and terminated in the manner hereafter described.

2. Definitions

i. AREA MEDIAN INCOME (AMI) means the median income for Gunnison County adjusted for household size, as established and defined in the most recent annual schedule published by the U.S. Department of Housing and Urban Development (HUD).

ii. CAPITAL IMPROVEMENT means any fixture erected as a permanent improvement to the Property excluding repair, replacement, maintenance costs, and sweat equity.

iii. COUNTY shall mean the Board of County Commissioners of Gunnison County, Colorado.

iv. GUIDELINES mean the most current Gunnison Valley Regional Housing Authority Housing Guidelines or Gunnison County Housing Guidelines if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, in effect at the time of closing on a sale or transfer of the Property or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time and attached hereto as Exhibit A.

v. FIRST MORTGAGE means a deed of trust or mortgage that is recorded senior to any other deeds of trust or liens against the Property to secure a loan used to purchase the Property by a Mortgagee.

vi. HOUSEHOLD means one or more persons who intend to live together on the Property as a single housekeeping Property.

vii. HOUSING AUTHORITY means the Gunnison Valley Regional Housing Authority. Unless expressly stated otherwise in this Deed Restriction, "Housing Authority" shall refer to the Gunnison Valley Regional Housing Authority, except that if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, "Housing Authority" shall refer to the County.

viii. MAXIMUM RESALE PRICE means the maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from the Beneficiaries that is determined in accordance with the provisions of Section 6.iii of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

ix. MORTGAGEE means any bank, savings and loan association, or any other institutional lender that is licensed to engage in the business of providing purchase money mortgage financing for residential real property and that is the beneficiary of a deed of trust or mortgage encumbering the Property.

x. NON-QUALIFIED OWNER or NON-QUALIFIED TRANSFEREE means an Owner that is not a Qualified Owner.

xi. NET WORTH means the estimated sum of the assets of the Qualified Owner or Qualified

Occupant. The term *Asset* refers to liquid assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. The most recent Assessed Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid assets such as personal belongings or intangible assets will not be included in the asset limitations for each income category.

xii. OWNER means the Grantor and any subsequent buyer, heir, devisee, transferee, grantee, owner or holder of title to the Property, or any portion of the Property.

xiii. PURCHASE PRICE means all consideration paid by the purchaser to the seller for the Property.

xiv. QUALIFIED OWNER means a natural person who meets the following requirements at the time that he/she takes initial ownership interest or transfer of interest in the Property as qualified by the Beneficiaries:

a. Has maintained his/her primary and sole residence in Gunnison County, Colorado for six (6) consecutive months immediately preceding taking initial ownership or transfer of interest in the Property or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Beneficiaries; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Beneficiaries; and

c. Except as provided for in Section 4.i.b. and 4.1.c., does not own any interest in other improved residential property(s). A purchaser who owns residential real estate must convey all interest in said residential property(s) prior to taking initial ownership or transfer of interest of the Property; and

d. A qualified household shall not have a net worth that exceeds four (4) times the income based on the AMI applicable to actual household size of a prospective purchaser, such AMI set by HUD annually and adjusted for household size.

e. Income restrictions are applicable at the time of qualification and shall be verified by the Beneficiaries. Income guidelines are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial ownership or transfer of interest the combined household income shall not be less than 70% of AMI and shall not exceed 100% of AMI; and

f. Shall occupy the Property as his/her sole and exclusive primary residence

at all times during the ownership of the Property.

xv. QUALIFIED OCCUPANT means a person who meets the following requirements at the time he or she takes initial occupancy of the Property as qualified by the Beneficiaries:

a. Has maintained primary and sole residence in Gunnison County, Colorado for three consecutive months immediately preceding taking initial occupancy of the Property or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Housing Authority; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Beneficiaries; and

c. Except as provided for in Section 4.i.a. and 4.i.c., does not own any interest in other improved residential property(s). An occupant who owns residential real estate must convey all interest in said residential property(s) prior to taking initial occupancy of the Property; and

d. A qualified household shall not have a net worth that exceeds two (2) times the income based on the AMI applicable to actual household size of a prospective occupant, such AMI set by HUD annually and adjusted for household size; and

e. Income restrictions are only applicable at the time of occupancy and shall be verified by the Beneficiaries. Income restrictions are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial occupancy, the combined household income shall not be less than 70% of AMI and not exceed 100% of AMI; and

f. Shall occupy the Property as his/her sole and exclusive primary residence.

xvi. TRANSFER means an act of a party, or of the law, by which the title to a Property is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title, except that, this definition does not include any transfer of an interest by the Beneficiaries.

If reviewed and approved in writing by the Beneficiaries prior to occurrence the following transfer(s) are exceptions to the definition, provided that the new Owner, other than an estate, shall use the Property as his/her principal residence:

- a. A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also a Qualified Owner.
- b. A transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a transfer is made to a spouse who is also a Qualified Owner.

3. Restriction Runs with the Land. This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, each of the Beneficiaries, and their successors and assigns, and this Restriction shall bind the Beneficiaries and all subsequent Owners and occupants of the Property. Each Owner and Qualified Occupant, upon acceptance of a deed or lease to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the Owner's period of ownership or Qualified Occupant's tenancy, as may be appropriate. Each and every Transfer or lease of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance. The Beneficiaries shall hold their interest as tenants in common, except that neither Beneficiary may sell, transfer or assign their interest in the Restriction without the express written permission of the other, and neither beneficiary shall agree to relieve any Owner or Qualified Occupant of their obligations under the Restriction without the express written consent of the other. If one of the Beneficiaries ceases to exist, that Beneficiary's interest in the Restriction shall be deemed to be assigned to the remaining Beneficiary.

4. Ownership, Use, Occupancy and Rentals.

i. Ownership.

- a. Qualified Owner(s). The ownership of the Parcel is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) which shall include the parties described and approved as set forth in Section 4.ii. In the event that the Property is occupied without compliance with this Restriction, the Beneficiaries shall have the remedies set forth herein, including but not limited to the rights under Section 8 herein.
- b. Employee Housing. Upon the written consent of the Beneficiaries, which consent may be recorded, a non-qualifying natural person or entity that owns or operates a business located in and serving the county may purchase the Property, provided, however, that by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the Property to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the Property for such Owner's own use or leave the Property vacant except as otherwise provided herein.
- c. Rental Projects. Upon the written consent of the Beneficiaries, which consent may be recorded, a non-qualifying natural person or entity may own the Property for the

purpose of operating a rental project. However, by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the Property to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the property for such Owner's own use or leave the Property vacant except as otherwise provide herein.

ii. Use and Occupancy. Except as provided for in Section 4.i.b and 4.i.c here in, the use and occupancy of the Property is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) or Qualified Occupant(s), his or her spouse and child(ren) and other immediate family members.

iii. Rental of Property.

a. Qualified Owner(s). An owner may not, except with prior written approval of the Beneficiaries' conditions of approval, rent the Property to a Qualified Occupant(s) for no less than six (6) months and no more than one (1) year and occurring not more than once every five (5) years. All rentals must comply with the current Guidelines.

b. Employee Housing. A non-qualifying natural person or entity that owns he Property, pursuant to Section 4.i.b, may rent the Property for any period of time. All renters must be Qualified Occupants. Any occupancy of the Property pursuant to sections 4.i.b and 4.iii.b shall not exceed two persons per bedroom, unless the Beneficiaries approves otherwise.

c. Rental Projects A non-qualifying natural person or entity that owns the Property, pursuant to Section 4.i.c, may rent the Property for any period of time. All renters must be Qualified Occupants. Any occupancy of the Property pursuant to Sections 4.i.c and 4.iii.c shall not exceed two persons per bedroom, unless the Beneficiaries

iv. Roommates. The requirements of this Restriction shall not preclude the Owner from sharing occupancy of the Property with non-owners on a rental basis provided that the non-owner(s) is also a Qualified Occupant. Owner continues to occupy the Property as his/her sole and primary residence and meets the obligations contained in this Restriction, including the definition of Qualified Owner or Qualified Occupant. Short-term rentals/roommates are strictly prohibited.

v. No Indemnification or Waiver of Immunity. Nothing herein shall be construed to require either of the Beneficiaries to protect or indemnify the Owner against any losses attributable to a rental including, but not limited to, non-payment of rent or damages to the Property; nor to require either of the Beneficiaries to obtain a Qualified Occupant for the Owner in the event that none is found by the Owner. In addition, nothing herein shall be construed as a waiver by either of the Beneficiaries governmental immunity provided by the Colorado Governmental Immunity Act or other applicable law.

vi. Initial Finance and Refinance Restriction.

- a. At the time of the purchase of the Property the original principal amount of any indebtedness secured by a First Mortgage shall not exceed an amount equal to one hundred percent (100%) of the Purchase Price paid for the Property by that Owner, subject to the Guidelines.
  - b. An Owner may refinance a First Mortgage that encumbers the Property with the consent of the Beneficiaries; provided, however, that the original principal amount of any refinanced indebtedness secured by a First Mortgage shall not exceed an amount equal to ninety-seven percent (97%) of the then current Maximum Resale Price limit.
- vii. Ownership Interest in Other Residential Property. Except with respect to a Non- Qualified Owner permitted to purchase a Property as set forth in Section 4, if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property in or out of the County, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred twenty (120) days of its listing required hereunder, then the Owner shall immediately list his or her Property for sale pursuant to Section 8.v. of this Restriction. In the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties that constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Section 4.vii. provided that the Owner is not occupying any of the inventoried properties for residential or commercial purposes.
- viii. Compliance. Any Owner of the Property is required to comply with annual certifications to the Beneficiaries that they are in compliance with the requirements of this Restriction. The Housing Authority acknowledges and recognizes that the income and net worth of a Qualified Owner or Qualified Occupant may increase over time, however, such increases over the maximum income and net worth requirements at initial purchase or occupancy shall not constitute a default of this Restriction.
- ix. Any owner or prospective buyer must agree to and execute the Notice of Lien form attached hereto as Exhibit B.
5. Initial Purchase Price. Upon completion of construction of the Property, the Property shall be sold to a Qualified Owner, except as provided for in Section 4.i. of this Restriction, at an affordable Purchase Price as determined by the Guidelines.
6. Transfer of Property.
- i. Resale. No Transfer of the Property shall occur subsequent to the original purchase from the County or the Beneficiaries, except upon full compliance with the procedures set forth in this Section 6. In the event the Property is sold and/or conveyed without compliance

with this Restriction, such sale and/or transfer shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

ii. Notice of Intent. The Property shall not be sold or transferred without prior submission by the Qualified Owner to the Housing Authority of a written Notice of Intent to Sell or Transfer Affordable Housing Unit as set forth in Exhibit C attached hereto.

iii. Maximum Resale Price.

a. The initial purchase price of the Property shall be the basis for calculating the Maximum Resale Price in accordance with this Restriction and the Guidelines in effect at the time of listing the Property for sale.

b. The Maximum Resale Price of the Property shall be limited to be no more than the following calculation:

The Maximum Resale Price may not exceed the sum of: (i) the Purchase Price paid by the Owner for the Property, plus: (ii) an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually) from the date of the Owner's purchase of the Property to the date of the Owner's Notice of Intent to Sell the Property; plus (iii) an amount equal to any special improvement district assessments, if applicable and not transferable, paid by the seller during the seller's ownership of the Property; (iv) the cost of Permitted Capital Improvements made to the Property by the Owner as set forth in Exhibit D attached hereto.

c. Permitted Capital Improvements. The amount for Permitted Capital Improvements shall not exceed ten per cent (10%) of the original purchase price for an initial ten (10) year period. For every ten (10) year period from the date of the original purchase and Covenant, another ten (10) per cent of the purchase price may be added to the value of the Property for Capital Improvements. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit C hereto shall qualify for inclusion. Seller's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.

d. Pursuant to the Guidelines, each Owner shall be responsible for ensuring that at the Transfer of his or her Property, the same is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property. Prior to the sale of the Property the Beneficiaries are authorized to take necessary actions and incur necessary expenses for bringing the Property into saleable condition. Such actions and expenses include, but are not limited to, cleaning the Property and making necessary repairs to or replacements of appliances and/or Property fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting

fixtures, and/or correcting any health or safety violations on the Property. Expenses incurred by the Beneficiaries to bring the Property into a saleable condition shall be itemized and documented by the Housing Authority and deducted from the Owner's proceeds at closing of the Transfer of the Property.

- e. No Owner shall permit any prospective purchaser to assume any or all of the Owner's closing costs. No Owner shall accept anything of value from a prospective purchaser except for the Maximum Resale Price before, during or after closing of the Transfer of the Property.
  - f. Nothing in this Restriction represents or guarantees that the Property will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market, the Property may be re-sold for less than the Maximum Resale Price.
- iv. Beneficiaries Right to Acquire Ownership - Right of First Refusal. The initial Owner and each subsequent Owner shall not transfer the Property, or any part thereof, without first offering same to each of the Beneficiaries for purchase. Each of the Beneficiaries shall have a right of first refusal to purchase the Property as follows:
- a. If an Owner receives any offer to purchase or ends any offer of sale for the Property for any amount less than or equal to the Maximum Resale Price, each of the Beneficiaries shall have the absolute right of the first refusal to purchase the Property at the offered sales price. This right of first refusal will first be granted to the county, using the form attached here to as Exhibit E, and then the Gunnison Valley Regional Housing Authority, using the form attached hereto as Exhibit F, only if the County does not exercise its right of first refusal.
  - b. Each of the Beneficiaries shall have the option to exercise its right of first refusal, with the County prevailing as detailed in 6.iv.a., by executing a written and binding commitment to purchase the Property within twenty-one (21) days after each of the Beneficiaries receives written Notice of Intent to Sell or Transfer Affordable Housing Unit by Owner. The commitment to buy shall set a closing date within a reasonable period of time.
  - c. Each of the Beneficiaries shall have the right to inspect the Property prior to exercising its right of first refusal. If the Property is damaged there shall be a decrease in the sales price of the Property equal to the amounts necessary to bring the Property into saleable condition as reasonably determined by the Beneficiaries, including but without limitation cleaning, painting, replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures.

- d. In the event neither of the Beneficiaries executes a written and binding commitment to purchase the Property within said twenty-one (21) day period, this right of first refusal shall expire.
  - e. If the Owner does not sell or otherwise transfer the Property, the terms and conditions of this right of first refusal shall again apply to any subsequent sale or transfer of the Property.
  - f. The right of first refusal shall be in full force and effect from the date of initial sale in perpetuity. Any sale or attempted transfer of the Property effected without first giving both of the Beneficiaries the right of first refusal described above shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
- v. Beneficiaries Made Whole. No transfer of the Property shall occur unless and until each and every encumbrance, debt or liability owed by the Owner to the Beneficiaries is fully satisfied.

7. Foreclosure

- i. It shall be a breach of these Restrictions for an Owner to default in the payments or other obligations due or to be performed under a promissory note secured by deed of trust encumbering the Property. The Owner hereby agrees to notify the Beneficiaries, in writing, of any notification Owner receives from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, within five (5) calendar days of Owner's notification from lender, or its assigns, of said default or past due payments
- ii. Upon receipt of notice as provided herein, the Beneficiaries shall have the right, in its sole discretion, to solely or jointly cure the default or any portion thereof, thereby becoming the Curing Party. In such event, the Owner shall be personally liable to the Curing Party for past due payments made by the Curing Party, together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one (1) per cent, and all actual expenses of the Curing Party incurred in curing the default. In the event the Owner does not repay the Curing Party within sixty (60) days of notice that the Curing Party has cured the Owner's default, the Owner agrees that the Curing Party shall be entitled to a lien against the Property to secure payment of such amounts. Such a lien may be evidenced by a notice of lien setting the amounts due and rate of interest accruing thereon, and such notice of lien may be recorded in the real property records of Gunnison County, Colorado, until such lien is paid and discharged. The Curing Party shall have the additional right to bring an action to foreclose on the Property for the payment of the lien set forth in this section 7.ii.

iii. In the event of a foreclosure on a promissory note secured by a first deed of trust on the Property, or any Property, and the issuance of a public trustee's deed by the holder of such note and deed of trust ("Holder"), or the acceptance by Holder of such note and deed of trust or a deed in lieu of foreclosure of the Property, and Holder's subsequent recordation of the same in the Office of the Gunnison County Clerk and Recorder, the Beneficiaries may acquire the Property by exercising that certain "Option to Purchase," the copies of which is attached hereto as Exhibits E and F. In the event that the Option is not exercised by either of the Beneficiaries, this Deed Restriction shall be released and shall be of no further force or effect.

8. Default/Breach

i. In the event either of the Beneficiaries has reasonable cause to believe an Owner is violating the provisions of these Restrictions, that entity, through its authorized representatives, may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Owner with no less than 24 hours written notice.

ii. The respective Beneficiary shall send a notice of violation to the Owner, with a copy to the other Beneficiary, detailing the nature of the violation and allowing the Owner fifteen (15) days to determine the merits of the allegations, or to correct the violation. In the event the Owner disagrees with the allegation of violation of these Restrictions, the Owner may request, in writing, a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee or some similar body convened by the County if the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee ceases to exist or is replaced. If the Owner does not request a hearing and the violation is not cured within the fifteen-day period, the Owner shall be considered in violation of these Restrictions.

iii. Whenever these Restrictions provide for a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee, such hearing shall be scheduled by the Beneficiaries within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of the Beneficiaries shall be a final decision, subject to judicial review.

iv. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of these Restrictions or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of these Restrictions, the prevailing party shall be awarded its damages, expenses and costs, including reasonable attorney's fees.

v. In the event the Property is sold and/or conveyed without compliance with the terms of these Restrictions, such sale and/or conveyance shall be wholly null and void and shall

confer no title whatsoever upon the purported buyer. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to these Restrictions.

vi. In the event an owner fails to cure any breach of these Restrictions, each of the Beneficiaries may resort to any and all available legal or equitable actions, including but not limited to specific performance of these Restrictions, an injunction against future sale(s) in violation of these Restrictions, or eviction of noncomplying owners and/or occupants.

vii. Eliminating Resale Gain. In the event of a breach of any of the terms or conditions contained herein by an Owner, his or her heirs, successors or assigns, the Owner's initial purchase price of the Property shall, upon the date of such breach as determined by either of the Beneficiaries, automatically cease to increase as set out in Section 6.iii. of this Restriction, and shall remain fixed until the date of cure of said breach or until the Owner repays the Curing Party.

9. In the event of a dispute between the Beneficiaries regarding interpretation, enforcement or otherwise of this Restriction or any portion of it, the position of Gunnison County shall prevail.

10. General Provisions

i. These Restrictions shall constitute covenants running with the Real Property as a burden thereon, for the benefit of, and shall be specifically enforceable by each of the Beneficiaries and/or its respective successors and assigns, as applicable. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, or eviction of noncomplying owners and/or occupants.

ii. Equal Housing Opportunity. Pursuant to the Fair Housing Act and each of the public policy, the Housing Authority shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability or sexual orientation in the lease, sale, use or occupancy of the Property.

iii. Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

iv. Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the owner. The owner shall also notify, in writing, the Beneficiaries of any change in address.

To Beneficiaries: Gunnison county Manager  
200 E. Virginia Avenue  
Gunnison, Colorado 81230  
Fax: 970-641-3061

AND

Gunnison Valley Regional Housing Authority  
Executive Director  
202 E. Georgia Avenue  
Gunnison, Colorado  
Fax: 888-406-1360

To Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Subsequent Owners: At the address maintained in the records of the  
Gunnison County Assessor’s office

- v. Whenever possible, each provision of these Restrictions and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of these Restrictions shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of such document.
- vi. These Restrictions and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.
- vii. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- viii. Owners and subsequent owners agree that he or she shall be personally liable for their participation in any of the transactions contemplated herein and that he or she will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of these Restrictions or any agreement or document relating hereto or entered into in connection herewith.
- ix. Any modifications of these Restrictions shall be effective only when made by a duly executed instrument by the Beneficiaries and an Owner and recorded with the Clerk

and Recorder of Gunnison County, Colorado. Notwithstanding the foregoing, the Parties agree that the Beneficiaries may amend these Restrictions where deemed necessary to effectuate the purpose and intent of these Restrictions, so long as both Beneficiaries agree to such amendments.

EXECUTED, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

By: \_\_\_\_\_  
Jennifer Kermode, Executive Director

State of Colorado            )  
  ) ss.  
County of Gunnison         )

The foregoing Gunnison Valley Regional Housing Authority Affordable Housing Deed Restriction for been acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jennifer Kermode, Executive Director of the Gunnison Valley Regional Housing Authority

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

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

By: \_\_\_\_\_  
Jonathan Houck, Chairperson

By: \_\_\_\_\_  
Roland Mason, Vice Chairperson

By: \_\_\_\_\_  
Elizabeth Smith, Commissioner

ATTEST:

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



**EXHIBIT A**

# **GVRHA AFFORDABLE HOUSING GUIDELINES**

Adopted by GVRHA Board of Directors April 13, 2020

## **Table of Contents**

<b>MISSION AND VISION STATEMENTS &amp; PURPOSE</b>	<b>1</b>
<b>GUNNISON VALLEY REGIONAL HOUSING AUTHORITY PLAN</b>	<b>1</b>
<b>PART I: INCOME CATEGORIES, EMPLOYMENT, ASSET AND RESIDENCY REQUIREMENTS</b>	<b>2</b>
SECTION 1: INCOME CATEGORIES	2
SECTION 2: INCOME TESTING AND INCOME CALCULATION	2
SECTION 3: ASSET TESTING AND LIMITATIONS	4
SECTION 4: EMPLOYMENT AND RESIDENCY REQUIREMENTS	5
<b>PART II: OWNERSHIP, USE, OCCUPANCY AND RENTALS</b>	<b>7</b>
SECTION 1: OWNERSHIP, USE, OCCUPANCY	8
SECTION 2: RENTALS	9
<b>PART III: PURCHASING AFFORDABLE HOUSING</b>	<b>10</b>
SECTION 1: LOTTERY PROCESS FOR PURCHASING	10
SECTION 2: FIRST-COME, FIRST-SERVED PROCESS	12
SECTION 3: MAINTAINING ELIGIBILITY FOR OWNERSHIP OF AFFORDABLE HOUSING	13
<b>PART IV: REALES OF DEED-RESTRICTED PROPERTIES</b>	<b>13</b>
<b>PART V: INFORMATION FOR DEVELOPMENT OF AFFORDABLE HOUSING</b>	<b>15</b>
SECTION 1: INITIAL SALES PRICE CALCULATION FOR-SALE PROPERTIES	15
SECTION 2: INITIAL SALES PRICE CALCULATION RENTAL PROPERTIES	16
SECTION 3: PARTNERSHIP OPPORTUNITIES WITH GVRHA	16
<b>PART VI: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS FOR FULL RESALE VALUE, PERMITTED CAPITAL IMPROVEMENTS, INSURANCE REQUIREMENTS</b>	<b>19</b>
SECTION 1: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS	19

<b>SECTION 2: PERMITTED CAPITAL IMPROVEMENTS</b>	<b>21</b>
<b>SECTION 3: INSURANCE</b>	<b>23</b>
<b>PART VII: DEED MONITORING/COMPLIANCE MATTERS</b>	<b>23</b>
<b>SECTION 1: DEED MONITORING</b>	<b>23</b>
<b>SECTION 2: COMPLIANCE MATTERS</b>	<b>24</b>
<b>PART VIII: DISCRIMINATION, GRIEVANCE PROCESS, EXEMPTION REQUESTS</b>	<b>28</b>
<b>PART IX: DEFINITIONS</b>	<b>30</b>

## **MISSION AND VISION STATEMENTS & PURPOSE**

*"The Gunnison Valley Regional Housing Authority's mission is to advocate, promote, plan and provide the long-term supply of desirable and Affordable Housing in Gunnison County in order to maintain a well-rounded community."*

*GVRHA Mission Statement Adopted January 16, 2013*

*"Our vision is to support the quality of life and economic vitality of the unique communities in the Gunnison Valley by increasing housing choices and opportunities for our local residents."*

*GVRHA Vision Statement Adopted April 10, 2019*

It is the intent of the Regional Housing Authority to provide Affordable Housing opportunities for persons who are currently or have actively been employed or self-employed in Gunnison County, and who also provide goods and services to individuals, businesses or institutional operations in Gunnison County.

Periodically the Gunnison Valley Regional Housing Authority ("GVRHA") establishes these Guidelines that govern the development of, admission to and occupancy of deed-restricted Affordable Housing units for residents throughout Gunnison County. These Guidelines support the GVRHA's goals and are not intended to supersede Codes of Gunnison County, the City of Gunnison, the Town of Crested Butte, the Town of Mt. Crested Butte and the International Building Code.

These Affordable Housing Guidelines respond to housing needs in communities throughout Gunnison County. The Guidelines are used to:

- Review Land Use Applications
- Establish Affordable Housing Income Categories
- Establish Affordable Housing Rental Rates
- Establish Affordable Housing Sales Prices
- Establish Criteria for Qualifying and Occupancy of Units
- Provide Information, Support and Process for Developing Affordable Housing
- Provide information on Monitoring and Compliance

NOTE: These Affordable Housing Guidelines will remain in effect until such time as the Board of Directors for the Gunnison Valley Regional Housing Authority Board approve new or amended Guidelines.

## **GUNNISON VALLEY REGIONAL HOUSING AUTHORITY PLAN**

The Guiding Principles and Housing Goals and Objectives for the Gunnison Valley, as stated in

the GVRHA Regional Housing Plan adopted by the Board of Directors April 10, 2019 will be reviewed and revised by the GVRHA Board of Directors on a periodic basis. The GVRHA will promote equal opportunity in housing throughout Gunnison County.

## **PART I: INCOME CATEGORIES, EMPLOYMENT, ASSET AND RESIDENCY REQUIREMENTS**

These Guidelines identify categories of income levels for Gunnison County Households for the purpose of establishing initial sales prices and rental rates for new housing. These categories correlate to income levels by Household size provided by the US Dept of Housing and Urban Development (HUD) and the U.S. Census Bureau known as Area Median Income (AMI) for Gunnison County on an annual basis. The GVRHA will post the annual AMIs on their website when made available by HUD.

### **SECTION I: INCOME CATEGORIES**

Category 1	Very-Low Income Limits	≤ 50% AMI
Category 2	Low Income Limits	≥ 51% - ≤ 80% AMI
Category 3	Moderate Income Limits	≥ 81% - ≤ 100% AMI
Category 4	Middle Income Limits	≥ 101% - ≤ 120% AMI
Category 5	Upper Income Limits	≥ 121% - ≤ 200% AMI

#### *Determining Household Size*

HUD's AMI categories are further defined by Household size. For the purpose of calculating initial sales prices, the Household size will be calculated by using one and one-half (1.5) persons per bedroom of the unit to be built. For the purpose of establishing rental rates, the number of bedrooms of the rental unit will determine Household size.

### **SECTION 2: INCOME TESTING AND INCOME CALCULATION**

Income testing refers to the verification of the annual Household income of a prospective purchaser or tenant who wishes to qualify for a deed restricted unit. Income testing shall only be done at the time of qualification for initial purchase or initial occupancy of the unit by a Household, and at every subsequent sale or Transfer of occupancy of the deed restricted unit.

Household income should be calculated using a standard method for all prospective purchasers and tenants of Affordable Housing restricted to a certain income category. These Guidelines require using gross income from each Household member's tax returns. For Households with more than one tax return filer, the gross income for each filer will be added together to arrive at the Household's income.

#### *Documentation*

The GVRHA may request the following documentation to calculate income using the gross income method.

#### Persons employed by others:

- Most recent 2 years complete personal federal tax returns with all schedules attached
- Most recent 2 years W-2s from all employers
- Most recent 2 consecutive paystubs from each employer
- Employer Verification of Employment

#### Persons with some form of self-employment:

- Most recent 2 years complete personal federal tax returns with all schedules attached
- Most recent 2 years W-2s from all employers
- Employer Verification of Employment
- Most recent 2 years business tax returns:
  - Partnership – K-1 and 1065
  - S-Corporation – K-1 and 1120S
  - Corporation – 1120 (including W-2's and 2 most recent paystubs)

#### Persons with unearned income:

- Most recent 'award letter' stating the monthly or annual Gross Income received (SSI, SSDI, VA benefits, etc)

#### Persons newly employed and/or with no previous tax returns:

- Evidence of income to be earned (employment contract, written verification from new employer of income to be earned, etc)
- Most recent consecutive business and personal bank statements from start of business

Under certain circumstances the GVRHA may require other, non-traditional forms of documentation to accurately calculate gross household income.

All income documentation and the information contained therein will remain confidential.

#### *Calculating gross income:*

All income reported to the IRS, whether taxable or not, may be included in the Household gross income calculation as long as it can be determined that it has a strong likelihood of continuing in the future. Income from the following sources will be calculated using the following

methods:

“Salaried Income” – this is income earned by working for a separate entity whether the employee is considered ‘exempt’ or not. Income reported on the previous 2 years’ W-2s in Box 3 “Social Security Wages” will be averaged over the time period covered by the W-2. This will allow for the inclusion of variable wages earned such as overtime, bonus, hazard pay, tips, etc. that are taxed by the employer.

“Self-employed Income” – this is income/(loss) earned from a business that the Household member has some ownership interest in. Partnerships, S-Corporations LLCs and Sole Proprietorships are included here. Income/(loss) reported as taxable income on the business tax return or reported on a Schedule K-1 as income/(loss) to the Household member will be averaged for the most recent 2 years.

“Unearned Income” – this is income generated through no effort of the Household member and includes pension, annuity, dividends, retirement, alimony or separate maintenance payments, unemployment compensation and Social Security benefits. Variable sources of income will be averaged over the most recent 2 years. Non-variable sources will use the amount as stated on the appropriate documentation. Any income derived from these sources that will not continue past the purchase of an Affordable Housing unit will not be included in the adjusted total income calculation.

“Rental Income” – net income/(loss) earned from investment properties will be averaged over the past 2 years using income/(loss) as reported on Schedule E. If the relevant Deed Restriction does not allow for ownership of other improved real estate, this income will not be included in the gross income, and disposal of the associated property(s) must be verified.

“Capital Gains/(Losses) – income generated from capital gains/(losses) as reported on Schedule D will be included only if it is apparent that it is a regular activity of the Household member and is from the sale of short-term and/or long-term Assets.

“Non-Occupying Owners” – income from persons taking an ownership interest in a deed restricted unit with a prospective purchaser for the sole purpose of enhancing the credit-worthiness of the prospective purchaser will not be included in the Household gross income. Such non-occupying owners must be an immediate family member or a family member once-removed (aunts, uncles, grandparents, in-laws), otherwise their income will be included in the Household gross income.

### SECTION 3: ASSET TESTING AND LIMITATIONS

Asset testing refers to the verification of economic resources that contribute to a Household’s net worth. The term *Asset* refers to liquid assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to

cash. The most recent Total Actual Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid Assets such as personal belongings or intangible Assets will not be included in the asset limitations for each income category.

Asset testing and valuation shall only be done at the time of application for qualification of a Household to initially purchase or occupy a unit, or to enter into a lottery to purchase a unit and at every subsequent sale or Transfer of occupancy of the unit thereafter.

Documentation to verify the value of an asset will be determined by the type of asset; the GVRHA reserves the right to request documents deemed necessary and appropriate to calculate a Household's net worth.

*Household Net Worth Limitations:*

Category 1	Very-Low Income	≤ 2 times the AMI based on actual Household size
Category 2	Low Income	≤ 2 times the AMI based on actual Household size
Category 3	Moderate Income	≤ 3 times the AMI based on actual Household size
Category 4	Middle Income	≤ 3 times the AMI based on a 3-person Household
Category 5	Upper Income	≤ 3 times the AMI based on a 3-person Household

Note: Middle and upper income capped at 3 p HH because ave HH size in the County is 2.4

*Prohibitions on Ownership of other Real Estate*

Qualified Owners and Qualified Occupants in Income Categories 1 – 5 are not permitted to own other improved residential real estate. Improved residential real estate includes stick-built homes, and mobile and manufactured housing on a permanent foundation or with utilities. If such property is owned, the purchaser must list for sale, at competitive market prices, the residential real estate or mobile home prior to closing on the Affordable Housing unit and must still meet the asset/income limitations as set forth in Part I Section 3 herein. Upon the sale, a copy of the recorded warranty deed must be provided to the GVRHA. If the property is not sold by the time of closing on the deed-restricted property, it must remain listed until sold. If the other property has not sold within 180 days of the purchase of the deed-restricted unit, the owner must list and sell the deed-restricted unit according to the terms of the Deed Restriction or these Guidelines, whichever prevails.

**SECTION 4: EMPLOYMENT AND RESIDENCY REQUIREMENTS**

The primary purpose and intent of the GVRHA's Affordable workforce housing programs is to provide housing that is Affordable to local wages. To achieve this the cost of construction of or

acquisition of workforce housing must be subsidized in some manner by the GVRHA's member jurisdictions, therefore it is appropriate that local employment restrictions be placed on each housing unit through a Deed Restriction.

Considerations may be made to provide flexibility from the local employment requirement to address unique situations such as: 1) residents that work from home, 2) persons retiring in their home, 3) Disabled Persons, and 4) persons who have involuntarily lost their employment in Gunnison County.

#### *Minimum Employment Requirements*

At the time of initial ownership or occupancy of Affordable workforce housing units and at all times during ownership or occupancy thereafter, at least one person who resides in the home shall be employed within Gunnison County at a minimum of 30 hours per week on average on an annual basis. Persons who have an annual employment contract that exceed this hourly requirement on a weekly basis may be permitted to have seasonal periods of non-employment, such as persons employed by school districts or other educational facilities, so long as their total employed hours equal or exceed 1,560 hours per year.

"Employed within Gunnison County" shall mean that the person earns at least eighty percent (80%) of their gross income from a business or organization operating in and serving the County and its residents.

#### *Other Considerations*

"Priority for Employees by Area or Occupation" – to facilitate reductions in traffic and automobile use throughout the County, persons employed within a specific geographic area proximate to the proposed development may be given priority in the purchase or rental of Affordable workforce housing when determined necessary or desirable by the governing jurisdiction. To facilitate the inclusion of Essential Service Workers within a certain geographic location, such persons as defined herein may be given priority in the purchase or rental of Affordable workforce housing when determined necessary or desirable by the governing jurisdiction.

"Residents that Work from Home" – the GVRHA may determine that residents who work from home satisfy the local employment criteria if evidence is submitted demonstrating that the work provides a product or service, or other significant direct benefit to the residents of the County and/or an existing local business. If the work, product, service or other benefit does not directly serve the residents of the County and could be performed anywhere, approval to purchase and/or occupy subsidized workforce housing may be denied.

"Persons Retiring in Their Home" – Qualified Owners as defined herein, who wish to retire and continue to own or occupy their workforce housing must score 25 out of a possible 30 points based on the following criteria:

10 Points Must have been employed in Gunnison County for seven (7) continuous years prior to retirement. If employment is less than 7 years, no points are awarded.

10 Points Must have owned and/or occupied their workforce housing for 7 continuous years. If owned or occupied less than 7 years, 1 point shall be deducted for every year less than seven (7).

10 Points Must be 65 years of age or older. If retiring earlier than age 65, deduct 1 point for every year below age 65.

All other requirements for qualification contained in a Deed Restriction must be met.

“Disabled Persons” – Qualified Residents who become disabled after commencement of ownership or occupancy of a workforce home and such disability prevents them from meeting the minimum employment or retirement requirements set forth herein, shall be permitted to remain in their home for a period of occupancy authorized by the governing jurisdiction.

“Involuntary Loss of Local Employment” – Qualified Residents who no longer meet the minimum employment requirements through no action of their own, may be approved to continue to own and/or occupy their workforce housing so long as they are approved in writing by the GVRHA based upon criteria including, but not limited to: 1) percent of total income earned in Gunnison County, 2) place of voter registration, 3) place of automobile registration and driver’s license address, 4) length of residency within Gunnison County, 5) Dependent(s) attendance at local educational institutions, and 6) other qualifications established by the GVRHA from time to time. Compliance with each of these criteria is not necessary; the GVRHA shall consider the criteria cumulatively as they relate to the purpose and intent of the workforce housing.

#### *Minimum Residency Requirements*

Any minimum residency requirement specified in the Deed Restriction shall be followed; if none is specified, proof of a minimum of 6 months residency or an employment contract or letter of employment may be used to evidence local employment.

## **PART II: OWNERSHIP, USE, OCCUPANCY AND RENTALS**

The primary intent of the affordable workforce housing program is to provide decent, Affordable Housing for local residents. Most Deed Restrictions require that the home be “Owner-Occupied” as a “principal residence” for the owner. Some restrictions allow for a non-owner-occupied home to serve as a principal residence for the occupant.

## SECTION I: OWNERSHIP, USE, OCCUPANCY

### *Qualification*

Prior to executing an offer for ownership of a deed-restricted property, a purchaser shall be approved by the GVRHA as a Qualified Owner or have approval to become a Non-Qualified Owner.

### *Non-Qualifying Ownership*

Upon the written consent of the GVRHA a non-qualifying natural person or entity that owns and/or operates a business located in and serving the County may purchase a deed-restricted property; provided, however, that by taking title to a property, a Non-Qualified Owner shall be deemed to agree to the rental restrictions set forth in these Guidelines, and shall rent the property to a natural person(s) that does meet the definition of a Qualified Occupant, and shall not use or occupy the property for their own use or leave the property vacant for longer than sixty (60) days. Any occupancy of a property pursuant to this Section shall not exceed two persons per bedroom, unless the GVRHA approves otherwise.

### *Occupancy*

At all times during ownership of a deed-restricted property, the use and occupancy of the property shall be limited exclusively to a Qualified Owner, their spouse and their Dependents, or at all times during occupancy by a Qualified Occupant and their Dependents and shall be occupied it as their primary and sole residence.

Households may not have less than one person per bedroom occupying a deed-restricted unit.

No more than four non-related persons may occupy a deed-restricted property at any one time.

### *Business Use of a Property*

The use and occupancy of deed-restricted properties will be limited exclusively to housing for natural persons who have been qualified by the GVRHA as meeting employment, income, asset and occupancy restrictions. Unless permitted by local zoning or ordinances where a property is located, and with written permission from the GVRHA, an occupant shall not engage in any business activity on or in the property.

### *Non-Occupying Co-Signers*

Co-signers (persons providing security or assuming partial responsibility for a purchase money loan) may be approved for joint ownership of the unit but shall not occupy the unit unless qualified by the GVRHA. All co-signers must execute the Acknowledgement of Restrictive Covenant/Deed Restriction prior to purchase of a unit. If title to a unit Transfers solely to a

non-qualified co-signer, the unit must be placed for sale according to the terms of the Deed Restriction and these Guidelines.

#### *Leave of Absence Exemption*

There are times when a Qualified Owner must leave Gunnison County for an extended period for personal or family reasons. In this instance the Qualified Owner may apply for an exemption from the GVRHA from the use and occupancy requirements of these Guidelines. It is the responsibility of the Qualified Owner to provide evidence satisfactory to the GVRHA of a bona fide reason for the exemption and a commitment to returning to the property. A leave of absence exemption may be granted at the sole discretion of the GVRHA and will be granted for up to twelve (12) months maximum.

During an approved leave of absence longer than six (6) months, the Qualified Owner must find a Qualified Occupant to rent the property during their absence. The GVRHA must approve the Qualified Occupant and the rental terms prior to occupancy of the property by the Qualified Occupant.

## **SECTION 2: RENTALS**

#### *Rental by Qualified Owner*

Exemptions for the rental of a property that requires owner-occupancy as a principal residence may be granted by the GVRHA under certain circumstances. An owner must apply for an exemption through the GVRHA and provide supporting documentation and the proposed occupant must be approved as a Qualified Occupant prior to taking occupancy. Under no circumstances may a property be leased for more than 12 cumulative months during the entire ownership period of a Qualified Owner.

1. If a Qualified Owner is allowed to rent their unit out for up to a 12-month cumulative period, the rents charged will not exceed the owner's total Housing Expense (mortgage payment including principal, interest, taxes, insurance, mortgage insurance if applicable and homeowner association dues) by more than \$100 dollars per month. A copy of the lease agreement and evidence of the rents charged must be provided to the GVRHA prior to occupancy by a Qualified Occupant.

Should a Qualified Occupant that is the head of the Household become deceased, the remaining Household members shall be permitted to occupy the property until the original lease termination date, subject to the property owner's approval. If a remaining Household member becomes a Qualified Occupant during the original term of the lease, they will be allowed to renew the lease, subject to the property owner's approval.

Roommates are permitted under these Guidelines. Roommates in Owner-Occupied properties

do not have to meet eligibility requirements but at no time may an owner rent out rooms for lease terms of less than 6 months. Under no condition shall any portion of a property be rented on a short-term basis.

When rental properties are acquired by a GVRHA member through a buy-down transaction and a Deed Restriction is placed of record, the GVRHA may, subject to member direction, state in its listing agreement that at least one of the occupants must become a qualified resident within 90 days or the lease shall be terminated.

#### *Rental of Employer-Owned Property*

Where allowed by the Deed Restriction, a property may be owned by a Qualified Employer, nonprofit, government agency, or essential service provider located in Gunnison County that rents the property to its employees or employees of other qualified businesses.

Rental terms shall be for no less than six (6) months. The GVRHA will not require occupants of employer-owned properties to become Qualified Occupants, however, employer-owners will provide evidence of occupant(s) employment if requested by the GVRHA from time to time.

A Qualified Employer may own other improved real estate in or outside of Gunnison County.

#### *Resale of Employer-Owner Property*

1. When a Qualified Employer purchases a property, title may be held by the business rather than a natural person.
2. Any Qualified Employer owner wishing to sell their unit must notify the GVRHA in writing of its intent to sell. The Maximum Resale Price will be calculated per the Master Deed Restriction and these Guidelines. If a lottery for the unit is to be held by the GVRHA as outlined in these Guidelines, a maximum 2% transaction fee shall be paid to the GVRHA. If there are no applicants for the lottery, the GVRHA will list and market the unit on behalf of the seller. The unit must be sold to another Qualified Employer or Qualified Owner, such Qualified Owner's income must be at or below 200% AMI.
3. The unit may be included in the sale of a Qualified Employer's business as an asset of the business however, the Transfer of the unit's ownership must be approved by the GVRHA. In no event may the unit be sold or valued for more than its maximum sales price.

## **PART III: PURCHASING AFFORDABLE HOUSING**

### **SECTION 1: LOTTERY PROCESS FOR PURCHASING**

From time to time the GVRHA may operate a lottery for the sale of deed-restricted properties.

### *Qualification to Purchase*

To qualify to enter the lottery at least one person in a Household wanting to take title to a deed-restricted property must meet the requirements for employment, income and asset limitations and any other requirements of the applicable Deed Restriction. The GVRHA must qualify persons prior to entering a lottery and will assign the number of chances a Household may have in a lottery.

The GVRHA will issue a Certification of Eligibility upon approval of the Household to purchase. A title company or transaction attorney may not close a purchase transaction on a deed-restricted home without having a copy of the Certification in their possession.

### *Priorities for Lottery Entries by Household*

In the event a priority list for Households entering into a lottery is not already established by a jurisdiction of the GVRHA, the following shall apply:

Households that can provide satisfactory evidence of immediate and continuous in-County residency and employment from the age of 18 shall receive lottery entries as outlined here:

Working in Gunnison County ≤ 1 year	1 chance
Working in Gunnison County > 1 year but ≤ 3 years	2 chances
Working in Gunnison County > 3 year but ≤ 5 years	5 chances
Working in Gunnison County > 5 year but ≤ 10 years	6 chances
Working in Gunnison County > 10 years but ≤ 20 years	7 chances
Working in Gunnison County > 20 years	8 chances
Households that have at least one Essential Service Worker as defined herein	2 additional chances
Households where one person has attended a certified Homebuyer Education class in the past 12 months	1 additional chance

### *Lotteries Not Required*

There are certain Transfers of title on deed-restricted properties that do not require a lottery to be held.

1. Person(s) chosen by a current property owner to join them in title, as long as it is in joint tenancy.
2. Existing owners of deed-restricted properties who list their homes for sale through the GVRHA for a sales price not to exceed the Maximum Resale Price and the property meets the Minimum Standards for receiving maximum resale value as defined in these Guidelines.

### *Lottery Process*

1. All applicants wishing to enter in a lottery must have received a Certification of Eligibility from the GVRHA prior to a lottery being conducted.
2. For newly constructed properties, the lottery will be held as specified by the GVRHA.
3. At the time of the lottery, the GVRHA Executive Director and one GVRHA staff member, along with an un-affiliated third-party shall be present to witness each applicant has placed their entries into the lottery container.
4. The lottery container shall be solid and non-transparent, and entries will be sufficiently mixed.
5. The un-affiliated third-party person will then draw an entry out of the container, and the name shall be recorded on the GVRHA lottery log.
6. This process will continue until entries have been drawn for each unit available and recorded in the same manner.
7. Alternates from remaining entrants will be drawn and recorded.
8. For new construction lotteries, the first-drawn applicant will have no more than five (5) business days to execute a contract or reservation form with the GVRHA. Should they fail to do so, the first alternate will be notified and will have no more than five (5) business days to execute a contract or reservation form, and should they fail to do so, then the next alternate will be notified and will have no more than five (5) business days to do so. This process will continue until there is a contract or reservation executed.
9. For resale lotteries, the same process as 1-9 above will be used, however the seller and the lottery winner may negotiate the terms of the contract as they choose. The seller will provide a copy of the executed contract to the GVRHA within three (3) business days of acceptance.

Applicants determined to be ineligible to enter the lottery may submit a notice to the GVRHA protesting the determination and initiate the Grievance Process identified in Part VIII of these Housing Guidelines within one week of being notified of ineligibility.

### **SECTION 2: FIRST-COME, FIRST-SERVED PROCESS**

When the lottery process is not required by the GVRHA, particularly in the event of resales on deed-restricted properties, the following process will be followed.

1. An owner must contact the GVRHA in writing of their intent to sell the property; the GVRHA will first inspect the property to determine if it meets the Minimum Standards for Full Resale Value as defined in these Guidelines and then will calculate the Maximum Resale Price according to these Guidelines or the recorded Deed Restriction, whichever has precedence.
2. The seller may choose to list their property for sale with any licensed real estate agent of their choice unless the Deed Restriction requires them to list it with the GVRHA.
3. Unless the Deed Restriction provides otherwise, no more than a 2% real estate

commission may be added to the Maximum Resale Price calculation.

4. The GVRHA will charge not more than a 2% transaction fee for its services as a transaction broker.
5. At least one open house must be held for a listed property prior to any offers being accepted by the GVRHA or seller.
6. All offers must be accompanied by a Certificate of Eligibility from the GVRHA.
7. The seller must provide a copy of the executed contract to the GVRHA within three (3) business days of acceptance of the contract.

Applicants determined to be ineligible to enter into a contract with a seller may submit a notice to the GVRHA protesting the determination initiate the Grievance Process in Part VIII of these GVRHA Housing Guidelines within one week after receiving notice of ineligibility.

Prior to recordation of a deed Transferring title to a deed-restricted property, a purchaser who is a Qualified Owner or has been approved as a Non-Qualified Owner shall execute the GVRHA's Acknowledgement of Restrictive Covenant/Deed Restriction and a Notice of Lien. If there is no blanket Deed Restriction recorded for a neighborhood a purchaser may also be required to execute a Deed Restriction. The Notice of Lien and any Deed Restriction requiring execution will be recorded in the records of the Clerk and Recorder of Gunnison County.

### **SECTION 3: MAINTAINING ELIGIBILITY FOR OWNERSHIP OF AFFORDABLE HOUSING**

There is no requirement to meet income or asset criteria for persons who have already purchased and own an Affordable-housing unit or are a Qualified Occupant, however, occupancy and employment criteria along with non-ownership of other improved real estate must continue to be met throughout the tenancy of the Household. GVRHA will require all owners to complete and sign a deed-monitoring affidavit on an annual basis. Responses to the affidavit may require additional documentation be provided to verify compliance.

### **PART IV: REALES OF DEED-RESTRICTED PROPERTIES**

#### *Resale*

No deed-restricted property shall be Transferred subsequent to the original purchase from the GVRHA or its assigns, except upon full compliance with the procedures set forth in these Guidelines. In the event a property is sold and/or conveyed without compliance with these Guidelines, such sale or Transfer shall be wholly null and void and shall confer no title whatsoever to the purported buyer.

#### *Notice of Intent*

When an owner intends to sell or otherwise Transfer title to a deed-restricted property, the owner shall submit to the GVRHA a Notice of Intent to sell or Transfer title. The property may

not be Transferred to any person, entity or entities not qualified by the GVRHA as a Qualified Owner or approved as a Non-Qualified Owner, nor for consideration that exceeds the Maximum Resale Price as determined by the GVRHA pursuant to the provisions of these Guidelines.

#### *Maximum Resale Price*

The Maximum Resale Price may not exceed the sum of: (i) the Purchase Price paid by the owner for the Property, plus: (ii) an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually) from the date of the owner's purchase of the Property to the date of the owner's Notice of Intent to sell the Property; plus (iii) an amount equal to any special improvement district assessments, if applicable and not Transferable, paid by the owner during the owner's ownership of the Parcel; plus (iv) the cost of Permitted Capital Improvements from the date made to the property by the owner as set forth in these Guidelines; minus (v) any amounts associated with bringing the property up to the Minimum Standards for Full Resale Value as set forth in these Guidelines.

#### *Property Condition Upon Sale*

Pursuant to these Guidelines, each owner shall be responsible for ensuring that at Transfer of title the property is clean, appliances are in working order, and there are no health or safety hazards on the property. Prior to any sale of a property, the GVRHA shall conduct an inspection and provide the owner a list of the items that do not meet Minimum Standards for Full Resale Value. As may be necessary from time to time, the GVRHA is authorized to take necessary actions and incur necessary expenses to bring the property into saleable condition. Such actions and expenses include, but are not limited to, cleaning the property and making necessary repairs to or replacements of appliances and/or property fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting fixtures, and/or correcting any health or safety violations on the property. Expenses incurred by the GVRHA to bring the property into a saleable condition shall be itemized and documented by the GVRHA and deducted from the owner's proceeds at closing of the Transfer of the property.

#### *Restriction on Additional Financial Gain*

No owner shall permit any prospective purchaser to assume any or all of the owner's closing costs. No owner shall accept anything of value from a prospective purchaser except for the Maximum Resale Price before, during or after closing of the Transfer of the property.

#### *No Guarantee of Resale Price*

Nothing in these Guidelines represents or guarantees that any property will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market and the property itself, a property may be re-sold for less than the Maximum Resale Price.

## **PART V: INFORMATION FOR DEVELOPMENT OF AFFORDABLE HOUSING**

Part V of these Guidelines contains information to be used by developers of Affordable Housing units in Gunnison County or the municipalities within the County whether required in connection with an application for free-market development or other proposals containing an Affordable Housing component.

### **SECTION 1: INITIAL SALES PRICE CALCULATION FOR-SALE PROPERTIES**

There are several different alternatives that can be used in determining the initial sales price of a unit; each method has ramifications for both short-and long-term affordability and impacts an owner upon resale of the property. GVRHA has carefully considered the various methods and determined that setting initial sales prices relative to a specific index – AMI – provides the long-term affordability we need and allows us to target specific income levels in the development of Affordable Housing. Using the AMI index method requires us to calculate an Affordable mortgage payment for each AMI level targeted by local housing development. This method is also compatible with federal and state funding resources for both developing and purchasing Affordable Housing.

#### *Determining Household Size*

The GVRHA will use 1.5 persons/bedroom in establishing maximum sales prices, except for studio units, which will use 1 person/unit.

#### *Formula Components*

The formula GVRHA will use in calculating initial sales prices take into consideration the following components:

1. Establish AMI as the standard index – AMI measures the median income for a specific geographic area adjusted by Household size published annually by HUD. For Gunnison County, the methodology for calculating the AMI is tied to the most recent 5-year American Community Survey (ACS) data and adjusted by inflation.
2. Establish an affordability level – HUD recognizes 30% of a Household's Gross Income going towards Housing Expense as Affordable. GVRHA will use the same percent.
3. Establish an amount for property tax, homeowner insurance and HOA dues – to calculate an Affordable sales price, we must first calculate an Affordable loan to the AMI target for a specific development. GVRHA will use \$250/month for units targeting 120% of AMI and less and will use \$350/month for units targeting over 121% AMI.
4. Establish a mortgage term – most purchasers of Affordable units need the lowest mortgage payment possible so the GVRHA will use a 30-year term.
5. Establish an interest rate for the mortgage payment – the mortgage amount for an Affordable unit is directly tied to the interest rate used in this calculation. The lower the interest rate, the higher the mortgage amount and conversely, the higher the interest

rate, the lower the mortgage amount. The GVRHA will use a trailing interest calculation by calculating the average interest rate over a specified period of time and add an affordability margin to that average. The GVRHA will use the most recent ten-year Federal Home Loan Mortgage Corporation (FHLMC, aka Freddie Mac) year-end average rates and will add a 1.5% margin to that number.

6. Establish a loan-to-value ratio – the GVRHA will use a 90% loan-to-value ratio to determine the initial sales price after calculating the mortgage amount.
7. Using these data points with a financial calculator the initial sales price is set.

The GVRHA will update these sales prices annually when the most recent HUD AMIs are published.

## **SECTION 2: INITIAL SALES PRICE CALCULATION RENTAL PROPERTIES**

This formula for determining initial sales price of a unit will be used when developing affordable rental housing offered for sale by a developer to the general public, as it directly targets specific income levels. Rental rates for affordable units will be capped at thirty percent (30%) of the AMI adjusted by bedroom count. The thirty percent (30%) must include utilities.

## **SECTION 3: PARTNERSHIP OPPORTUNITIES WITH GVRHA**

### *Introduction and Background*

This Part V Section 3 of the Guidelines is designed to inform private and non-profit Affordable Housing developers (Developers) of the procedures the GVRHA will use in evaluating unsolicited Special Limited Partnership (SLP) participation proposals from Developers.

The GVRHA's mission is to advocate, promote, plan and provide the long-term supply of desirable and Affordable Housing in Gunnison County in order to maintain a well-rounded community. This mission includes the promotion of adequate, safe and Affordable Housing opportunities for a broad spectrum of residents within the geographical boundaries of the GVRHA.

Therefore, GVRHA will consider unsolicited participation proposals for the development of Affordable and/or low-income housing. This is not a competitive process and participation by the GVRHA is Dependent upon GVRHA Board and Staff evaluation of the merits of each proposal using criteria established in these Guidelines and subject to change, modification or elimination of this Part V Section 3 at any time, in its sole discretion.

In 2001, the Colorado legislature revised Section 29-4-226 of the Colorado Revised Statutes which provides, in relevant part, that the portion of a project that is occupied by persons of low income and is owned by or leased to an entity: (I) that is wholly owned by an authority; (II) in which an authority has an ownership interest; or (III) in which an entity wholly owned by an

authority has an ownership interest, is exempt from special assessments. Recently, several private and public sector developers have approached the GVRHA, inquiring about the GVRHA partnering with them to take advantage of this exemption. Because GVRHA has limited staff and financial resources, it is necessary to establish the procedures and criteria that GVRHA staff will use to evaluate and recommend proposals submitted by Developers to the GVRHA Board.

#### *Proposal Selection Criteria*

The selection criteria listed here may be amended from time to time at the sole discretion of the GVRHA. They may also be used to evaluate land-banking opportunities, projects competing for state and federal resources or other local funding should it become available.

1. The proposed project must meet the following threshold criteria to be considered:
  - a. Submission of the application and the application processing fee;
  - b. Located within the geographical boundaries of the GVRHA;
  - c. The proposed project is not financially feasible without the GVRHA's participation. The GVRHA will not participate in a project merely to increase the Developer's profit margin;
  - d. A portion of the project includes Affordable units serving Households at or below 100% of the Area Median Income (AMI);
  - e. No environmental or legal impediments are present that could delay or terminate the project.
2. The proposed project will be evaluated on the following elements, which may not be inclusive, subject to the proposal:
  - a. Responsiveness to local workforce housing goals;
  - b. Consistency with adopted community plans and community engagement
    - i. Diverse stakeholders have the opportunity to engage and inform proposed housing plans;
    - ii. Community engagement occurs early, and is scaled to the specific project;
    - iii. Community engagement is designed with respectful, inclusive, and constructive outcomes in mind.
  - c. Track record of potential partners.
  - d. Location:
    - i. Proximity to transit;
    - ii. Suitable residential zoning;
    - iii. Availability of utility services on/near site;
    - iv. Balancing provision of housing across the valley.
  - e. Matching site opportunities with market demand:
    - i. Project type – for sale or rental;
    - ii. Design style – condo, townhome, single family, multifamily;
    - iii. Targeted AMIs and level of affordability;
    - iv. Sustainable design – socially and environmentally;
    - v. Number of housing units provided.
  - f. Financial Feasibility and Sustainability of the project:
    - i. Local resources are leveraged (% of overall project costs compared to local

- contribution);
    - ii. Risks are mitigated, managed, and aligned with roles and responsibilities
    - iii. Quality of construction and design;
    - iv. Rental properties with adequate maintenance and repairs budget;
    - v. For-sale product with HOAs that have adequate maintenance and repair budget;
    - vi. Affordability over the long term for residents;
    - vii. Anticipated ongoing operating costs such as snow removal, utility expenses and common area maintenance.
3. Procedure for Partner Selection:
- a. Developer must submit a development participation proposal to the GVRHA, which requires among other things that additional documents be submitted with the proposal:
    - i. Narrative of the proposal which includes but is not limited to, total number of units, property address, rehabilitation or new construction, number of phases, AMI targets; unit mixes, income restrictions, sales price or rental rate projections;
    - ii. Development Sources and Uses budget;
    - iii. First year operating revenues and expenses;
    - iv. For rental proposals a 15-year detailed proforma;
    - v. Developer compensation;
    - vi. Statement regarding whether Developer or its related entities are involved or have reason to believe they will be involved in litigation;
    - vii. Conceptual site plan;
    - viii. List of intended partners, including but not limited to architect, contractor, legal, accounting, property management and financing.
    - ix. List of references for similar type developments.
    - x. Developer audited financials for at minimum the past two years.
4. With the submission of the Development Participation Proposal Form, Developer must remit a non-refundable Application Fee of \$500 to reimburse the GVRHA cost required to review and analyze the specific proposal.
5. GVRHA Staff will perform an initial review and evaluation of the participation proposal. Based on measurements against the above criteria, staff will forward the proposal to the GVRHA Board with recommendations regarding declining the proposal or continuing analysis.
6. It is recommended that Developers contact the GVRHA Staff Executive Director prior to submitting a participation proposal to assess merits and alignment with the GVRHA Guidelines and mission.
7. Upon approval of participation, the GVRHA reserves the right to require financial compensation for administrative costs, on-going compliance and reporting

requirements and offset of community financial contributions through fee waivers, sale/use tax exemptions and property tax exemptions.

## **PART VI: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS FOR FULL RESALE VALUE, PERMITTED CAPITAL IMPROVEMENTS, INSURANCE REQUIREMENTS**

### **SECTION 1: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS**

#### *Regular Maintenance*

In order to preserve the quality of our housing stock, particularly those that have significant amounts of public subsidies in them, it is important that homeowners maintain the condition of their homes to an acceptable level. Ideally, homeowners would choose to maintain their homes because of their preference to reside in safe, decent housing, rather than be forced to do so by regulation or rules from the GVRHA. The GVRHA is making efforts to educate homeowners that there are distinct financial advantages to maintaining their residences in decent condition since: 1) failure to do so could result in poor marketability and lower offering prices for the home, and 2) when property conditions are rated as "fair" or "poor" on appraisals, lenders will require that work be performed and paid for to upgrade the rating prior to closing on a resale.

All costs to repair or maintain a property to bring it up to the minimum property standards will be deducted from the Full Resale Value.

#### *Minimum Property Standards for Full Resale Value*

- "Thoroughly cleaned property"
- Carpets professionally cleaned two or three days prior to closing
- All major scratches, holes, burn marks repaired in hardwood floors, linoleum, tile, counter tops, etc.
- No broken windows
- All screens in windows (if screens were originally provided)
- All appliances as originally provided must be in clean, working order
- All doors will be in working order with no holes
- All latches and locks on doors will work
- All keys will be provided; e.g., doors, mailbox, garage
- All mechanical systems shall be in working order
- Walls are paint-ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding of equal value shall be replaced prior to closing, or sufficient funds escrowed at closing for the new buyer
- No leaks from plumbing fixtures

- No roof leaks
- Any safety hazards shall be remedied prior to closing
- All light fixtures shall be in working order with light bulbs included

“Thoroughly cleaned property” means:

**KITCHEN**

- Range -Inner and outer services must be cleaned.
- Range hood and exhaust fan must be cleaned.
- Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer must be clean. Freezer must be defrosted.
- Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers must be clean. Door and drawer handles, if provided, must be clean and in place.
- Sink and Garbage Disposal - Sink and plumbing fixtures must be clean. If garbage disposal is provided, this must be in working order.
- Dishwasher – If provided prior to move-in, it must be in working order and inner and outer surfaces must be clean.

**BLINDS, WINDOWS, SCREENS:**

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades - must be clean and in working order with no holes or damage.
- Windows - All window surfaces, inside and outside of the window glass, must be clean.
- Screens - Screens must be clean and in place with no holes or tears.

**CLOSETS:**

- Closets, including floors, walls, hanger rod, shelves and doors, must be clean.

**LIGHT FIXTURES:**

- Light fixtures will be clean and must have functioning bulbs/fluorescent tubes.

**BATHROOMS:**

- Bathtub, Shower Walls, Sinks -Bathtubs, shower walls and sinks must be clean.
- Toilet and Water Closet - Water closets, toilet bowls and toilet seats must be clean. If the toilet seat is broken or peeling, the seat must be replaced.
- Tile - All tile and grout must be clean.
- Mirrors and Medicine Cabinets – must be cleaned inside and out.
- Shelves and/or Other Cabinetry - must be cleaned inside and out.

**WALLS, CEILINGS, PAINTED DOORS AND BASEBOARDS:**

- Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

**FLOORS:**

- Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include wood, wood parquet tiles, linoleum, asphalt tile, vinyl tile, mosaic tile, concrete and carpet. If carpet, all carpets must be professionally cleaned at least two days prior to closing.

**INTERIOR STORAGE/UTILITY ROOMS:**

- Storage/utility rooms must be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

**WALLS PAINT-READY:**

- All holes must be patched; all posters, pictures, etc., must be removed from all walls; all nails, tacks, tape, etc., must be removed from all walls; and all walls must be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed and walls made paint-ready.

**WINDOWS:**

- If a window is broken, including the locking mechanism, the window must be replaced.

*Health and Safety Hazards. Any condition(s) that provides a health and/or safety hazard must be fixed. This would include, but is not limited to, exposed electrical wiring, improper ventilation for gas, hot water systems, torn carpeting, etc.*

**SECTION 2: PERMITTED CAPITAL IMPROVEMENTS**

At times owners of deed restricted properties may want to improve their home and recoup their expense for the improvement. Because one of the primary objectives in providing deed restricted homes in a community is to ensure there is a supply of Affordable homes, any improvements that increase the resale price of deed restricted properties relative to the original income target is a concern. Therefore, Permitted Capital Improvements should be clearly defined and restricted sufficiently to maintain Affordable price points over time while still protecting the quality of the housing stock.

It should be noted that Permitted Capital Improvements (PCIs) do not include the regular repair, maintenance, replacement of fixtures and finishes, or the upkeep of a property. Those on-going owner obligations are important to the quality of the deed restricted housing stock and are addressed in the Maintenance section of these Guidelines.

*Treatment of Permitted Capital Improvements*

The amount for Permitted Capital Improvements shall not exceed ten per cent (10%) of the original purchase price for an initial ten (10) year period. For every ten (10) year period from the date of the original purchase and Covenant, another ten (10) per cent of the purchase price

may be added to the value of the property for Permitted Capital Improvements. In calculating such amount, only those Permitted Capital Improvements identified in these Guidelines shall qualify for inclusion. An owner's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.

When PCIs are allowed, only those that improve unfinished interior spaces or add new system(s) that make the property more Affordable for the owner/occupant will be included in the Maximum Resale Value calculation. Luxury or cosmetic upgrades, exterior improvements (landscaping, decks and patios), or replacement of existing finishes, appliances, or fixtures will not be included as PCIs in the Maximum Resale Value.

When calculating the value of PCIs an owner must provide clear, legible, written proof of costs incurred. The cost of labor will not be included in the value added into the Maximum Resale Value.

Appreciation of PCIs will start from the first of the month when they were completed. An owner must provide evidence of obtaining a building permit and notice of formal completion when required to add the value of the PCIs to the Maximum Resale Price.

In the development of new housing, if PCIs are allowed, the initial sales prices will be discounted to ensure that even with the addition of PCIs, the price at time of resale will be Affordable to the initial income target.

When PCIs are not allowed, properties will be fully finished with adequate storage and/or garages at the time of initial sale.

#### *Permitted Capital Improvements*

- Modifications or improvements to accommodate persons with disabilities as defined in the Americans with Disabilities Act of 1990;
- Modifications or Improvements to assist seniors to age in place;
- Improvements for health and safety protection devices (including radon);
- Improvements to finish intentionally included unfinished interior space;
- Modifications or improvements to increase energy efficiency and/or water conservation on a case-by-case basis.

#### *Non-Permitted Capital Improvements*

- Jacuzzis, sauna, steam showers and other similar items;
- Upgrades or the addition of decorative items including lights, window coverings, flooring, paint and other similar items;
- Upgrades of appliances, plumbing and mechanical systems;
- Outdoor landscaping including the addition of decks, porches, patios, gazebos, fencing,

- irrigation systems and other similar fixtures;
- Cost of tools or rental equipment.

### **SECTION 3: INSURANCE REQUIREMENTS**

Deed-restricted housing with public subsidies means that the cost to build homes is greater than what the sales price is. Typically, homeowners insure their homes for 80% of what the value of the home is, assuming 20% of the value is in the land.

When properties are subsidized, owners must obtain full replacement cost coverage which will repair or replace the home in the event of damage or destruction. Insuring a deed-restricted home to a capped value could result in a gap between what the insurance will pay and what it actually costs to repair or replace the home.

Any damage or destruction must be corrected or repaired before a resale of the property will be allowed.

## **PART VII: DEED MONITORING/COMPLIANCE MATTERS**

### **SECTION 1: DEED MONITORING**

The Affordable Housing programs currently in place in our communities, as well as those yet to be developed, have come at great cost to each community in terms of dedicated staff time, investment of legal, financial and material resources, the contributions of intellectual property and gaining the support of the public will. It is incumbent upon provider of an Affordable Housing program to protect the investments made and honor the intent of each Deed Restriction through compliance monitoring.

The GVRHA will annually monitor compliance by owners of deed-restricted properties through a self-completed affidavit.

It is considered a violation of these Guidelines for an owner to refuse to return a completed deed-monitoring affidavit to the GVRHA.

#### *GVRHA Responsibility*

To adequately qualify new owners as well as determine compliance when deed monitoring, the GVRHA will use the following definitions:

1. Owner-Occupied – at least one qualified person holding title occupies the property as their primary residence.
2. Non-Occupying Co-Borrower – a person who is on title merely for the purpose of

obtaining lender approval for a buyer's purchase money mortgage and whose intent is to not occupy the property.

3. Non-Qualified Owner – a person or business allowed to own a property that must be occupied by a Qualified Occupant.
4. Qualified Occupant/occupant – a person who has been approved through the GVRHA as meeting the requirements of employment, income, occupancy or any other factors relative to the Deed Restriction.
5. Principal residence – a property where the occupant(s) lives a minimum of 9 months per year.

In addition to an *owner's* use of the property, relevant factors in determining that the property is the principal residence include without limitation:

- a. The owner's place of employment.
- b. The principal place of abode for the owner's family members.
- c. The address listed on the owner's federal tax returns, driver's license, auto registration and/or voter registration card.
- d. The owner's mailing address for Household bills, personal bank statements and personal correspondence.
- e. The location of religious organizations, service clubs or community non-profits the owner is affiliated with.

In additional to an *occupant's* use of the property, relevant factors in determining that the property is the principal residence include a – e above without limitation, and:

- f. Evidence the occupant has been qualified as a resident by the GVRHA.
6. Sole residence – the only residence an owner has a right, title or other interest in, or the only residence a Qualified Occupant has an interest in.
7. Vacant Property – a home that is no longer occupied as a principal residence by the owner for a period of 90 consecutive days, or a property that is unoccupied by a Qualified Occupant for a period of 90 consecutive days.
8. Leave of absence – a vacancy longer than 90 days that has prior approval from the GVRHA.

## SECTION 2: COMPLIANCE MATTERS

From time to time it may come to the attention of the GVRHA that an owner of a deed-restricted property may be out of compliance with the terms of the Deed Restriction, or an occupant of a property managed by the GVRHA may be found to be in violation of the lease and any and all rules, regulations, policies and procedures governing such occupancy. It is the responsibility of the GVRHA to investigate all alleged non-compliant matters and determine if a violation is in existence. GVRHA staff will inform the Board President of potential non-compliance matters upon discovery and keep the President apprised of the investigative process and outcomes.

### *Deed-Restriction Non-Compliance*

The GVRHA has the right and authority to investigate as fully as possible all non-compliant matters which will include, but is not limited to:

- Contact with the owner informing them of the allegation
- Inspection of the property in question
- Inspection of lease agreements, title documents, loan documents and all others pertaining to legal ownership and occupancy of the property
- Verification of employment directly with the owner's employer, tax returns of the owner, IRS verifications of tax return authentication, and other documents as warranted
- Social media searches, all other publicly accessed internet resources
- Any other reasonable means of verifying compliance as deemed necessary.

Subject to the nature of and significance of a violation, the GVRHA will notify the beneficiary and the owner, provide suggestions for acceptable remediation and a reasonable timeline in which it must be achieved.

If a remedy satisfactory to the beneficiary cannot be reached and subject to the terms of the deed restriction, one of the following penalties may be levied:

- Appreciation - no appreciation gained on a property from the date the violation was incurred or discovered, whichever is earlier, until a satisfactory remedy is reached.
- Monetary - a per diem fine may be imposed from the date the violation was incurred or discovered, whichever is earlier, until a satisfactory remedy is reached.
- Specific performance – the violating homeowner may be forced to sell the property.
- Reimbursement – the violating homeowner may be required to reimburse the beneficiary equal to the current value of the public dollars invested in the property.
- If a property is encumbered by a HUD-insured mortgage, the following remedies will not be pursued:
  - Acceleration of a mortgage
  - Voiding a conveyance by an owner
  - Terminating an owner's interest in a property
  - Subjecting an owner to contractual liability other than monetary damages.

An owner found to be in violation of these Guidelines, or an applicable Deed Restriction may submit a notice to the GVRHA protesting the determination and initiate the Grievance Process in Part VIII of these GVRHA Housing Guidelines within one week after receiving notice of a violation.

### *Lease, Rules, Regulations, Policies, Procedures Violations*

This Section identifies lease violation procedures that will be implemented for properties owned and managed by GVRHA, excepting those properties whose senior governing documents

prevent such procedures. These procedures clearly detail the process and timeline for enforcement of lease provisions, rules and regulations, policies and procedures and companion/service animal agreements. These procedures apply to all tenants and for all violations *except for failure to pay rent when due*, when the specific terms of the lease agreement shall prevail.

Each tenant is provided with a copy of all lease provisions, rules and regulations, policies and procedures and companion/service animal agreements at the time of initial occupancy of a unit and at each lease renewal. After reviewing these documents with GVRHA staff, each tenant is required to sign these documents and initial in various places. The GVRHA will continue to make tenants aware of all lease provisions, rules and regulations, policies and procedures and companion/service animal agreements at the time of initial occupancy of a unit and at each lease renewal.

When a violation of any lease provisions, rules and regulations, policies and procedures and companion/service animal agreements is made known to the GVRHA, the following procedures shall be followed:

1. First violation

- a. Within two (2) business days an informal email with the subject line stating "First Notice of Violation and Request for Compliance" will be sent to the tenant stating:
  - i. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
  - ii. How the violation occurred
  - iii. When the violation occurred
  - iv. How to remedy the violation
  - v. Highlight they have 3 business days from the date of the email to have the violation corrected
  - vi. A request for the tenant to notify us in writing when they have corrected the violation
- b. The GVRHA reserves the right to immediately file for lawful eviction if the first violation is of a nature that:
  - i. Poses a serious or imminent threat to another individual
  - ii. Causes property damage beyond the amount of the damage deposit received from the tenant
  - iii. Is a criminal activity
  - iv. Involves the use, possession or cultivation of a prohibited substance

GVRHA will immediately notify the Board President of any eviction action being initiated.

2. Second violation of the same nature

Within two (2) business days, a formal email with the subject line stating: "Second Notice of Violation and Request for Compliance" will be sent to the tenant stating:

- a. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
- b. How the violation occurred
- c. When the violation occurred
- d. How to remedy the violation
- e. Highlight they have 3 business days from the date of the email to have the violation corrected
- f. A request for the tenant to notify us in writing when they have corrected the violation

### 3. Third violation of the same nature

Within two (2) business days a formal email with the subject line stating: "Third and Final Notice of Violation" will be sent to the tenant stating:

- a. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
- b. How the violation occurred
- c. When the violation occurred
- d. When the First and Second Notices of Violation were sent and a summary of tenant responses to each Notice
- e. Identify the enforcement action to be taken by the GVRHA, subject to applicability:
  - i. Early termination of lease
    1. If there are six (6) full months or more remaining on the lease
  - ii. Non-renewal of lease
    1. If there are less than six (6) full months remaining on the lease
  - iii. Eviction
    1. If the violations are of a nature that:
      - a. Poses a serious or imminent threat to another individual
      - b. Causes property damage beyond the amount of the damage deposit received from the tenant
      - c. Is criminal activity
      - d. Involves the use, possession or cultivation of a prohibited substance
- f. GVRHA will follow all applicable laws in the effectuation of each enforcement action.
- g. GVRHA will immediately notify the Board President of the issuance of the Third and Final Notice of Violation and the enforcement action taken.
- h. The tenant shall receive a copy of the GVRHA Grievance and Appeals Process and Request for Alternative Dispute Resolution form.

### 4. Violations of different natures

For tenants with violations, individually or in combination, of five (5) different terms of any lease

provisions, rules and regulations, policies and procedures and companion/service animal agreements, shall, after the fifth violation is made known to GVRHA, receive an email with a formal "Final Notice of Violation" stating:

- a. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
- b. How the violation occurred
- c. When the violation occurred
- d. When the previous First Notices of Violation and Request for Compliance were sent and a summary of tenant responses to each Notice
- e. Identify the enforcement action to be taken by the GVRHA, subject to applicability:
  - i. Early termination of lease
    1. If there are six (6) full months or more remaining on the lease
  - ii. Non-renewal of lease
    1. If there are less than six (6) full months remaining on the lease
  - iii. Eviction
    1. If the violations are of a nature that:
      - a. Poses a serious or imminent threat to another individual
      - b. Causes property damage beyond the amount of the damage deposit received from the tenant
      - c. Is criminal activity
      - d. Involves the use, possession or cultivation of a prohibited substance
- f. GVRHA will follow all applicable laws in the effectuation of each enforcement action.
- g. GVRHA will immediately notify the Board President of the issuance of the Final Notice of Violation and the enforcement action taken.
- h. The tenant shall receive a copy of the GVRHA Grievance and Appeals Process and Request for Alternative Dispute Resolution form.

## **PART VIII: DISCRIMINATION, GRIEVANCE PROCESS, EXEMPTION REQUESTS**

### *Discrimination*

The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing owner/tenant or prospective owner/tenant concerns and to ensure fair treatment of owners/tenants in the event that an action or inaction by the GVRHA Board or staff is perceived to adversely affect the owner/tenant of a housing project.

Protected classes in housing include race, color, religion, creed, national origin/ancestry, disability/handicap, sexual orientation (including transgender status), marital status and familial status (children under the age of 18 in the Household).

Any owner/tenant or prospective owner/tenant seeking to purchase or occupy housing administered by the GVRHA who believes he or she is being discriminated against because of a protected class may file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410, and to the Colorado Department of Regulatory Agencies Civil Rights Division, 1560 Broadway, Suite 110, Denver, CO 80202, and to the GVRHA Board of Directors at 202 E. Georgia Avenue, Gunnison, CO 81230.

#### *Grievance Process*

Any prospective owner/tenant seeking to purchase or occupy housing administered by the GVRHA, or an existing owner/occupant of housing administered by the GVRHA, who believes he or she is otherwise aggrieved (the Grievant") may request an alternative dispute resolution process through the GVRHA Board. Such request must be made in a timely manner by delivering the request to the Executive Director of the GVRHA within fifteen (15) calendar days of the alleged grievance. The request shall clearly identify the nature and date of the grievance and state if they want a Grievance and Appeals hearing or use a voluntary mediation process, both as described herein. The Executive Director shall inform the Board President immediately upon receiving such request.

#### Grievance and Appeals Hearing

The Board President shall appoint three Board members as the Grievance and Appeals Committee. The Committee shall schedule a hearing with the Grievant within ten (10) calendar days of the request for an alternative dispute resolution.

The Grievant and the GVRHA may both present to the Committee any exculpatory or inculpatory records, documents and regulations pertinent to the request for the hearing. Both parties shall be given the opportunity to examine all such documents at minimum 48 hours prior to the hearing. Both parties may have legal representation at the hearing.

The Committee shall determine the length of the hearing after review of the documents provided and shall inform the parties of the procedure during the hearing (which party presents first and for how long, comments from any public present, etc).

There are three possible outcomes from the Committee at the time of the hearing:

- The Committee can rule to uphold the GVRHA staff actions/determinations
- The Committee can over-rule or modify the GVRHA staff actions/determinations
- The Committee can defer their ruling until a future date, not to exceed five (5) business days from the date of the hearing.

A final ruling of the Committee will be delivered in writing to the Grievant and GVRHA staff.

#### Voluntary Mediation Process

The GVRHA will use a voluntary mediation process where the owner/tenant or prospective owner/tenant agrees that any and all claims, controversies, breaches or disputes arising from or related to an action or inaction of the GVRHA Board or staff is subject to a requirement to mediate prior to filing any lawsuit or filing for arbitration. The mediation shall take place in the County of Gunnison, State of Colorado utilizing a mediator provided by The Office of Dispute Resolution of the State of Colorado's Judicial Branch ("ODR"). The mediation proceedings will be conducted in compliance with the Colorado Dispute Resolution Act C.R.S. 13-22-301 et seq in effect at the time a demand for mediation is made. The parties to the mediation agree that there is no requirement to actually reach a settlement to the dispute in mediation, but agree that if a settlement is reached during mediation it shall be reduced to writing and shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

#### *Exemption Request*

A request for an exemption to the strict application of these Guidelines or any terms or conditions of an applicable Deed Restriction may be made to the GVRHA requested if an unusual hardship can be shown, and the variance from the strict application of the Guidelines is consistent with the Deed Restriction intent. In order to request an exemption, a letter must be submitted to the GVRHA Executive Director stating the request, with documentation regarding the unusual hardship.

The GVRHA may grant a request for an exemption to these Guidelines, with or without conditions. If the request is for an exemption to the terms and conditions of the Deed Restriction, the GVRHA Executive Director will forward the request and supporting documentation to the jurisdiction that is the beneficiary of the Deed Restriction for a final decision.

### **PART IX: DEFINITIONS**

**Affordable** - means the amount spent by a Household on rent (utilities included) or mortgage payments (principal, interest, taxes, insurance and any HOA dues) does not exceed 30% of the Household's gross combined income.

**Affordable Housing** – Dwelling units restricted by use and occupancy as approved by a member jurisdiction of the GVRHA or by the GVRHA itself. An Affordable Housing unit may be restricted by use, occupancy, resale limitations, retirement restrictions or other limitations to employees of employers, locally working Households, or seniors or Disabled Persons.

**Area Median Income or AMI** – means the median annual income for the County (or such next larger statistical area calculated by HUD that includes the County, if HUD does not calculate the Area Median Income for the County on a distinct basis from other areas), as adjusted for Household size, that is calculated and published annually by HUD (or any successor index thereto acceptable to the GVRHA, in its reasonable discretion).

**Assets** - liquid Assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. The most recent Assessed Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid Assets such as personal belongings or intangible Assets will not be included in the asset limitations for each income category.

**Co-Borrower** - a person who is on title for the purpose of obtaining lender approval for a buyer's purchase money mortgage.

**County** – means the County of Gunnison.

**Deed Restriction** - agreements that restrict the use of real estate in some way and are listed or referenced in the deed.

**Dependent** – means a person, including a spouse of a child of, a step-child or, a child in the permanent legal custody of or a parent of, a Qualified Owner or Qualified Occupant, in each case whose sole place of residence is in the same Household as such Qualified Owner or Qualified Occupant, and who is financially Dependent upon the support of the Qualified Owner or Qualified Occupant. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as that act shall from time to time be amended.

**Disabled Person** - someone who has a physical or mental impairment that has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities.

**Essential Housing** – housing that is restricted by land use code, zoning regulations, deed restriction or any other written method that is intended for a particular employment situation and/or income population.

**Essential Services** – means those services that are absolutely necessary to maintain the health and welfare of the community. They include, but may not be exclusive to: executive governance, emergency healthcare, fire and police protection, basic sanitation including clean water, sewage and garbage removal.

**Essential Service Workers** – means the personnel needed to maintain Essential Services.

**Gross Income** - is the sum of all wages, salaries, profits, interest payments, rents, and other

forms of earnings, before any deductions or taxes.

**Guidelines** – means the most recent adopted Gunnison Valley Regional Housing Authority Housing Guidelines in effect at the time of closing on a sale or Transfer of a property or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time.

**GVRHA** – means the Gunnison Valley Regional Housing Authority.

**Household** – means one or more persons who intend to live together on a property as a single housekeeping unit.

**Housing Expense** – means the amount paid for rent plus utilities, or for the principal, interest, taxes, insurance and any homeowner association dues. It includes all payments necessary to prevent loss of the right to own or occupy a property through failure to pay in a timely manner.

**HUD** – means the US Department of Housing and Urban Development.

**Maximum Resale Price** – means the maximum purchase price that may be paid by any purchaser of a property, other than the initial purchaser who acquires the property from the GVRHA or a developer, that is determined in accordance with the provisions in Part IV of these Guidelines. The Maximum Resale Price is not a guaranteed price, but merely the highest price an owner may obtain for the sale of the property which includes all considerations paid to the owner.

**Non-Occupying Co-Borrower** – a person who is on title merely for the purpose of obtaining lender approval for a buyer's purchase money mortgage and whose intent is to not occupy the property.

**Non-Qualified Owner** – a person or business who does not meet the definition of a Qualified Owner who is allowed to own a property that must be occupied by a Qualified Occupant.

**Owner-Occupied** – at least one Qualified Owner holding title occupies the property as their primary residence.

**Principal/Primary Residence** – a property where the occupants reside a minimum of nine (9) per calendar year.

**Qualified Employer** – means a business, nonprofit, government agency or essential service provider whose business address is located within Gunnison County, employs persons who reside within Gunnison County, has fulltime employees who perform work in Gunnison County, and whose business taxes are paid in Gunnison County.

**Qualified Household** – at least one member of the Household is a Qualified Owner.

**Qualified Owner** – means a natural person who meets the following requirements at the time that he/she takes initial ownership interest or Transfer of interest in a property as qualified by the GVRHA:

1. Has maintained his/her primary and sole residence in Gunnison County, Colorado for six (6) consecutive months immediately preceding taking initial ownership or Transfer of interest in a property, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
2. Has earned his/her primary source of income (80% or more of all income earned) working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County and has demonstrated such to the GVRHA, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
3. Except as provided for in Part II Section 2 of these Guidelines, does not own any interest in other improved residential property(s). A purchaser who owns residential real estate must convey all interest in said residential property(s) prior to taking initial ownership or Transfer of interest of a property; and
4. A Qualified Household shall not have a net worth that exceeds the limits as provided for in Part I Section 3 of these Guidelines; and
5. Income and asset restrictions are only applicable at the time of purchase and shall be verified by the GVRHA; and
6. Shall occupy the property as his/her sole and exclusive primary residence at all times during ownership of the property.

**Qualified Occupant** - means a person who meets the following requirements at the time he or she takes initial occupancy of the Property as qualified by the Beneficiaries:

1. Has maintained his/her primary and sole residence in Gunnison County, Colorado for three (3) consecutive months immediately preceding taking initial ownership or Transfer of interest in a property, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
2. Has earned his/her primary source of income (80% or more of all income earned) working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County and has demonstrated such to the GVRHA, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
3. Does not own any interest in other improved residential property(s). An occupant who owns residential real estate must convey all interest in said residential property(s) prior to taking initial occupancy of a property; and
4. A Qualified Household shall not have a net worth that exceeds the limits as provided for in Part I Section 3 of these Guidelines; and
5. Income and asset restrictions are only applicable at the time of initial occupancy and shall be verified by the GVRHA.
6. Shall occupy the property as his/her sole and exclusive primary residence at all times

during occupancy of the property.

**Seasonal Employee** - shall mean an employee who is hired into a position for which the period of employment is six months or less.

**Seasonal Housing Unit** - shall mean a dormitory-style unit with a shared kitchen, bath and living room with a minimum of two private bedrooms and a maximum of four private bedrooms containing a minimum of 220 square feet of living space per bedroom intended primarily for occupancy by Seasonal Employees

**Transfer** - means an act of a party, or of the law, by which the title to a property is wholly or partially Transferred to another; including but not limited to the sale, assignment voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the property is Transferred and owner retains title, except that, this definition does not include any Transfer of an interest by the GVRHA.

If reviewed and approved in writing by the GVRHA prior to occurrence the following Transfer(s) are exceptions to the definition, provided that the new owner, other than an estate, shall use the property as his/her principal residence:

1. A Transfer resulting from the death of an Owner where the Transfer is to the spouse or domestic partner who is also a Qualified Owner.
2. A Transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a Transfer is made to a spouse who is also a Qualified Owner.

**Vacant Property** – a home that is no longer occupied as a principal residence by the owner for a period of 90 consecutive days, or a property that is unoccupied by a Qualified Occupant for a period of 90 consecutive days.

RETURN TO:  
GVRHA  
202 E. Georgia Avenue  
Gunnison, CO 81230

## NOTICE OF LIEN

### AND MEMORANDUM OF ACCEPTANCE OF MASTER DEED RESTRICTION AGREEMENT FOR 1414 Rock Creek Road, GUNNISON COUNTY, COLORADO

WHEREAS, **Lee A. Friedman**, the “Buyer” is purchasing from **Lee A. Friedman and Bernice J. Friedman**, the “Seller” at a price of \$(**insert loan amount here**) the real property described as:

**UNIT 6, ROCK CREEK VILLAGE, IN ACCORDANCE WITH THE RECORDED DECLARATION AND PLAT, GUNNISON COUNTY, COLORADO, BEING THE “FINAL PLAT OF ROCK CREEK VILLAGE A COMMON INTEREST COMMUNITY WITHIN LOTS 2 AND 23, THE MEADOWS, PHASE 2-R, CITY OF GUNNISON, GUNNISON COUNTY, COLORADO” RECORDED ON OCTOBER 4, 2001 AT RECEPTION NO. 514875 OF THE RECORDS OF THE GUNNISON COUNTY CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, AND THE DECLARATION OF GRANTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROCK CREEK VILLAGE, RECORDED ON OCTOBER 4, 2001 AT RECEPTION NO. 514874 OF THE RECORDS OF GUNNISON COUNTY, COLORADO.**

known as the “Property”; and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled “Gunnison County Master Deed Restriction” for the Property, recorded on (**insert recording date of deed restriction here**) under Reception No. (**insert Reception No. here**), in the real property records of the County of Gunnison, Colorado (the “Deed Restriction”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning the Deed Restriction and fully understands the terms, conditions, provisions, and restrictions contained in the Deed Restriction.
2. States that any Notice to Buyer should be sent to:  
**(insert Buyer mailing address here)**



**EXHIBIT C**

**NOTICE OF INTENT TO SELL OR TRANSFER AFFORDABLE HOUSING UNIT**

This document must be completed and submitted to the Gunnison County for any Affordable Housing Unit that is deed-restricted under the Gunnison County Master Deed Restriction.

I/We, \_\_\_\_\_ as owner(s) hereby declare my/our intent to sell/transfer the property described as:

\_\_\_\_\_  
acknowledging that such property is restricted (including ownership, occupancy and sale of such property) by Gunnison County.

I also hereby request Gunnison County to calculate a Maximum Resale Price for my Affordable Housing Unit, according to a formula in the Unit’s deed restriction. When calculating the price, please consider the following to the extent allowed by the Unit’s deed restriction:

- Costs of any public improvements for which assessments were imposed by any municipal special improvement as created by or with that municipality since the recordation date of the deed restriction. Documentation of the costs (check one) is \_\_\_\_\_ is not \_\_\_\_\_ attached; and
- Costs of capital improvements as approved by Gunnison County or its designee, according to certain requirements as prescribed by the deed restrictions, not to exceed a certain percent of the original purchase price. (A list of capital improvements to my/our unit and documentation of my/our payment(s) for such improvements must be attached along with any required permits from the municipality.)

**OWNERS OF AFFORDABLE HOUSING UNIT**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**GUNNISON COUNTY ACKNOWLEDGMENT OF RECEIPT**

By: \_\_\_\_\_ County Manager Date Received \_\_\_\_\_

**EXHIBIT D**

## PERMITTED CAPITAL IMPROVEMENTS

### *Permitted Capital Improvements*

- Modifications or improvements to accommodate persons with disabilities as defined in the Americans with Disabilities Act of 1990;
- Modifications or improvements to assist seniors to age in place;
- Improvements for health and safety protection devices (including radon);
- Improvements to finish intentionally included unfinished interior space;
- Modifications or improvements to increase energy efficiency and/or water conservation on a case-by-case basis.

### *Non-Permitted Capital Improvements*

- Jacuzzis, sauna, steam showers and other similar items;
- Upgrades or the addition of decorative items including lights, window coverings, flooring, paint and other similar items;
- Upgrades of appliances, plumbing and mechanical systems;
- Outdoor landscaping including the addition of decks, porches, patios, gazebos, fencing, irrigation systems and other similar fixtures;
- Cost of tools or rental equipment.



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

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**Agenda Item:** Gunnison County Master Deed Restriction; Unit 101,

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The attached documents were created by the Gunnison Valley Regional Housing Authority.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

with exception noted in A/C privileged comments, otherwise appears legally sufficient

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

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**GUNNISON COUNTY MASTER DEED RESTRICTION**

THIS GUNNISON COUNTY MASTER DEED RESTRICTION (“Restriction” or “Restrictions”) is entered into this 20th day of January 2021, by DEWEY OVERHOLSER AND AMANDA HENDERSON (the Grantor), and each the Gunnison Valley Regional Housing Authority of Gunnison, Colorado, and Gunnison County (the “Beneficiaries”) which are duly organized under and by virtue of the laws of the State of Colorado. The Owner and Beneficiaries are sometimes referred to herein collectively as the “Parties.” This Restriction replaces and supersedes in its entirety that certain Amended & Restated Affordable Housing Deed Restrictions Stallion Park at Buckhorn Ranch recorded at Reception No. 603399 in the Office of the Gunnison County Clerk and Recorder.

1. Property Subject to Deed Restriction. The following real property (the “Property”) is hereby made subject to these Affordable Housing Restrictions (“Restrictions”):

Unit 101, Apache Building, Stallion Park Condominiums, according to the Condominium Map thereof recorded August 3, 2006, at Reception Number 567653, and according to the Condominium Declaration pertaining thereto recorded August 3, 2006, at Reception No. 567654, and according to the Condominium Declaration pertaining thereto recorded September 6, 2006, at Reception No. 568786, of the records of Gunnison County, Colorado.

Commonly known as **216 S. Avion Drive, #101, Crested Butte, CO 81224**

WHEREAS, the Beneficiaries, acting as the declarant, intend to create a valid and enforceable covenant running with the land that assures that all of the Property hereby existing or to be developed on the Property will be used solely by individuals who are either Qualified Owners or Qualified Occupants (as such terms are hereinafter defined), subject to limited exceptions provided for herein; and

WHEREAS, both the Grantor and the Beneficiaries recognize the public need for attainable and affordable housing for the workforce and working families of Gunnison County, particularly within the Gunnison Valley; and

WHEREAS, under this Restriction the Grantor and Beneficiaries intend, declare, and covenant that the regulatory and restrictive covenants set forth herein governing the use of the Property described and provided for herein shall be and are hereby made covenants running with the land and are intended to be and shall be binding upon the Beneficiaries and Grantor, and all subsequent owners of such Property for the stated term of this Restriction, unless and until this Restriction is released and terminated in the manner hereafter described.

2. Definitions

- i. AREA MEDIAN INCOME (AMI) means the median income for Gunnison County adjusted for household size. as established and defined in the most recent annual schedule published by the U.S. Department of Housing and Urban Development (HUD).

ii. CAPITAL IMPROVEMENT means any fixture erected as a permanent improvement to the Property excluding repair, replacement, maintenance costs, and sweat equity.

iii. COUNTY shall mean the Board of County Commissioners of Gunnison County, Colorado.

iv. GUIDELINES mean the most current Gunnison Valley Regional Housing Authority Housing Guidelines or Gunnison County Housing Guidelines if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, in effect at the time of closing on a sale or transfer of the Property or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time and attached hereto as Exhibit A.

v. FIRST MORTGAGE means a deed of trust or mortgage that is recorded senior to any other deeds of trust or liens against the Property to secure a loan used to purchase the Property by a Mortgagee.

vi. HOUSEHOLD means one or more persons who intend to live together on the Property as a single housekeeping Property.

vii. HOUSING AUTHORITY means the Gunnison Valley Regional Housing Authority. Unless expressly stated otherwise in this Deed Restriction, "Housing Authority" shall refer to the Gunnison Valley Regional Housing Authority, except that if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, "Housing Authority" shall refer to the County.

viii. MAXIMUM RESALE PRICE means the maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from the Beneficiaries that is determined in accordance with the provisions of Section 6.iii of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

ix. MORTGAGEE means any bank, savings and loan association, or any other institutional lender that is licensed to engage in the business of providing purchase money mortgage financing for residential real property and that is the beneficiary of a deed of trust or mortgage encumbering the Property.

x. NON-QUALIFIED OWNER or NON-QUALIFIED TRANSFEREE means an Owner that is not a Qualified Owner.

xi. NET WORTH means the estimated sum of the assets of the Qualified Owner or Qualified Occupant. The term *Asset* refers to liquid assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. The most recent Assessed Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid assets such as personal belongings or intangible assets will not be included

in the asset limitations for each income category.

xii. OWNER means the Grantor and any subsequent buyer, heir, devisee, transferee, grantee, owner or holder of title to the Property, or any portion of the Property.

xiii. PURCHASE PRICE means all consideration paid by the purchaser to the seller for the Property.

xiv. QUALIFIED OWNER means a natural person who meets the following requirements at the time that he/she takes initial ownership interest or transfer of interest in the Property as qualified by the Beneficiaries:

a. Has maintained his/her primary and sole residence in Gunnison County, Colorado for six (6) consecutive months immediately preceding taking initial ownership or transfer of interest in the Property or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Beneficiaries; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Beneficiaries; and

c. Except as provided for in Section 4.i.b. and 4.1.c., does not own any interest in other improved residential property(s). A purchaser who owns residential real estate must convey all interest in said residential property(s) prior to taking initial ownership or transfer of interest of the Property; and

d. A qualified household shall not have a net worth that exceeds four (4) times the income based on the AMI applicable to actual household size of a prospective purchaser, such AMI set by HUD annually and adjusted for household size.

e. Income restrictions are applicable at the time of qualification and shall be verified by the Beneficiaries. Income guidelines are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial ownership or transfer of interest the combined household income shall not be less than 70% of AMI and shall not exceed 160% of AMI; and

f. Shall occupy the Property as his/her sole and exclusive primary residence at all times during the ownership of the Property.

xv. QUALIFIED OCCUPANT means a person who meets the following requirements at the time he or she takes initial occupancy of the Property as qualified by the Beneficiaries:

a. Has maintained primary and sole residence in Gunnison County, Colorado

for three consecutive months immediately preceding taking initial occupancy of the Property or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Housing Authority; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Beneficiaries; and

c. Except as provided for in Section 4.i.a. and 4.i.c., does not own any interest in other improved residential property(s). An occupant who owns residential real estate must convey all interest in said residential property(s) prior to taking initial occupancy of the Property; and

d. A qualified household shall not have a net worth that exceeds two (2) times the income based on the AMI applicable to actual household size of a prospective occupant, such AMI set by HUD annually and adjusted for household size; and

e. Income restrictions are only applicable at the time of occupancy and shall be verified by the Beneficiaries. Income restrictions are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial occupancy, the combined household income shall not be less than 70% of AMI and not exceed 100% of AMI; and

f. Shall occupy the Property as his/her sole and exclusive primary residence.

xvi. TRANSFER means an act of a party, or of the law, by which the title to a Property is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title, except that, this definition does not include any transfer of an interest by the Beneficiaries.

If reviewed and approved in writing by the Beneficiaries prior to occurrence the following transfer(s) are exceptions to the definition, provided that the new Owner, other than an estate, shall use the Property as his/her principal residence:

a. A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also a Qualified Owner.

b. A transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a transfer is made to a spouse who is also a Qualified Owner.

3. Restriction Runs with the Land. This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, each of the Beneficiaries, and their successors and assigns, and this Restriction shall bind the Beneficiaries and all subsequent Owners and occupants of the Property. Each Owner and Qualified Occupant, upon acceptance of a deed or lease to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the Owner's period of ownership or Qualified Occupant's tenancy, as may be appropriate. Each and every Transfer or lease of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance. The Beneficiaries shall hold their interest as tenants in common, except that neither Beneficiary may sell, transfer or assign their interest in the Restriction without the express written permission of the other, and neither beneficiary shall agree to relieve any Owner or Qualified Occupant of their obligations under the Restriction without the express written consent of the other. If one of the Beneficiaries ceases to exist, that Beneficiary's interest in the Restriction shall be deemed to be assigned to the remaining Beneficiary.

4. Ownership, Use, Occupancy and Rentals.

i. Ownership.

- a. Qualified Owner(s). The ownership of the Parcel is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) which shall include the parties described and approved as set forth in Section 4.ii. In the event that the Property is occupied without compliance with this Restriction, the Beneficiaries shall have the remedies set forth herein, including but not limited to the rights under Section 8 herein.
- b. Employee Housing. Upon the written consent of the Beneficiaries, which consent may be recorded, a non-qualifying natural person or entity that owns or operates a business located in and serving the county may purchase the Property, provided, however, that by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the Property to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the Property for such Owner's own use or leave the Property vacant except as otherwise provided herein.
- c. Rental Projects. Upon the written consent of the Beneficiaries, which consent may be recorded, a non-qualifying natural person or entity may own the Property for the purpose of operating a rental project. However, by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the Property to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the property for such Owner's own use or leave the Property vacant except as otherwise provide herein.

- ii. Use and Occupancy. Except as provided for in Section 4.i.b and 4.i.c here in, the use and occupancy of the Property is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) or Qualified Occupant(s), his or her spouse and child(ren) and other immediate family members.
  
- iii. Rental of Property.
  - a. Qualified Owner(s). An owner may not, except with prior written approval of the Beneficiaries' conditions of approval, rent the Property to a Qualified Occupant(s) for no less than six (6) months and no more than one (1) year and occurring not more than once every five (5) years. All rentals must comply with the current Guidelines.
  
  - b. Employee Housing. A non-qualifying natural person or entity that owns the Property, pursuant to Section 4.i.b, may rent the Property for any period of time. All renters must be Qualified Occupants. Any occupancy of the Property pursuant to sections 4.i.b and 4.iii.b shall not exceed two persons per bedroom, unless the Beneficiaries approves otherwise.
  
  - c. Rental Projects A non-qualifying natural person or entity that owns the Property, pursuant to Section 4.i.c, may rent the Property for any period of time. All renters must be Qualified Occupants. Any occupancy of the Property pursuant to Sections 4.i.c and 4.iii.c shall not exceed two persons per bedroom, unless the Beneficiaries
  
- iv. Roommates. The requirements of this Restriction shall not preclude the Owner from sharing occupancy of the Property with non-owners on a rental basis provided that the non-owner(s) is also a Qualified Occupant. Owner continues to occupy the Property as his/her sole and primary residence and meets the obligations contained in this Restriction, including the definition of Qualified Owner or Qualified Occupant. Short-term rentals/roommates are strictly prohibited.
  
- v. No Indemnification or Waiver of Immunity. Nothing herein shall be construed to require either of the Beneficiaries to protect or indemnify the Owner against any losses attributable to a rental including, but not limited to, non-payment of rent or damages to the Property; nor to require either of the Beneficiaries to obtain a Qualified Occupant for the Owner in the event that none is found by the Owner. In addition, nothing herein shall be construed as a waiver by either of the Beneficiaries governmental immunity provided by the Colorado Governmental Immunity Act or other applicable law.
  
- vi. Initial Finance and Refinance Restriction.
  - a. At the time of the purchase of the Property the original principal amount of any indebtedness secured by a First Mortgage shall not exceed an amount equal to one hundred percent (100%) of the Purchase Price paid for the Property by that Owner, subject to the Guidelines.

- b. An Owner may refinance a First Mortgage that encumbers the Property with the consent of the Beneficiaries; provided, however, that the original principal amount of any refinanced indebtedness secured by a First Mortgage shall not exceed an amount equal to ninety-seven percent (97%) of the then current Maximum Resale Price limit.
  
  - vii. Ownership Interest in Other Residential Property. Except with respect to a Non- Qualified Owner permitted to purchase a Property as set forth in Section 4, if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property in or out of the County, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred twenty (120) days of its listing required hereunder, then the Owner shall immediately list his or her Property for sale pursuant to Section 8.v. of this Restriction. In the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties that constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Section 4.vii. provided that the Owner is not occupying any of the inventoried properties for residential or commercial purposes.
  
  - viii. Compliance. Any Owner of the Property is required to comply with annual certifications to the Beneficiaries that they are in compliance with the requirements of this Restriction. The Housing Authority acknowledges and recognizes that the income and net worth of a Qualified Owner or Qualified Occupant may increase over time, however, such increases over the maximum income and net worth requirements at initial purchase or occupancy shall not constitute a default of this Restriction.
  
  - ix. Any owner or prospective buyer must agree to and execute the Notice of Lien form attached hereto as Exhibit B.
5. Initial Purchase Price. Upon completion of construction of the Property, the Property shall be sold to a Qualified Owner, except as provided for in Section 4.i. of this Restriction, at an affordable Purchase Price as determined by the Guidelines.
6. Transfer of Property.
- i. Resale. No Transfer of the Property shall occur subsequent to the original purchase from the County or the Beneficiaries, except upon full compliance with the procedures set forth in this Section 6. In the event the Property is sold and/or conveyed without compliance with this Restriction, such sale and/or transfer shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
  
  - ii. Notice of Intent. The Property shall not be sold or transferred without prior submission by the Qualified Owner to the Housing Authority of a written Notice of Intent to Sell or Transfer Affordable Housing Unit as set forth in Exhibit C attached hereto.

iii. Maximum Resale Price.

- a. The initial purchase price of the Property shall be the basis for calculating the Maximum Resale Price in accordance with this Restriction and the Guidelines in effect at the time of listing the Property for sale.
- b. The Maximum Resale Price of the Property shall be limited to be no more than the following calculation:

The Maximum Resale Price may not exceed the sum of: (i) the Purchase Price paid by the Owner for the Property, plus: (ii) an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually) from the date of the Owner's purchase of the Property to the date of the Owner's Notice of Intent to Sell the Property; plus (iii) an amount equal to any special improvement district assessments, if applicable and not transferable, paid by the seller during the seller's ownership of the Property; (iv) the cost of Permitted Capital Improvements made to the Property by the Owner as set forth in Exhibit D attached hereto.

- c. Permitted Capital Improvements. The amount for Permitted Capital Improvements shall not exceed ten per cent (10%) of the original purchase price for an initial ten (10) year period. For every ten (10) year period from the date of the original purchase and Covenant, another ten (10) per cent of the purchase price may be added to the value of the Property for Capital Improvements. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit C hereto shall qualify for inclusion. Seller's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.
- d. Pursuant to the Guidelines, each Owner shall be responsible for ensuring that at the Transfer of his or her Property, the same is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property. Prior to the sale of the Property the Beneficiaries are authorized to take necessary actions and incur necessary expenses for bringing the Property into saleable condition. Such actions and expenses include, but are not limited to, cleaning the Property and making necessary repairs to or replacements of appliances and/or Property fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting fixtures, and/or correcting any health or safety violations on the Property. Expenses incurred by the Beneficiaries to bring the Property into a saleable condition shall be itemized and documented by the Housing Authority and deducted from the Owner's proceeds at closing of the Transfer of the Property.
- e. No Owner shall permit any prospective purchaser to assume any or all of the Owner's closing costs. No Owner shall accept anything of value from a prospective

purchaser except for the Maximum Resale Price before, during or after closing of the Transfer of the Property.

- f. Nothing in this Restriction represents or guarantees that the Property will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market, the Property may be re-sold for less than the Maximum Resale Price.
- iv. Beneficiaries Right to Acquire Ownership - Right of First Refusal. The initial Owner and each subsequent Owner shall not transfer the Property, or any part thereof, without first offering same to each of the Beneficiaries for purchase. Each of the Beneficiaries shall have a right of first refusal to purchase the Property as follows:
- a. If an Owner receives any offer to purchase or enders any offer of sale for the Property for any amount less than or equal to the Maximum Resale Price, each of the Beneficiaries shall have the absolute right of the first refusal to purchase the Property at the offered sales price. This right of first refusal will first be granted to the county, using the form attached here to as Exhibit E, and then the Gunnison Valley Regional Housing Authority, using the form attached hereto as Exhibit F, only if the County does not exercise its right of first refusal.
  - b. Each of the Beneficiaries shall have the option to exercise its right of first refusal, with the County prevailing as detailed in 6.iv.a., by executing a written and binding commitment to purchase the Property within twenty-on (21) days after each of the Beneficiaries receives written Notice of Intent to Sell or Transfer Affordable Housing Unit by Owner. The commitment to buy shall set a closing date within a reasonable period of time.
  - c. Each of the Beneficiaries shall have the right to inspect the Property prior to exercising its right of first refusal. If the Property is damaged there shall be a decrease in the sales price of the Property equal to the amounts necessary to bring the Property into saleable condition as reasonably determined by the Beneficiaries, including but without limitation cleaning, painting, replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures.
  - d. In the event neither of the Beneficiaries executes a written and binding commitment to purchase the Property within said twenty-one (21) day period, this right of first refusal shall expire.
  - e. If the Owner does not sell or otherwise transfer the Property, the terms and conditions of this right of first refusal shall again apply to any subsequent sale or transfer of the Property.

- f. The right of first refusal shall be in full force and effect from the date of initial sale in perpetuity. Any sale or attempted transfer of the Property effected without first giving both of the Beneficiaries the right of first refusal described above shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
- v. Beneficiaries Made Whole. No transfer of the Property shall occur unless and until each and every encumbrance, debt or liability owed by the Owner to the Beneficiaries is fully satisfied.

7. Foreclosure

- i. It shall be a breach of these Restrictions for an Owner to default in the payments or other obligations due or to be performed under a promissory note secured by deed of trust encumbering the Property. The Owner hereby agrees to notify the Beneficiaries, in writing, of any notification Owner receives from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, within five (5) calendar days of Owner's notification from lender, or its assigns, of said default or past due payments
- ii. Upon receipt of notice as provided herein, the Beneficiaries shall have the right, in its sole discretion, to solely or jointly cure the default or any portion thereof, thereby becoming the Curing Party. In such event, the Owner shall be personally liable to the Curing Party for past due payments made by the Curing Party, together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one (1) per cent, and all actual expenses of the Curing Party incurred in curing the default. In the event the Owner does not repay the Curing Party within sixty (60) days of notice that the Curing Party has cured the Owner's default, the Owner agrees that the Curing Party shall be entitled to a lien against the Property to secure payment of such amounts. Such a lien may be evidenced by a notice of lien setting the amounts due and rate of interest accruing thereon, and such notice of lien may be recorded in the real property records of Gunnison County, Colorado, until such lien is paid and discharged. The Curing Party shall have the additional right to bring an action to foreclose on the Property for the payment of the lien set forth in this section 7.ii.
- iii. In the event of a foreclosure on a promissory note secured by a first deed of trust on the Property, or any Property, and the issuance of a public trustee's deed by the holder of such note and deed of trust ("Holder"), or the acceptance by Holder of such note and deed of trust or a deed in lieu of foreclosure of the Property, and Holder's subsequent recordation of the same in the Office of the Gunnison County Clerk and Recorder, the Beneficiaries may acquire the Property by exercising that certain "Option to Purchase," the copies of which is attached hereto as Exhibits E and F. In the event that the Option is not exercised

by either of the Beneficiaries, this Deed Restriction shall be released and shall be of no further force or effect.

8. Default/Breach

- i. In the event either of the Beneficiaries has reasonable cause to believe an Owner is violating the provisions of these Restrictions, that entity, through its authorized representatives, may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Owner with no less than 24 hours written notice.
- ii. The respective Beneficiary shall send a notice of violation to the Owner, with a copy to the other Beneficiary, detailing the nature of the violation and allowing the Owner fifteen (15) days to determine the merits of the allegations, or to correct the violation. In the event the Owner disagrees with the allegation of violation of these Restrictions, the Owner may request, in writing, a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee or some similar body convened by the County if the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee ceases to exist or is replaced. If the Owner does not request a hearing and the violation is not cured within the fifteen-day period, the Owner shall be considered in violation of these Restrictions.
- iii. Whenever these Restrictions provide for a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee, such hearing shall be scheduled by the Beneficiaries within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of the Beneficiaries shall be a final decision, subject to judicial review.
- iv. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of these Restrictions or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of these Restrictions, the prevailing party shall be awarded its damages, expenses and costs, including reasonable attorney's fees.
- v. In the event the Property is sold and/or conveyed without compliance with the terms of these Restrictions, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to these Restrictions.
- vi. In the event an owner fails to cure any breach of these Restrictions, each of the Beneficiaries may resort to any and all available legal or equitable actions, including but not limited to specific performance of these Restrictions, an injunction against future

sale(s) in violation of these Restrictions, or eviction of noncomplying owners and/or occupants.

vii. Eliminating Resale Gain. In the event of a breach of any of the terms or conditions contained herein by an Owner, his or her heirs, successors or assigns, the Owner's initial purchase price of the Property shall, upon the date of such breach as determined by either of the Beneficiaries, automatically cease to increase as set out in Section 6.iii. of this Restriction, and shall remain fixed until the date of cure of said breach or until the Owner repays the Curing Party.

9. In the event of a dispute between the Beneficiaries regarding interpretation, enforcement or otherwise of this Restriction or any portion of it, the position of Gunnison County shall prevail.

10. General Provisions

i. These Restrictions shall constitute covenants running with the Real Property as a burden thereon, for the benefit of, and shall be specifically enforceable by each of the Beneficiaries and/or its respective successors and assigns, as applicable. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, or eviction of noncomplying owners and/or occupants.

ii. Equal Housing Opportunity. Pursuant to the Fair Housing Act and each of the public policy, the Housing Authority shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability or sexual orientation in the lease, sale, use or occupancy of the Property.

iii. Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

iv. Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the owner. The owner shall also notify, in writing, the Beneficiaries of any change in address.

To Beneficiaries:

Gunnison County Manager  
200 E. Virginia Avenue  
Gunnison, Colorado 81230  
Fax: 970-641-3061

AND

Gunnison Valley Regional Housing Authority

Executive Director  
202 E. Georgia Avenue  
Gunnison, Colorado  
Fax: 888-406-1360

To Owner: Dewey Overholser and Amanda Henderson  
\_\_\_\_\_  
\_\_\_\_\_

To Subsequent Owners: At the address maintained in the records of the  
Gunnison County Assessor's office

- v. Whenever possible, each provision of these Restrictions and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of these Restrictions shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of such document.
- vi. These Restrictions and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.
- vii. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- viii. Owners and subsequent owners agree that he or she shall be personally liable for their participation in any of the transactions contemplated herein and that he or she will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of these Restrictions or any agreement or document relating hereto or entered into in connection herewith.
- ix. Any modifications of these Restrictions shall be effective only when made by a duly executed instrument by the Beneficiaries and an Owner and recorded with the Clerk and Recorder of Gunnison County, Colorado. Notwithstanding the foregoing, the Parties agree that the Beneficiaries may amend these Restrictions where deemed necessary to effectuate the purpose and intent of these Restrictions, so long as both Beneficiaries agree to such amendments.

EXECUTED, this 20<sup>th</sup> day of January 2021.

**GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

By: \_\_\_\_\_  
Jennifer Kermode, Executive Director

State of Colorado            )  
  ) ss.  
County of Gunnison         )

The foregoing Gunnison Valley Regional Housing Authority Affordable Housing Deed Restriction for been acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jennifer Kermode, Executive Director of the Gunnison Valley Regional Housing Authority

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

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

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson

By: \_\_\_\_\_  
\_\_\_\_\_, Vice Chairperson

By: \_\_\_\_\_  
\_\_\_\_\_, Commissioner

ATTEST:  
  
\_\_\_\_\_  
Deputy County Clerk



**EXHIBIT A**

# **GVRHA AFFORDABLE HOUSING GUIDELINES**

Adopted by GVRHA Board of Directors April 13, 2020

## **Table of Contents**

<b>MISSION AND VISION STATEMENTS &amp; PURPOSE</b>	<b>1</b>
<b>GUNNISON VALLEY REGIONAL HOUSING AUTHORITY PLAN</b>	<b>1</b>
<b>PART I: INCOME CATEGORIES, EMPLOYMENT, ASSET AND RESIDENCY REQUIREMENTS</b>	<b>2</b>
SECTION 1: INCOME CATEGORIES	2
SECTION 2: INCOME TESTING AND INCOME CALCULATION	2
SECTION 3: ASSET TESTING AND LIMITATIONS	4
SECTION 4: EMPLOYMENT AND RESIDENCY REQUIREMENTS	5
<b>PART II: OWNERSHIP, USE, OCCUPANCY AND RENTALS</b>	<b>7</b>
SECTION 1: OWNERSHIP, USE, OCCUPANCY	8
SECTION 2: RENTALS	9
<b>PART III: PURCHASING AFFORDABLE HOUSING</b>	<b>10</b>
SECTION 1: LOTTERY PROCESS FOR PURCHASING	10
SECTION 2: FIRST-COME, FIRST-SERVED PROCESS	12
SECTION 3: MAINTAINING ELIGIBILITY FOR OWNERSHIP OF AFFORDABLE HOUSING	13
<b>PART IV: REALES OF DEED-RESTRICTED PROPERTIES</b>	<b>13</b>
<b>PART V: INFORMATION FOR DEVELOPMENT OF AFFORDABLE HOUSING</b>	<b>15</b>
SECTION 1: INITIAL SALES PRICE CALCULATION FOR-SALE PROPERTIES	15
SECTION 2: INITIAL SALES PRICE CALCULATION RENTAL PROPERTIES	16
SECTION 3: PARTNERSHIP OPPORTUNITIES WITH GVRHA	16
<b>PART VI: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS FOR FULL RESALE VALUE, PERMITTED CAPITAL IMPROVEMENTS, INSURANCE REQUIREMENTS</b>	<b>19</b>
SECTION 1: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS	19

<b>SECTION 2: PERMITTED CAPITAL IMPROVEMENTS</b>	<b>21</b>
<b>SECTION 3: INSURANCE</b>	<b>23</b>
<b>PART VII: DEED MONITORING/COMPLIANCE MATTERS</b>	<b>23</b>
<b>SECTION 1: DEED MONITORING</b>	<b>23</b>
<b>SECTION 2: COMPLIANCE MATTERS</b>	<b>24</b>
<b>PART VIII: DISCRIMINATION, GRIEVANCE PROCESS, EXEMPTION REQUESTS</b>	<b>28</b>
<b>PART IX: DEFINITIONS</b>	<b>30</b>

## **MISSION AND VISION STATEMENTS & PURPOSE**

*"The Gunnison Valley Regional Housing Authority's mission is to advocate, promote, plan and provide the long-term supply of desirable and Affordable Housing in Gunnison County in order to maintain a well-rounded community."*

*GVRHA Mission Statement Adopted January 16, 2013*

*"Our vision is to support the quality of life and economic vitality of the unique communities in the Gunnison Valley by increasing housing choices and opportunities for our local residents."*

*GVRHA Vision Statement Adopted April 10, 2019*

It is the intent of the Regional Housing Authority to provide Affordable Housing opportunities for persons who are currently or have actively been employed or self-employed in Gunnison County, and who also provide goods and services to individuals, businesses or institutional operations in Gunnison County.

Periodically the Gunnison Valley Regional Housing Authority ("GVRHA") establishes these Guidelines that govern the development of, admission to and occupancy of deed-restricted Affordable Housing units for residents throughout Gunnison County. These Guidelines support the GVRHA's goals and are not intended to supersede Codes of Gunnison County, the City of Gunnison, the Town of Crested Butte, the Town of Mt. Crested Butte and the International Building Code.

These Affordable Housing Guidelines respond to housing needs in communities throughout Gunnison County. The Guidelines are used to:

- Review Land Use Applications
- Establish Affordable Housing Income Categories
- Establish Affordable Housing Rental Rates
- Establish Affordable Housing Sales Prices
- Establish Criteria for Qualifying and Occupancy of Units
- Provide Information, Support and Process for Developing Affordable Housing
- Provide information on Monitoring and Compliance

NOTE: These Affordable Housing Guidelines will remain in effect until such time as the Board of Directors for the Gunnison Valley Regional Housing Authority Board approve new or amended Guidelines.

## **GUNNISON VALLEY REGIONAL HOUSING AUTHORITY PLAN**

The Guiding Principles and Housing Goals and Objectives for the Gunnison Valley, as stated in

the GVRHA Regional Housing Plan adopted by the Board of Directors April 10, 2019 will be reviewed and revised by the GVRHA Board of Directors on a periodic basis. The GVRHA will promote equal opportunity in housing throughout Gunnison County.

## **PART I: INCOME CATEGORIES, EMPLOYMENT, ASSET AND RESIDENCY REQUIREMENTS**

These Guidelines identify categories of income levels for Gunnison County Households for the purpose of establishing initial sales prices and rental rates for new housing. These categories correlate to income levels by Household size provided by the US Dept of Housing and Urban Development (HUD) and the U.S. Census Bureau known as Area Median Income (AMI) for Gunnison County on an annual basis. The GVRHA will post the annual AMIs on their website when made available by HUD.

### **SECTION I: INCOME CATEGORIES**

Category 1	Very-Low Income Limits	≤ 50% AMI
Category 2	Low Income Limits	≥ 51% - ≤ 80% AMI
Category 3	Moderate Income Limits	≥ 81% - ≤ 100% AMI
Category 4	Middle Income Limits	≥ 101% - ≤ 120% AMI
Category 5	Upper Income Limits	≥ 121% - ≤ 200% AMI

#### *Determining Household Size*

HUD's AMI categories are further defined by Household size. For the purpose of calculating initial sales prices, the Household size will be calculated by using one and one-half (1.5) persons per bedroom of the unit to be built. For the purpose of establishing rental rates, the number of bedrooms of the rental unit will determine Household size.

### **SECTION 2: INCOME TESTING AND INCOME CALCULATION**

Income testing refers to the verification of the annual Household income of a prospective purchaser or tenant who wishes to qualify for a deed restricted unit. Income testing shall only be done at the time of qualification for initial purchase or initial occupancy of the unit by a Household, and at every subsequent sale or Transfer of occupancy of the deed restricted unit.

Household income should be calculated using a standard method for all prospective purchasers and tenants of Affordable Housing restricted to a certain income category. These Guidelines require using gross income from each Household member's tax returns. For Households with more than one tax return filer, the gross income for each filer will be added together to arrive at the Household's income.

*Documentation*

The GVRHA may request the following documentation to calculate income using the gross income method.

Persons employed by others:

- Most recent 2 years complete personal federal tax returns with all schedules attached
- Most recent 2 years W-2s from all employers
- Most recent 2 consecutive paystubs from each employer
- Employer Verification of Employment

Persons with some form of self-employment:

- Most recent 2 years complete personal federal tax returns with all schedules attached
- Most recent 2 years W-2s from all employers
- Employer Verification of Employment
- Most recent 2 years business tax returns:
  - Partnership – K-1 and 1065
  - S-Corporation – K-1 and 1120S
  - Corporation – 1120 (including W-2's and 2 most recent paystubs)

Persons with unearned income:

- Most recent 'award letter' stating the monthly or annual Gross Income received (SSI, SSDI, VA benefits, etc)

Persons newly employed and/or with no previous tax returns:

- Evidence of income to be earned (employment contract, written verification from new employer of income to be earned, etc)
- Most recent consecutive business and personal bank statements from start of business

Under certain circumstances the GVRHA may require other, non-traditional forms of documentation to accurately calculate gross household income.

All income documentation and the information contained therein will remain confidential.

*Calculating gross income:*

All income reported to the IRS, whether taxable or not, may be included in the Household gross income calculation as long as it can be determined that it has a strong likelihood of continuing in the future. Income from the following sources will be calculated using the following

methods:

“Salaried Income” – this is income earned by working for a separate entity whether the employee is considered ‘exempt’ or not. Income reported on the previous 2 years’ W-2s in Box 3 “Social Security Wages” will be averaged over the time period covered by the W-2. This will allow for the inclusion of variable wages earned such as overtime, bonus, hazard pay, tips, etc. that are taxed by the employer.

“Self-employed Income” – this is income/(loss) earned from a business that the Household member has some ownership interest in. Partnerships, S-Corporations LLCs and Sole Proprietorships are included here. Income/(loss) reported as taxable income on the business tax return or reported on a Schedule K-1 as income/(loss) to the Household member will be averaged for the most recent 2 years.

“Unearned Income” – this is income generated through no effort of the Household member and includes pension, annuity, dividends, retirement, alimony or separate maintenance payments, unemployment compensation and Social Security benefits. Variable sources of income will be averaged over the most recent 2 years. Non-variable sources will use the amount as stated on the appropriate documentation. Any income derived from these sources that will not continue past the purchase of an Affordable Housing unit will not be included in the adjusted total income calculation.

“Rental Income” – net income/(loss) earned from investment properties will be averaged over the past 2 years using income/(loss) as reported on Schedule E. If the relevant Deed Restriction does not allow for ownership of other improved real estate, this income will not be included in the gross income, and disposal of the associated property(s) must be verified.

“Capital Gains/(Losses) – income generated from capital gains/(losses) as reported on Schedule D will be included only if it is apparent that it is a regular activity of the Household member and is from the sale of short-term and/or long-term Assets.

“Non-Occupying Owners” – income from persons taking an ownership interest in a deed restricted unit with a prospective purchaser for the sole purpose of enhancing the credit-worthiness of the prospective purchaser will not be included in the Household gross income. Such non-occupying owners must be an immediate family member or a family member once-removed (aunts, uncles, grandparents, in-laws), otherwise their income will be included in the Household gross income.

### SECTION 3: ASSET TESTING AND LIMITATIONS

Asset testing refers to the verification of economic resources that contribute to a Household’s net worth. The term *Asset* refers to liquid assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to

cash. The most recent Total Actual Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid Assets such as personal belongings or intangible Assets will not be included in the asset limitations for each income category.

Asset testing and valuation shall only be done at the time of application for qualification of a Household to initially purchase or occupy a unit, or to enter into a lottery to purchase a unit and at every subsequent sale or Transfer of occupancy of the unit thereafter.

Documentation to verify the value of an asset will be determined by the type of asset; the GVRHA reserves the right to request documents deemed necessary and appropriate to calculate a Household's net worth.

*Household Net Worth Limitations:*

Category 1	Very-Low Income	≤ 2 times the AMI based on actual Household size
Category 2	Low Income	≤ 2 times the AMI based on actual Household size
Category 3	Moderate Income	≤ 3 times the AMI based on actual Household size
Category 4	Middle Income	≤ 3 times the AMI based on a 3-person Household
Category 5	Upper Income	≤ 3 times the AMI based on a 3-person Household

Note: Middle and upper income capped at 3 p HH because ave HH size in the County is 2.4

*Prohibitions on Ownership of other Real Estate*

Qualified Owners and Qualified Occupants in Income Categories 1 – 5 are not permitted to own other improved residential real estate. Improved residential real estate includes stick-built homes, and mobile and manufactured housing on a permanent foundation or with utilities. If such property is owned, the purchaser must list for sale, at competitive market prices, the residential real estate or mobile home prior to closing on the Affordable Housing unit and must still meet the asset/income limitations as set forth in Part I Section 3 herein. Upon the sale, a copy of the recorded warranty deed must be provided to the GVRHA. If the property is not sold by the time of closing on the deed-restricted property, it must remain listed until sold. If the other property has not sold within 180 days of the purchase of the deed-restricted unit, the owner must list and sell the deed-restricted unit according to the terms of the Deed Restriction or these Guidelines, whichever prevails.

**SECTION 4: EMPLOYMENT AND RESIDENCY REQUIREMENTS**

The primary purpose and intent of the GVRHA's Affordable workforce housing programs is to provide housing that is Affordable to local wages. To achieve this the cost of construction of or

acquisition of workforce housing must be subsidized in some manner by the GVRHA's member jurisdictions, therefore it is appropriate that local employment restrictions be placed on each housing unit through a Deed Restriction.

Considerations may be made to provide flexibility from the local employment requirement to address unique situations such as: 1) residents that work from home, 2) persons retiring in their home, 3) Disabled Persons, and 4) persons who have involuntarily lost their employment in Gunnison County.

#### *Minimum Employment Requirements*

At the time of initial ownership or occupancy of Affordable workforce housing units and at all times during ownership or occupancy thereafter, at least one person who resides in the home shall be employed within Gunnison County at a minimum of 30 hours per week on average on an annual basis. Persons who have an annual employment contract that exceed this hourly requirement on a weekly basis may be permitted to have seasonal periods of non-employment, such as persons employed by school districts or other educational facilities, so long as their total employed hours equal or exceed 1,560 hours per year.

"Employed within Gunnison County" shall mean that the person earns at least eighty percent (80%) of their gross income from a business or organization operating in and serving the County and its residents.

#### *Other Considerations*

"Priority for Employees by Area or Occupation" – to facilitate reductions in traffic and automobile use throughout the County, persons employed within a specific geographic area proximate to the proposed development may be given priority in the purchase or rental of Affordable workforce housing when determined necessary or desirable by the governing jurisdiction. To facilitate the inclusion of Essential Service Workers within a certain geographic location, such persons as defined herein may be given priority in the purchase or rental of Affordable workforce housing when determined necessary or desirable by the governing jurisdiction.

"Residents that Work from Home" – the GVRHA may determine that residents who work from home satisfy the local employment criteria if evidence is submitted demonstrating that the work provides a product or service, or other significant direct benefit to the residents of the County and/or an existing local business. If the work, product, service or other benefit does not directly serve the residents of the County and could be performed anywhere, approval to purchase and/or occupy subsidized workforce housing may be denied.

"Persons Retiring in Their Home" – Qualified Owners as defined herein, who wish to retire and continue to own or occupy their workforce housing must score 25 out of a possible 30 points based on the following criteria:

10 Points Must have been employed in Gunnison County for seven (7) continuous years prior to retirement. If employment is less than 7 years, no points are awarded.

10 Points Must have owned and/or occupied their workforce housing for 7 continuous years. If owned or occupied less than 7 years, 1 point shall be deducted for every year less than seven (7).

10 Points Must be 65 years of age or older. If retiring earlier than age 65, deduct 1 point for every year below age 65.

All other requirements for qualification contained in a Deed Restriction must be met.

“Disabled Persons” – Qualified Residents who become disabled after commencement of ownership or occupancy of a workforce home and such disability prevents them from meeting the minimum employment or retirement requirements set forth herein, shall be permitted to remain in their home for a period of occupancy authorized by the governing jurisdiction.

“Involuntary Loss of Local Employment” – Qualified Residents who no longer meet the minimum employment requirements through no action of their own, may be approved to continue to own and/or occupy their workforce housing so long as they are approved in writing by the GVRHA based upon criteria including, but not limited to: 1) percent of total income earned in Gunnison County, 2) place of voter registration, 3) place of automobile registration and driver’s license address, 4) length of residency within Gunnison County, 5) Dependent(s) attendance at local educational institutions, and 6) other qualifications established by the GVRHA from time to time. Compliance with each of these criteria is not necessary; the GVRHA shall consider the criteria cumulatively as they relate to the purpose and intent of the workforce housing.

#### *Minimum Residency Requirements*

Any minimum residency requirement specified in the Deed Restriction shall be followed; if none is specified, proof of a minimum of 6 months residency or an employment contract or letter of employment may be used to evidence local employment.

## **PART II: OWNERSHIP, USE, OCCUPANCY AND RENTALS**

The primary intent of the affordable workforce housing program is to provide decent, Affordable Housing for local residents. Most Deed Restrictions require that the home be “Owner-Occupied” as a “principal residence” for the owner. Some restrictions allow for a non-owner-occupied home to serve as a principal residence for the occupant.

## SECTION I: OWNERSHIP, USE, OCCUPANCY

### *Qualification*

Prior to executing an offer for ownership of a deed-restricted property, a purchaser shall be approved by the GVRHA as a Qualified Owner or have approval to become a Non-Qualified Owner.

### *Non-Qualifying Ownership*

Upon the written consent of the GVRHA a non-qualifying natural person or entity that owns and/or operates a business located in and serving the County may purchase a deed-restricted property; provided, however, that by taking title to a property, a Non-Qualified Owner shall be deemed to agree to the rental restrictions set forth in these Guidelines, and shall rent the property to a natural person(s) that does meet the definition of a Qualified Occupant, and shall not use or occupy the property for their own use or leave the property vacant for longer than sixty (60) days. Any occupancy of a property pursuant to this Section shall not exceed two persons per bedroom, unless the GVRHA approves otherwise.

### *Occupancy*

At all times during ownership of a deed-restricted property, the use and occupancy of the property shall be limited exclusively to a Qualified Owner, their spouse and their Dependents, or at all times during occupancy by a Qualified Occupant and their Dependents and shall be occupied it as their primary and sole residence.

Households may not have less than one person per bedroom occupying a deed-restricted unit.

No more than four non-related persons may occupy a deed-restricted property at any one time.

### *Business Use of a Property*

The use and occupancy of deed-restricted properties will be limited exclusively to housing for natural persons who have been qualified by the GVRHA as meeting employment, income, asset and occupancy restrictions. Unless permitted by local zoning or ordinances where a property is located, and with written permission from the GVRHA, an occupant shall not engage in any business activity on or in the property.

### *Non-Occupying Co-Signers*

Co-signers (persons providing security or assuming partial responsibility for a purchase money loan) may be approved for joint ownership of the unit but shall not occupy the unit unless qualified by the GVRHA. All co-signers must execute the Acknowledgement of Restrictive Covenant/Deed Restriction prior to purchase of a unit. If title to a unit Transfers solely to a

non-qualified co-signer, the unit must be placed for sale according to the terms of the Deed Restriction and these Guidelines.

#### *Leave of Absence Exemption*

There are times when a Qualified Owner must leave Gunnison County for an extended period for personal or family reasons. In this instance the Qualified Owner may apply for an exemption from the GVRHA from the use and occupancy requirements of these Guidelines. It is the responsibility of the Qualified Owner to provide evidence satisfactory to the GVRHA of a bona fide reason for the exemption and a commitment to returning to the property. A leave of absence exemption may be granted at the sole discretion of the GVRHA and will be granted for up to twelve (12) months maximum.

During an approved leave of absence longer than six (6) months, the Qualified Owner must find a Qualified Occupant to rent the property during their absence. The GVRHA must approve the Qualified Occupant and the rental terms prior to occupancy of the property by the Qualified Occupant.

## **SECTION 2: RENTALS**

#### *Rental by Qualified Owner*

Exemptions for the rental of a property that requires owner-occupancy as a principal residence may be granted by the GVRHA under certain circumstances. An owner must apply for an exemption through the GVRHA and provide supporting documentation and the proposed occupant must be approved as a Qualified Occupant prior to taking occupancy. Under no circumstances may a property be leased for more than 12 cumulative months during the entire ownership period of a Qualified Owner.

1. If a Qualified Owner is allowed to rent their unit out for up to a 12-month cumulative period, the rents charged will not exceed the owner's total Housing Expense (mortgage payment including principal, interest, taxes, insurance, mortgage insurance if applicable and homeowner association dues) by more than \$100 dollars per month. A copy of the lease agreement and evidence of the rents charged must be provided to the GVRHA prior to occupancy by a Qualified Occupant.

Should a Qualified Occupant that is the head of the Household become deceased, the remaining Household members shall be permitted to occupy the property until the original lease termination date, subject to the property owner's approval. If a remaining Household member becomes a Qualified Occupant during the original term of the lease, they will be allowed to renew the lease, subject to the property owner's approval.

Roommates are permitted under these Guidelines. Roommates in Owner-Occupied properties

do not have to meet eligibility requirements but at no time may an owner rent out rooms for lease terms of less than 6 months. Under no condition shall any portion of a property be rented on a short-term basis.

When rental properties are acquired by a GVRHA member through a buy-down transaction and a Deed Restriction is placed of record, the GVRHA may, subject to member direction, state in its listing agreement that at least one of the occupants must become a qualified resident within 90 days or the lease shall be terminated.

#### *Rental of Employer-Owned Property*

Where allowed by the Deed Restriction, a property may be owned by a Qualified Employer, nonprofit, government agency, or essential service provider located in Gunnison County that rents the property to its employees or employees of other qualified businesses.

Rental terms shall be for no less than six (6) months. The GVRHA will not require occupants of employer-owned properties to become Qualified Occupants, however, employer-owners will provide evidence of occupant(s) employment if requested by the GVRHA from time to time.

A Qualified Employer may own other improved real estate in or outside of Gunnison County.

#### *Resale of Employer-Owner Property*

1. When a Qualified Employer purchases a property, title may be held by the business rather than a natural person.
2. Any Qualified Employer owner wishing to sell their unit must notify the GVRHA in writing of its intent to sell. The Maximum Resale Price will be calculated per the Master Deed Restriction and these Guidelines. If a lottery for the unit is to be held by the GVRHA as outlined in these Guidelines, a maximum 2% transaction fee shall be paid to the GVRHA. If there are no applicants for the lottery, the GVRHA will list and market the unit on behalf of the seller. The unit must be sold to another Qualified Employer or Qualified Owner, such Qualified Owner's income must be at or below 200% AMI.
3. The unit may be included in the sale of a Qualified Employer's business as an asset of the business however, the Transfer of the unit's ownership must be approved by the GVRHA. In no event may the unit be sold or valued for more than its maximum sales price.

## **PART III: PURCHASING AFFORDABLE HOUSING**

### **SECTION 1: LOTTERY PROCESS FOR PURCHASING**

From time to time the GVRHA may operate a lottery for the sale of deed-restricted properties.

### *Qualification to Purchase*

To qualify to enter the lottery at least one person in a Household wanting to take title to a deed-restricted property must meet the requirements for employment, income and asset limitations and any other requirements of the applicable Deed Restriction. The GVRHA must qualify persons prior to entering a lottery and will assign the number of chances a Household may have in a lottery.

The GVRHA will issue a Certification of Eligibility upon approval of the Household to purchase. A title company or transaction attorney may not close a purchase transaction on a deed-restricted home without having a copy of the Certification in their possession.

### *Priorities for Lottery Entries by Household*

In the event a priority list for Households entering into a lottery is not already established by a jurisdiction of the GVRHA, the following shall apply:

Households that can provide satisfactory evidence of immediate and continuous in-County residency and employment from the age of 18 shall receive lottery entries as outlined here:

Working in Gunnison County ≤ 1 year	1 chance
Working in Gunnison County > 1 year but ≤ 3 years	2 chances
Working in Gunnison County > 3 year but ≤ 5 years	5 chances
Working in Gunnison County > 5 year but ≤ 10 years	6 chances
Working in Gunnison County > 10 years but ≤ 20 years	7 chances
Working in Gunnison County > 20 years	8 chances
Households that have at least one Essential Service Worker as defined herein	2 additional chances
Households where one person has attended a certified Homebuyer Education class in the past 12 months	1 additional chance

### *Lotteries Not Required*

There are certain Transfers of title on deed-restricted properties that do not require a lottery to be held.

1. Person(s) chosen by a current property owner to join them in title, as long as it is in joint tenancy.
2. Existing owners of deed-restricted properties who list their homes for sale through the GVRHA for a sales price not to exceed the Maximum Resale Price and the property meets the Minimum Standards for receiving maximum resale value as defined in these Guidelines.

### *Lottery Process*

1. All applicants wishing to enter in a lottery must have received a Certification of Eligibility from the GVRHA prior to a lottery being conducted.
2. For newly constructed properties, the lottery will be held as specified by the GVRHA.
3. At the time of the lottery, the GVRHA Executive Director and one GVRHA staff member, along with an un-affiliated third-party shall be present to witness each applicant has placed their entries into the lottery container.
4. The lottery container shall be solid and non-transparent, and entries will be sufficiently mixed.
5. The un-affiliated third-party person will then draw an entry out of the container, and the name shall be recorded on the GVRHA lottery log.
6. This process will continue until entries have been drawn for each unit available and recorded in the same manner.
7. Alternates from remaining entrants will be drawn and recorded.
8. For new construction lotteries, the first-drawn applicant will have no more than five (5) business days to execute a contract or reservation form with the GVRHA. Should they fail to do so, the first alternate will be notified and will have no more than five (5) business days to execute a contract or reservation form, and should they fail to do so, then the next alternate will be notified and will have no more than five (5) business days to do so. This process will continue until there is a contract or reservation executed.
9. For resale lotteries, the same process as 1-9 above will be used, however the seller and the lottery winner may negotiate the terms of the contract as they choose. The seller will provide a copy of the executed contract to the GVRHA within three (3) business days of acceptance.

Applicants determined to be ineligible to enter the lottery may submit a notice to the GVRHA protesting the determination and initiate the Grievance Process identified in Part VIII of these Housing Guidelines within one week of being notified of ineligibility.

### **SECTION 2: FIRST-COME, FIRST-SERVED PROCESS**

When the lottery process is not required by the GVRHA, particularly in the event of resales on deed-restricted properties, the following process will be followed.

1. An owner must contact the GVRHA in writing of their intent to sell the property; the GVRHA will first inspect the property to determine if it meets the Minimum Standards for Full Resale Value as defined in these Guidelines and then will calculate the Maximum Resale Price according to these Guidelines or the recorded Deed Restriction, whichever has precedence.
2. The seller may choose to list their property for sale with any licensed real estate agent of their choice unless the Deed Restriction requires them to list it with the GVRHA.
3. Unless the Deed Restriction provides otherwise, no more than a 2% real estate

commission may be added to the Maximum Resale Price calculation.

4. The GVRHA will charge not more than a 2% transaction fee for its services as a transaction broker.
5. At least one open house must be held for a listed property prior to any offers being accepted by the GVRHA or seller.
6. All offers must be accompanied by a Certificate of Eligibility from the GVRHA.
7. The seller must provide a copy of the executed contract to the GVRHA within three (3) business days of acceptance of the contract.

Applicants determined to be ineligible to enter into a contract with a seller may submit a notice to the GVRHA protesting the determination initiate the Grievance Process in Part VIII of these GVRHA Housing Guidelines within one week after receiving notice of ineligibility.

Prior to recordation of a deed Transferring title to a deed-restricted property, a purchaser who is a Qualified Owner or has been approved as a Non-Qualified Owner shall execute the GVRHA's Acknowledgement of Restrictive Covenant/Deed Restriction and a Notice of Lien. If there is no blanket Deed Restriction recorded for a neighborhood a purchaser may also be required to execute a Deed Restriction. The Notice of Lien and any Deed Restriction requiring execution will be recorded in the records of the Clerk and Recorder of Gunnison County.

### **SECTION 3: MAINTAINING ELIGIBILITY FOR OWNERSHIP OF AFFORDABLE HOUSING**

There is no requirement to meet income or asset criteria for persons who have already purchased and own an Affordable-housing unit or are a Qualified Occupant, however, occupancy and employment criteria along with non-ownership of other improved real estate must continue to be met throughout the tenancy of the Household. GVRHA will require all owners to complete and sign a deed-monitoring affidavit on an annual basis. Responses to the affidavit may require additional documentation be provided to verify compliance.

### **PART IV: REALES OF DEED-RESTRICTED PROPERTIES**

#### *Resale*

No deed-restricted property shall be Transferred subsequent to the original purchase from the GVRHA or its assigns, except upon full compliance with the procedures set forth in these Guidelines. In the event a property is sold and/or conveyed without compliance with these Guidelines, such sale or Transfer shall be wholly null and void and shall confer no title whatsoever to the purported buyer.

#### *Notice of Intent*

When an owner intends to sell or otherwise Transfer title to a deed-restricted property, the owner shall submit to the GVRHA a Notice of Intent to sell or Transfer title. The property may

not be Transferred to any person, entity or entities not qualified by the GVRHA as a Qualified Owner or approved as a Non-Qualified Owner, nor for consideration that exceeds the Maximum Resale Price as determined by the GVRHA pursuant to the provisions of these Guidelines.

#### *Maximum Resale Price*

The Maximum Resale Price may not exceed the sum of: (i) the Purchase Price paid by the owner for the Property, plus: (ii) an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually) from the date of the owner's purchase of the Property to the date of the owner's Notice of Intent to sell the Property; plus (iii) an amount equal to any special improvement district assessments, if applicable and not Transferable, paid by the owner during the owner's ownership of the Parcel; plus (iv) the cost of Permitted Capital Improvements from the date made to the property by the owner as set forth in these Guidelines; minus (v) any amounts associated with bringing the property up to the Minimum Standards for Full Resale Value as set forth in these Guidelines.

#### *Property Condition Upon Sale*

Pursuant to these Guidelines, each owner shall be responsible for ensuring that at Transfer of title the property is clean, appliances are in working order, and there are no health or safety hazards on the property. Prior to any sale of a property, the GVRHA shall conduct an inspection and provide the owner a list of the items that do not meet Minimum Standards for Full Resale Value. As may be necessary from time to time, the GVRHA is authorized to take necessary actions and incur necessary expenses to bring the property into saleable condition. Such actions and expenses include, but are not limited to, cleaning the property and making necessary repairs to or replacements of appliances and/or property fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting fixtures, and/or correcting any health or safety violations on the property. Expenses incurred by the GVRHA to bring the property into a saleable condition shall be itemized and documented by the GVRHA and deducted from the owner's proceeds at closing of the Transfer of the property.

#### *Restriction on Additional Financial Gain*

No owner shall permit any prospective purchaser to assume any or all of the owner's closing costs. No owner shall accept anything of value from a prospective purchaser except for the Maximum Resale Price before, during or after closing of the Transfer of the property.

#### *No Guarantee of Resale Price*

Nothing in these Guidelines represents or guarantees that any property will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market and the property itself, a property may be re-sold for less than the Maximum Resale Price.

## **PART V: INFORMATION FOR DEVELOPMENT OF AFFORDABLE HOUSING**

Part V of these Guidelines contains information to be used by developers of Affordable Housing units in Gunnison County or the municipalities within the County whether required in connection with an application for free-market development or other proposals containing an Affordable Housing component.

### **SECTION 1: INITIAL SALES PRICE CALCULATION FOR-SALE PROPERTIES**

There are several different alternatives that can be used in determining the initial sales price of a unit; each method has ramifications for both short-and long-term affordability and impacts an owner upon resale of the property. GVRHA has carefully considered the various methods and determined that setting initial sales prices relative to a specific index – AMI – provides the long-term affordability we need and allows us to target specific income levels in the development of Affordable Housing. Using the AMI index method requires us to calculate an Affordable mortgage payment for each AMI level targeted by local housing development. This method is also compatible with federal and state funding resources for both developing and purchasing Affordable Housing.

#### *Determining Household Size*

The GVRHA will use 1.5 persons/bedroom in establishing maximum sales prices, except for studio units, which will use 1 person/unit.

#### *Formula Components*

The formula GVRHA will use in calculating initial sales prices take into consideration the following components:

1. Establish AMI as the standard index – AMI measures the median income for a specific geographic area adjusted by Household size published annually by HUD. For Gunnison County, the methodology for calculating the AMI is tied to the most recent 5-year American Community Survey (ACS) data and adjusted by inflation.
2. Establish an affordability level – HUD recognizes 30% of a Household's Gross Income going towards Housing Expense as Affordable. GVRHA will use the same percent.
3. Establish an amount for property tax, homeowner insurance and HOA dues – to calculate an Affordable sales price, we must first calculate an Affordable loan to the AMI target for a specific development. GVRHA will use \$250/month for units targeting 120% of AMI and less and will use \$350/month for units targeting over 121% AMI.
4. Establish a mortgage term – most purchasers of Affordable units need the lowest mortgage payment possible so the GVRHA will use a 30-year term.
5. Establish an interest rate for the mortgage payment – the mortgage amount for an Affordable unit is directly tied to the interest rate used in this calculation. The lower the interest rate, the higher the mortgage amount and conversely, the higher the interest

rate, the lower the mortgage amount. The GVRHA will use a trailing interest calculation by calculating the average interest rate over a specified period of time and add an affordability margin to that average. The GVRHA will use the most recent ten-year Federal Home Loan Mortgage Corporation (FHLMC, aka Freddie Mac) year-end average rates and will add a 1.5% margin to that number.

6. Establish a loan-to-value ratio – the GVRHA will use a 90% loan-to-value ratio to determine the initial sales price after calculating the mortgage amount.
7. Using these data points with a financial calculator the initial sales price is set.

The GVRHA will update these sales prices annually when the most recent HUD AMIs are published.

## **SECTION 2: INITIAL SALES PRICE CALCULATION RENTAL PROPERTIES**

This formula for determining initial sales price of a unit will be used when developing affordable rental housing offered for sale by a developer to the general public, as it directly targets specific income levels. Rental rates for affordable units will be capped at thirty percent (30%) of the AMI adjusted by bedroom count. The thirty percent (30%) must include utilities.

## **SECTION 3: PARTNERSHIP OPPORTUNITIES WITH GVRHA**

### *Introduction and Background*

This Part V Section 3 of the Guidelines is designed to inform private and non-profit Affordable Housing developers (Developers) of the procedures the GVRHA will use in evaluating unsolicited Special Limited Partnership (SLP) participation proposals from Developers.

The GVRHA's mission is to advocate, promote, plan and provide the long-term supply of desirable and Affordable Housing in Gunnison County in order to maintain a well-rounded community. This mission includes the promotion of adequate, safe and Affordable Housing opportunities for a broad spectrum of residents within the geographical boundaries of the GVRHA.

Therefore, GVRHA will consider unsolicited participation proposals for the development of Affordable and/or low-income housing. This is not a competitive process and participation by the GVRHA is Dependent upon GVRHA Board and Staff evaluation of the merits of each proposal using criteria established in these Guidelines and subject to change, modification or elimination of this Part V Section 3 at any time, in its sole discretion.

In 2001, the Colorado legislature revised Section 29-4-226 of the Colorado Revised Statutes which provides, in relevant part, that the portion of a project that is occupied by persons of low income and is owned by or leased to an entity: (I) that is wholly owned by an authority; (II) in which an authority has an ownership interest; or (III) in which an entity wholly owned by an

authority has an ownership interest, is exempt from special assessments. Recently, several private and public sector developers have approached the GVRHA, inquiring about the GVRHA partnering with them to take advantage of this exemption. Because GVRHA has limited staff and financial resources, it is necessary to establish the procedures and criteria that GVRHA staff will use to evaluate and recommend proposals submitted by Developers to the GVRHA Board.

#### *Proposal Selection Criteria*

The selection criteria listed here may be amended from time to time at the sole discretion of the GVRHA. They may also be used to evaluate land-banking opportunities, projects competing for state and federal resources or other local funding should it become available.

1. The proposed project must meet the following threshold criteria to be considered:
  - a. Submission of the application and the application processing fee;
  - b. Located within the geographical boundaries of the GVRHA;
  - c. The proposed project is not financially feasible without the GVRHA's participation. The GVRHA will not participate in a project merely to increase the Developer's profit margin;
  - d. A portion of the project includes Affordable units serving Households at or below 100% of the Area Median Income (AMI);
  - e. No environmental or legal impediments are present that could delay or terminate the project.
2. The proposed project will be evaluated on the following elements, which may not be inclusive, subject to the proposal:
  - a. Responsiveness to local workforce housing goals;
  - b. Consistency with adopted community plans and community engagement
    - i. Diverse stakeholders have the opportunity to engage and inform proposed housing plans;
    - ii. Community engagement occurs early, and is scaled to the specific project;
    - iii. Community engagement is designed with respectful, inclusive, and constructive outcomes in mind.
  - c. Track record of potential partners.
  - d. Location:
    - i. Proximity to transit;
    - ii. Suitable residential zoning;
    - iii. Availability of utility services on/near site;
    - iv. Balancing provision of housing across the valley.
  - e. Matching site opportunities with market demand:
    - i. Project type – for sale or rental;
    - ii. Design style – condo, townhome, single family, multifamily;
    - iii. Targeted AMIs and level of affordability;
    - iv. Sustainable design – socially and environmentally;
    - v. Number of housing units provided.
  - f. Financial Feasibility and Sustainability of the project:
    - i. Local resources are leveraged (% of overall project costs compared to local

- contribution);
    - ii. Risks are mitigated, managed, and aligned with roles and responsibilities
    - iii. Quality of construction and design;
    - iv. Rental properties with adequate maintenance and repairs budget;
    - v. For-sale product with HOAs that have adequate maintenance and repair budget;
    - vi. Affordability over the long term for residents;
    - vii. Anticipated ongoing operating costs such as snow removal, utility expenses and common area maintenance.
3. Procedure for Partner Selection:
- a. Developer must submit a development participation proposal to the GVRHA, which requires among other things that additional documents be submitted with the proposal:
    - i. Narrative of the proposal which includes but is not limited to, total number of units, property address, rehabilitation or new construction, number of phases, AMI targets; unit mixes, income restrictions, sales price or rental rate projections;
    - ii. Development Sources and Uses budget;
    - iii. First year operating revenues and expenses;
    - iv. For rental proposals a 15-year detailed proforma;
    - v. Developer compensation;
    - vi. Statement regarding whether Developer or its related entities are involved or have reason to believe they will be involved in litigation;
    - vii. Conceptual site plan;
    - viii. List of intended partners, including but not limited to architect, contractor, legal, accounting, property management and financing.
    - ix. List of references for similar type developments.
    - x. Developer audited financials for at minimum the past two years.
4. With the submission of the Development Participation Proposal Form, Developer must remit a non-refundable Application Fee of \$500 to reimburse the GVRHA cost required to review and analyze the specific proposal.
5. GVRHA Staff will perform an initial review and evaluation of the participation proposal. Based on measurements against the above criteria, staff will forward the proposal to the GVRHA Board with recommendations regarding declining the proposal or continuing analysis.
6. It is recommended that Developers contact the GVRHA Staff Executive Director prior to submitting a participation proposal to assess merits and alignment with the GVRHA Guidelines and mission.
7. Upon approval of participation, the GVRHA reserves the right to require financial compensation for administrative costs, on-going compliance and reporting

requirements and offset of community financial contributions through fee waivers, sale/use tax exemptions and property tax exemptions.

## **PART VI: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS FOR FULL RESALE VALUE, PERMITTED CAPITAL IMPROVEMENTS, INSURANCE REQUIREMENTS**

### **SECTION 1: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS**

#### *Regular Maintenance*

In order to preserve the quality of our housing stock, particularly those that have significant amounts of public subsidies in them, it is important that homeowners maintain the condition of their homes to an acceptable level. Ideally, homeowners would choose to maintain their homes because of their preference to reside in safe, decent housing, rather than be forced to do so by regulation or rules from the GVRHA. The GVRHA is making efforts to educate homeowners that there are distinct financial advantages to maintaining their residences in decent condition since: 1) failure to do so could result in poor marketability and lower offering prices for the home, and 2) when property conditions are rated as "fair" or "poor" on appraisals, lenders will require that work be performed and paid for to upgrade the rating prior to closing on a resale.

All costs to repair or maintain a property to bring it up to the minimum property standards will be deducted from the Full Resale Value.

#### *Minimum Property Standards for Full Resale Value*

- "Thoroughly cleaned property"
- Carpets professionally cleaned two or three days prior to closing
- All major scratches, holes, burn marks repaired in hardwood floors, linoleum, tile, counter tops, etc.
- No broken windows
- All screens in windows (if screens were originally provided)
- All appliances as originally provided must be in clean, working order
- All doors will be in working order with no holes
- All latches and locks on doors will work
- All keys will be provided; e.g., doors, mailbox, garage
- All mechanical systems shall be in working order
- Walls are paint-ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding of equal value shall be replaced prior to closing, or sufficient funds escrowed at closing for the new buyer
- No leaks from plumbing fixtures

- No roof leaks
- Any safety hazards shall be remedied prior to closing
- All light fixtures shall be in working order with light bulbs included

"Thoroughly cleaned property" means:

**KITCHEN**

- Range -Inner and outer services must be cleaned.
- Range hood and exhaust fan must be cleaned.
- Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer must be clean. Freezer must be defrosted.
- Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers must be clean. Door and drawer handles, if provided, must be clean and in place.
- Sink and Garbage Disposal - Sink and plumbing fixtures must be clean. If garbage disposal is provided, this must be in working order.
- Dishwasher – If provided prior to move-in, it must be in working order and inner and outer surfaces must be clean.

**BLINDS, WINDOWS, SCREENS:**

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades - must be clean and in working order with no holes or damage.
- Windows - All window surfaces, inside and outside of the window glass, must be clean.
- Screens - Screens must be clean and in place with no holes or tears.

**CLOSETS:**

- Closets, including floors, walls, hanger rod, shelves and doors, must be clean.

**LIGHT FIXTURES:**

- Light fixtures will be clean and must have functioning bulbs/fluorescent tubes.

**BATHROOMS:**

- Bathtub, Shower Walls, Sinks -Bathtubs, shower walls and sinks must be clean.
- Toilet and Water Closet - Water closets, toilet bowls and toilet seats must be clean. If the toilet seat is broken or peeling, the seat must be replaced.
- Tile - All tile and grout must be clean.
- Mirrors and Medicine Cabinets – must be cleaned inside and out.
- Shelves and/or Other Cabinetry - must be cleaned inside and out.

**WALLS, CEILINGS, PAINTED DOORS AND BASEBOARDS:**

- Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

**FLOORS:**

- Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include wood, wood parquet tiles, linoleum, asphalt tile, vinyl tile, mosaic tile, concrete and carpet. If carpet, all carpets must be professionally cleaned at least two days prior to closing.

**INTERIOR STORAGE/UTILITY ROOMS:**

- Storage/utility rooms must be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

**WALLS PAINT-READY:**

- All holes must be patched; all posters, pictures, etc., must be removed from all walls; all nails, tacks, tape, etc., must be removed from all walls; and all walls must be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed and walls made paint-ready.

**WINDOWS:**

- If a window is broken, including the locking mechanism, the window must be replaced.

*Health and Safety Hazards. Any condition(s) that provides a health and/or safety hazard must be fixed. This would include, but is not limited to, exposed electrical wiring, improper ventilation for gas, hot water systems, torn carpeting, etc.*

**SECTION 2: PERMITTED CAPITAL IMPROVEMENTS**

At times owners of deed restricted properties may want to improve their home and recoup their expense for the improvement. Because one of the primary objectives in providing deed restricted homes in a community is to ensure there is a supply of Affordable homes, any improvements that increase the resale price of deed restricted properties relative to the original income target is a concern. Therefore, Permitted Capital Improvements should be clearly defined and restricted sufficiently to maintain Affordable price points over time while still protecting the quality of the housing stock.

It should be noted that Permitted Capital Improvements (PCIs) do not include the regular repair, maintenance, replacement of fixtures and finishes, or the upkeep of a property. Those on-going owner obligations are important to the quality of the deed restricted housing stock and are addressed in the Maintenance section of these Guidelines.

*Treatment of Permitted Capital Improvements*

The amount for Permitted Capital Improvements shall not exceed ten per cent (10%) of the original purchase price for an initial ten (10) year period. For every ten (10) year period from the date of the original purchase and Covenant, another ten (10) per cent of the purchase price

may be added to the value of the property for Permitted Capital Improvements. In calculating such amount, only those Permitted Capital Improvements identified in these Guidelines shall qualify for inclusion. An owner's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.

When PCIs are allowed, only those that improve unfinished interior spaces or add new system(s) that make the property more Affordable for the owner/occupant will be included in the Maximum Resale Value calculation. Luxury or cosmetic upgrades, exterior improvements (landscaping, decks and patios), or replacement of existing finishes, appliances, or fixtures will not be included as PCIs in the Maximum Resale Value.

When calculating the value of PCIs an owner must provide clear, legible, written proof of costs incurred. The cost of labor will not be included in the value added into the Maximum Resale Value.

Appreciation of PCIs will start from the first of the month when they were completed. An owner must provide evidence of obtaining a building permit and notice of formal completion when required to add the value of the PCIs to the Maximum Resale Price.

In the development of new housing, if PCIs are allowed, the initial sales prices will be discounted to ensure that even with the addition of PCIs, the price at time of resale will be Affordable to the initial income target.

When PCIs are not allowed, properties will be fully finished with adequate storage and/or garages at the time of initial sale.

#### *Permitted Capital Improvements*

- Modifications or improvements to accommodate persons with disabilities as defined in the Americans with Disabilities Act of 1990;
- Modifications or Improvements to assist seniors to age in place;
- Improvements for health and safety protection devices (including radon);
- Improvements to finish intentionally included unfinished interior space;
- Modifications or improvements to increase energy efficiency and/or water conservation on a case-by-case basis.

#### *Non-Permitted Capital Improvements*

- Jacuzzis, sauna, steam showers and other similar items;
- Upgrades or the addition of decorative items including lights, window coverings, flooring, paint and other similar items;
- Upgrades of appliances, plumbing and mechanical systems;
- Outdoor landscaping including the addition of decks, porches, patios, gazebos, fencing,

- irrigation systems and other similar fixtures;
- Cost of tools or rental equipment.

### **SECTION 3: INSURANCE REQUIREMENTS**

Deed-restricted housing with public subsidies means that the cost to build homes is greater than what the sales price is. Typically, homeowners insure their homes for 80% of what the value of the home is, assuming 20% of the value is in the land.

When properties are subsidized, owners must obtain full replacement cost coverage which will repair or replace the home in the event of damage or destruction. Insuring a deed-restricted home to a capped value could result in a gap between what the insurance will pay and what it actually costs to repair or replace the home.

Any damage or destruction must be corrected or repaired before a resale of the property will be allowed.

## **PART VII: DEED MONITORING/COMPLIANCE MATTERS**

### **SECTION 1: DEED MONITORING**

The Affordable Housing programs currently in place in our communities, as well as those yet to be developed, have come at great cost to each community in terms of dedicated staff time, investment of legal, financial and material resources, the contributions of intellectual property and gaining the support of the public will. It is incumbent upon provider of an Affordable Housing program to protect the investments made and honor the intent of each Deed Restriction through compliance monitoring.

The GVRHA will annually monitor compliance by owners of deed-restricted properties through a self-completed affidavit.

It is considered a violation of these Guidelines for an owner to refuse to return a completed deed-monitoring affidavit to the GVRHA.

#### *GVRHA Responsibility*

To adequately qualify new owners as well as determine compliance when deed monitoring, the GVRHA will use the following definitions:

1. Owner-Occupied – at least one qualified person holding title occupies the property as their primary residence.
2. Non-Occupying Co-Borrower – a person who is on title merely for the purpose of

obtaining lender approval for a buyer's purchase money mortgage and whose intent is to not occupy the property.

3. Non-Qualified Owner – a person or business allowed to own a property that must be occupied by a Qualified Occupant.
4. Qualified Occupant/occupant – a person who has been approved through the GVRHA as meeting the requirements of employment, income, occupancy or any other factors relative to the Deed Restriction.
5. Principal residence – a property where the occupant(s) lives a minimum of 9 months per year.

In addition to an *owner's* use of the property, relevant factors in determining that the property is the principal residence include without limitation:

- a. The owner's place of employment.
- b. The principal place of abode for the owner's family members.
- c. The address listed on the owner's federal tax returns, driver's license, auto registration and/or voter registration card.
- d. The owner's mailing address for Household bills, personal bank statements and personal correspondence.
- e. The location of religious organizations, service clubs or community non-profits the owner is affiliated with.

In additional to an *occupant's* use of the property, relevant factors in determining that the property is the principal residence include a – e above without limitation, and:

- f. Evidence the occupant has been qualified as a resident by the GVRHA.
6. Sole residence – the only residence an owner has a right, title or other interest in, or the only residence a Qualified Occupant has an interest in.
7. Vacant Property – a home that is no longer occupied as a principal residence by the owner for a period of 90 consecutive days, or a property that is unoccupied by a Qualified Occupant for a period of 90 consecutive days.
8. Leave of absence – a vacancy longer than 90 days that has prior approval from the GVRHA.

## SECTION 2: COMPLIANCE MATTERS

From time to time it may come to the attention of the GVRHA that an owner of a deed-restricted property may be out of compliance with the terms of the Deed Restriction, or an occupant of a property managed by the GVRHA may be found to be in violation of the lease and any and all rules, regulations, policies and procedures governing such occupancy. It is the responsibility of the GVRHA to investigate all alleged non-compliant matters and determine if a violation is in existence. GVRHA staff will inform the Board President of potential non-compliance matters upon discovery and keep the President apprised of the investigative process and outcomes.

### *Deed-Restriction Non-Compliance*

The GVRHA has the right and authority to investigate as fully as possible all non-compliant matters which will include, but is not limited to:

- Contact with the owner informing them of the allegation
- Inspection of the property in question
- Inspection of lease agreements, title documents, loan documents and all others pertaining to legal ownership and occupancy of the property
- Verification of employment directly with the owner's employer, tax returns of the owner, IRS verifications of tax return authentication, and other documents as warranted
- Social media searches, all other publicly accessed internet resources
- Any other reasonable means of verifying compliance as deemed necessary.

Subject to the nature of and significance of a violation, the GVRHA will notify the beneficiary and the owner, provide suggestions for acceptable remediation and a reasonable timeline in which it must be achieved.

If a remedy satisfactory to the beneficiary cannot be reached and subject to the terms of the deed restriction, one of the following penalties may be levied:

- Appreciation - no appreciation gained on a property from the date the violation was incurred or discovered, whichever is earlier, until a satisfactory remedy is reached.
- Monetary - a per diem fine may be imposed from the date the violation was incurred or discovered, whichever is earlier, until a satisfactory remedy is reached.
- Specific performance – the violating homeowner may be forced to sell the property.
- Reimbursement – the violating homeowner may be required to reimburse the beneficiary equal to the current value of the public dollars invested in the property.
- If a property is encumbered by a HUD-insured mortgage, the following remedies will not be pursued:
  - Acceleration of a mortgage
  - Voiding a conveyance by an owner
  - Terminating an owner's interest in a property
  - Subjecting an owner to contractual liability other than monetary damages.

An owner found to be in violation of these Guidelines, or an applicable Deed Restriction may submit a notice to the GVRHA protesting the determination and initiate the Grievance Process in Part VIII of these GVRHA Housing Guidelines within one week after receiving notice of a violation.

### *Lease, Rules, Regulations, Policies, Procedures Violations*

This Section identifies lease violation procedures that will be implemented for properties owned and managed by GVRHA, excepting those properties whose senior governing documents

prevent such procedures. These procedures clearly detail the process and timeline for enforcement of lease provisions, rules and regulations, policies and procedures and companion/service animal agreements. These procedures apply to all tenants and for all violations *except for failure to pay rent when due*, when the specific terms of the lease agreement shall prevail.

Each tenant is provided with a copy of all lease provisions, rules and regulations, policies and procedures and companion/service animal agreements at the time of initial occupancy of a unit and at each lease renewal. After reviewing these documents with GVRHA staff, each tenant is required to sign these documents and initial in various places. The GVRHA will continue to make tenants aware of all lease provisions, rules and regulations, policies and procedures and companion/service animal agreements at the time of initial occupancy of a unit and at each lease renewal.

When a violation of any lease provisions, rules and regulations, policies and procedures and companion/service animal agreements is made known to the GVRHA, the following procedures shall be followed:

1. First violation

- a. Within two (2) business days an informal email with the subject line stating "First Notice of Violation and Request for Compliance" will be sent to the tenant stating:
  - i. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
  - ii. How the violation occurred
  - iii. When the violation occurred
  - iv. How to remedy the violation
  - v. Highlight they have 3 business days from the date of the email to have the violation corrected
  - vi. A request for the tenant to notify us in writing when they have corrected the violation
- b. The GVRHA reserves the right to immediately file for lawful eviction if the first violation is of a nature that:
  - i. Poses a serious or imminent threat to another individual
  - ii. Causes property damage beyond the amount of the damage deposit received from the tenant
  - iii. Is a criminal activity
  - iv. Involves the use, possession or cultivation of a prohibited substance

GVRHA will immediately notify the Board President of any eviction action being initiated.

2. Second violation of the same nature

Within two (2) business days, a formal email with the subject line stating: "Second Notice of Violation and Request for Compliance" will be sent to the tenant stating:

- a. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
- b. How the violation occurred
- c. When the violation occurred
- d. How to remedy the violation
- e. Highlight they have 3 business days from the date of the email to have the violation corrected
- f. A request for the tenant to notify us in writing when they have corrected the violation

### 3. Third violation of the same nature

Within two (2) business days a formal email with the subject line stating: "Third and Final Notice of Violation" will be sent to the tenant stating:

- a. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
- b. How the violation occurred
- c. When the violation occurred
- d. When the First and Second Notices of Violation were sent and a summary of tenant responses to each Notice
- e. Identify the enforcement action to be taken by the GVRHA, subject to applicability:
  - i. Early termination of lease
    1. If there are six (6) full months or more remaining on the lease
  - ii. Non-renewal of lease
    1. If there are less than six (6) full months remaining on the lease
  - iii. Eviction
    1. If the violations are of a nature that:
      - a. Poses a serious or imminent threat to another individual
      - b. Causes property damage beyond the amount of the damage deposit received from the tenant
      - c. Is criminal activity
      - d. Involves the use, possession or cultivation of a prohibited substance
- f. GVRHA will follow all applicable laws in the effectuation of each enforcement action.
- g. GVRHA will immediately notify the Board President of the issuance of the Third and Final Notice of Violation and the enforcement action taken.
- h. The tenant shall receive a copy of the GVRHA Grievance and Appeals Process and Request for Alternative Dispute Resolution form.

### 4. Violations of different natures

For tenants with violations, individually or in combination, of five (5) different terms of any lease

provisions, rules and regulations, policies and procedures and companion/service animal agreements, shall, after the fifth violation is made known to GVRHA, receive an email with a formal "Final Notice of Violation" stating:

- a. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
- b. How the violation occurred
- c. When the violation occurred
- d. When the previous First Notices of Violation and Request for Compliance were sent and a summary of tenant responses to each Notice
- e. Identify the enforcement action to be taken by the GVRHA, subject to applicability:
  - i. Early termination of lease
    1. If there are six (6) full months or more remaining on the lease
  - ii. Non-renewal of lease
    1. If there are less than six (6) full months remaining on the lease
  - iii. Eviction
    1. If the violations are of a nature that:
      - a. Poses a serious or imminent threat to another individual
      - b. Causes property damage beyond the amount of the damage deposit received from the tenant
      - c. Is criminal activity
      - d. Involves the use, possession or cultivation of a prohibited substance
- f. GVRHA will follow all applicable laws in the effectuation of each enforcement action.
- g. GVRHA will immediately notify the Board President of the issuance of the Final Notice of Violation and the enforcement action taken.
- h. The tenant shall receive a copy of the GVRHA Grievance and Appeals Process and Request for Alternative Dispute Resolution form.

## **PART VIII: DISCRIMINATION, GRIEVANCE PROCESS, EXEMPTION REQUESTS**

### *Discrimination*

The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing owner/tenant or prospective owner/tenant concerns and to ensure fair treatment of owners/tenants in the event that an action or inaction by the GVRHA Board or staff is perceived to adversely affect the owner/tenant of a housing project.

Protected classes in housing include race, color, religion, creed, national origin/ancestry, disability/handicap, sexual orientation (including transgender status), marital status and familial status (children under the age of 18 in the Household).

Any owner/tenant or prospective owner/tenant seeking to purchase or occupy housing administered by the GVRHA who believes he or she is being discriminated against because of a protected class may file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410, and to the Colorado Department of Regulatory Agencies Civil Rights Division, 1560 Broadway, Suite 110, Denver, CO 80202, and to the GVRHA Board of Directors at 202 E. Georgia Avenue, Gunnison, CO 81230.

### *Grievance Process*

Any prospective owner/tenant seeking to purchase or occupy housing administered by the GVRHA, or an existing owner/occupant of housing administered by the GVRHA, who believes he or she is otherwise aggrieved (the Grievant") may request an alternative dispute resolution process through the GVRHA Board. Such request must be made in a timely manner by delivering the request to the Executive Director of the GVRHA within fifteen (15) calendar days of the alleged grievance. The request shall clearly identify the nature and date of the grievance and state if they want a Grievance and Appeals hearing or use a voluntary mediation process, both as described herein. The Executive Director shall inform the Board President immediately upon receiving such request.

### Grievance and Appeals Hearing

The Board President shall appoint three Board members as the Grievance and Appeals Committee. The Committee shall schedule a hearing with the Grievant within ten (10) calendar days of the request for an alternative dispute resolution.

The Grievant and the GVRHA may both present to the Committee any exculpatory or inculpatory records, documents and regulations pertinent to the request for the hearing. Both parties shall be given the opportunity to examine all such documents at minimum 48 hours prior to the hearing. Both parties may have legal representation at the hearing.

The Committee shall determine the length of the hearing after review of the documents provided and shall inform the parties of the procedure during the hearing (which party presents first and for how long, comments from any public present, etc).

There are three possible outcomes from the Committee at the time of the hearing:

- The Committee can rule to uphold the GVRHA staff actions/determinations
- The Committee can over-rule or modify the GVRHA staff actions/determinations
- The Committee can defer their ruling until a future date, not to exceed five (5) business days from the date of the hearing.

A final ruling of the Committee will be delivered in writing to the Grievant and GVRHA staff.

#### Voluntary Mediation Process

The GVRHA will use a voluntary mediation process where the owner/tenant or prospective owner/tenant agrees that any and all claims, controversies, breaches or disputes arising from or related to an action or inaction of the GVRHA Board or staff is subject to a requirement to mediate prior to filing any lawsuit or filing for arbitration. The mediation shall take place in the County of Gunnison, State of Colorado utilizing a mediator provided by The Office of Dispute Resolution of the State of Colorado's Judicial Branch ("ODR"). The mediation proceedings will be conducted in compliance with the Colorado Dispute Resolution Act C.R.S. 13-22-301 et seq in effect at the time a demand for mediation is made. The parties to the mediation agree that there is no requirement to actually reach a settlement to the dispute in mediation, but agree that if a settlement is reached during mediation it shall be reduced to writing and shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

#### *Exemption Request*

A request for an exemption to the strict application of these Guidelines or any terms or conditions of an applicable Deed Restriction may be made to the GVRHA requested if an unusual hardship can be shown, and the variance from the strict application of the Guidelines is consistent with the Deed Restriction intent. In order to request an exemption, a letter must be submitted to the GVRHA Executive Director stating the request, with documentation regarding the unusual hardship.

The GVRHA may grant a request for an exemption to these Guidelines, with or without conditions. If the request is for an exemption to the terms and conditions of the Deed Restriction, the GVRHA Executive Director will forward the request and supporting documentation to the jurisdiction that is the beneficiary of the Deed Restriction for a final decision.

### **PART IX: DEFINITIONS**

**Affordable** - means the amount spent by a Household on rent (utilities included) or mortgage payments (principal, interest, taxes, insurance and any HOA dues) does not exceed 30% of the Household's gross combined income.

**Affordable Housing** – Dwelling units restricted by use and occupancy as approved by a member jurisdiction of the GVRHA or by the GVRHA itself. An Affordable Housing unit may be restricted by use, occupancy, resale limitations, retirement restrictions or other limitations to employees of employers, locally working Households, or seniors or Disabled Persons.

**Area Median Income or AMI** – means the median annual income for the County (or such next larger statistical area calculated by HUD that includes the County, if HUD does not calculate the Area Median Income for the County on a distinct basis from other areas), as adjusted for Household size, that is calculated and published annually by HUD (or any successor index thereto acceptable to the GVRHA, in its reasonable discretion).

**Assets** - liquid Assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. The most recent Assessed Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid Assets such as personal belongings or intangible Assets will not be included in the asset limitations for each income category.

**Co-Borrower** - a person who is on title for the purpose of obtaining lender approval for a buyer's purchase money mortgage.

**County** – means the County of Gunnison.

**Deed Restriction** - agreements that restrict the use of real estate in some way and are listed or referenced in the deed.

**Dependent** – means a person, including a spouse of a child of, a step-child or, a child in the permanent legal custody of or a parent of, a Qualified Owner or Qualified Occupant, in each case whose sole place of residence is in the same Household as such Qualified Owner or Qualified Occupant, and who is financially Dependent upon the support of the Qualified Owner or Qualified Occupant. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as that act shall from time to time be amended.

**Disabled Person** - someone who has a physical or mental impairment that has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities.

**Essential Housing** – housing that is restricted by land use code, zoning regulations, deed restriction or any other written method that is intended for a particular employment situation and/or income population.

**Essential Services** – means those services that are absolutely necessary to maintain the health and welfare of the community. They include, but may not be exclusive to: executive governance, emergency healthcare, fire and police protection, basic sanitation including clean water, sewage and garbage removal.

**Essential Service Workers** – means the personnel needed to maintain Essential Services.

**Gross Income** - is the sum of all wages, salaries, profits, interest payments, rents, and other

forms of earnings, before any deductions or taxes.

**Guidelines** – means the most recent adopted Gunnison Valley Regional Housing Authority Housing Guidelines in effect at the time of closing on a sale or Transfer of a property or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time.

**GVRHA** – means the Gunnison Valley Regional Housing Authority.

**Household** – means one or more persons who intend to live together on a property as a single housekeeping unit.

**Housing Expense** – means the amount paid for rent plus utilities, or for the principal, interest, taxes, insurance and any homeowner association dues. It includes all payments necessary to prevent loss of the right to own or occupy a property through failure to pay in a timely manner.

**HUD** – means the US Department of Housing and Urban Development.

**Maximum Resale Price** – means the maximum purchase price that may be paid by any purchaser of a property, other than the initial purchaser who acquires the property from the GVRHA or a developer, that is determined in accordance with the provisions in Part IV of these Guidelines. The Maximum Resale Price is not a guaranteed price, but merely the highest price an owner may obtain for the sale of the property which includes all considerations paid to the owner.

**Non-Occupying Co-Borrower** – a person who is on title merely for the purpose of obtaining lender approval for a buyer's purchase money mortgage and whose intent is to not occupy the property.

**Non-Qualified Owner** – a person or business who does not meet the definition of a Qualified Owner who is allowed to own a property that must be occupied by a Qualified Occupant.

**Owner-Occupied** – at least one Qualified Owner holding title occupies the property as their primary residence.

**Principal/Primary Residence** – a property where the occupants reside a minimum of nine (9) per calendar year.

**Qualified Employer** – means a business, nonprofit, government agency or essential service provider whose business address is located within Gunnison County, employs persons who reside within Gunnison County, has fulltime employees who perform work in Gunnison County, and whose business taxes are paid in Gunnison County.

**Qualified Household** – at least one member of the Household is a Qualified Owner.

**Qualified Owner** – means a natural person who meets the following requirements at the time that he/she takes initial ownership interest or Transfer of interest in a property as qualified by the GVRHA:

1. Has maintained his/her primary and sole residence in Gunnison County, Colorado for six (6) consecutive months immediately preceding taking initial ownership or Transfer of interest in a property, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
2. Has earned his/her primary source of income (80% or more of all income earned) working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County and has demonstrated such to the GVRHA, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
3. Except as provided for in Part II Section 2 of these Guidelines, does not own any interest in other improved residential property(s). A purchaser who owns residential real estate must convey all interest in said residential property(s) prior to taking initial ownership or Transfer of interest of a property; and
4. A Qualified Household shall not have a net worth that exceeds the limits as provided for in Part I Section 3 of these Guidelines; and
5. Income and asset restrictions are only applicable at the time of purchase and shall be verified by the GVRHA; and
6. Shall occupy the property as his/her sole and exclusive primary residence at all times during ownership of the property.

**Qualified Occupant** - means a person who meets the following requirements at the time he or she takes initial occupancy of the Property as qualified by the Beneficiaries:

1. Has maintained his/her primary and sole residence in Gunnison County, Colorado for three (3) consecutive months immediately preceding taking initial ownership or Transfer of interest in a property, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
2. Has earned his/her primary source of income (80% or more of all income earned) working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County and has demonstrated such to the GVRHA, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
3. Does not own any interest in other improved residential property(s). An occupant who owns residential real estate must convey all interest in said residential property(s) prior to taking initial occupancy of a property; and
4. A Qualified Household shall not have a net worth that exceeds the limits as provided for in Part I Section 3 of these Guidelines; and
5. Income and asset restrictions are only applicable at the time of initial occupancy and shall be verified by the GVRHA.
6. Shall occupy the property as his/her sole and exclusive primary residence at all times

during occupancy of the property.

**Seasonal Employee** - shall mean an employee who is hired into a position for which the period of employment is six months or less.

**Seasonal Housing Unit** - shall mean a dormitory-style unit with a shared kitchen, bath and living room with a minimum of two private bedrooms and a maximum of four private bedrooms containing a minimum of 220 square feet of living space per bedroom intended primarily for occupancy by Seasonal Employees

**Transfer** - means an act of a party, or of the law, by which the title to a property is wholly or partially Transferred to another; including but not limited to the sale, assignment voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the property is Transferred and owner retains title, except that, this definition does not include any Transfer of an interest by the GVRHA.

If reviewed and approved in writing by the GVRHA prior to occurrence the following Transfer(s) are exceptions to the definition, provided that the new owner, other than an estate, shall use the property as his/her principal residence:

1. A Transfer resulting from the death of an Owner where the Transfer is to the spouse or domestic partner who is also a Qualified Owner.
2. A Transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a Transfer is made to a spouse who is also a Qualified Owner.

**Vacant Property** – a home that is no longer occupied as a principal residence by the owner for a period of 90 consecutive days, or a property that is unoccupied by a Qualified Occupant for a period of 90 consecutive days.

RETURN TO:  
GVRHA  
202 E. Georgia Avenue  
Gunnison, CO 81230

## NOTICE OF LIEN

### AND MEMORANDUM OF ACCEPTANCE OF MASTER DEED RESTRICTION AGREEMENT FOR 216 S. Avion Drive, #A101, Crested Butte, CO 81224, GUNNISON COUNTY, COLORADO

WHEREAS, Dewey Overholser and Amanda Henderson the “Buyer” is purchasing from Bryce G. Armston and Elizabeth Armston, the “Seller” at a price of \$146,462 the real property described as:

**Unit 101, Apache Building, STALLION PARK CONDOMINIUMS, according to the Condominium Map recorded August 3, 2006 at Reception No. 567653 and the Condominium Declaration pertaining thereto recorded August 3, 2006 as Reception No. 567654, First Supplement recorded September 6, 2006 as Reception No. 568786 Second Supplement recorded December 28, 2010 as Reception No. 602909, First Amendment recorded October 12, 2011 as Reception No. 608844, AND FURTHER as modified by the Affidavit recorded December 1, 2009 as Reception No. 595429,**

**County of Gunnison,**

**State of Colorado.**

known as the “Property”; and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitle “Gunnison County Master Deed Restriction” for the Property, recorded on (insert recording date of deed restriction here) under Reception No. (insert Reception No. here), in the real property records of the County of Gunnison, Colorado (the “Deed Restriction”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning the Deed Restriction and fully understands the terms, conditions, provisions, and restrictions contained in the Deed Restriction.
2. States that any Notice to Buyer should be sent to:



**EXHIBIT C**

**NOTICE OF INTENT TO SELL OR TRANSFER AFFORDABLE HOUSING UNIT**

This document must be completed and submitted to the Gunnison County for any Affordable Housing Unit that is deed-restricted under the Gunnison County Master Deed Restriction.

I/We, \_\_\_\_\_ as owner(s) hereby declare my/our intent to sell/transfer the property described as:

\_\_\_\_\_  
acknowledging that such property is restricted (including ownership, occupancy and sale of such property) by Gunnison County.

I also hereby request Gunnison County to calculate a Maximum Resale Price for my Affordable Housing Unit, according to a formula in the Unit’s deed restriction. When calculating the price, please consider the following to the extent allowed by the Unit’s deed restriction:

- Costs of any public improvements for which assessments were imposed by any municipal special improvement as created by or with that municipality since the recordation date of the deed restriction. Documentation of the costs (check one) is \_\_\_\_\_ is not \_\_\_\_\_ attached; and
- Costs of capital improvements as approved by Gunnison County or its designee, according to certain requirements as prescribed by the deed restrictions, not to exceed a certain percent of the original purchase price. (A list of capital improvements to my/our unit and documentation of my/our payment(s) for such improvements must be attached along with any required permits from the municipality.)

**OWNERS OF AFFORDABLE HOUSING UNIT**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**GUNNISON COUNTY ACKNOWLEDGMENT OF RECEIPT**

By: \_\_\_\_\_ County Manager Date Received \_\_\_\_\_

**EXHIBIT D**

## PERMITTED CAPITAL IMPROVEMENTS

### *Permitted Capital Improvements*

- Modifications or improvements to accommodate persons with disabilities as defined in the Americans with Disabilities Act of 1990;
- Modifications or improvements to assist seniors to age in place;
- Improvements for health and safety protection devices (including radon);
- Improvements to finish intentionally included unfinished interior space;
- Modifications or improvements to increase energy efficiency and/or water conservation on a case-by-case basis.

### *Non-Permitted Capital Improvements*

- Jacuzzis, sauna, steam showers and other similar items;
- Upgrades or the addition of decorative items including lights, window coverings, flooring, paint and other similar items;
- Upgrades of appliances, plumbing and mechanical systems;
- Outdoor landscaping including the addition of decks, porches, patios, gazebos, fencing, irrigation systems and other similar fixtures;
- Cost of tools or rental equipment.

**EXHIBIT E**

**EXERCISE OF RIGHT OF FIRST REFUSAL**

The Board of County Commissioners of Gunnison County \_\_\_\_\_ will \_\_\_\_\_ will not exercise its Right of First Refusal for property located at \_\_\_\_\_.

By: \_\_\_\_\_, County Manager

\_\_\_\_\_  
Date

**EXHIBIT F**

**EXERCISE OF RIGHT OF FIRST REFUSAL**

The Gunnison Valley Regional Housing Authority \_\_\_\_\_ will \_\_\_\_\_ will not exercise its Right of First Refusal for property located at \_\_\_\_\_.

By: \_\_\_\_\_, Executive Director

\_\_\_\_\_  
Date

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

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**Agenda Item:** Gunnison County Master Deed Restriction; Unit 9, R

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The attached documents were created by the Gunnison Valley Regional Housing Authority.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/22/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

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**GUNNISON COUNTY MASTER DEED RESTRICTION**

THIS GUNNISON COUNTY MASTER DEED RESTRICTION (“Restriction” or “Restrictions”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by MICHAEL S. MCINTOSH (the Grantor), and each the Gunnison Valley Regional Housing Authority of Gunnison, Colorado, and Gunnison County (the “Beneficiaries”) which are duly organized under and by virtue of the laws of the State of Colorado. The Owner and Beneficiaries are sometimes referred to herein collectively as the “Parties.” This Restriction replaces and supersedes in its entirety that certain GUNNISON COUNTY HOUSING AUTHORITY DEED RESTRICTIONS ROCK CREEK VILLAGE recorded December 20, 2001 as Reception No. 516770 and that certain GUNNISON COUNTY HOUSING AUTHORITY OCCUPANCY AND RESALE DEED RESTRICTION AND ESSENTIAL HOUSING COVENANT recorded June 7, 2010 as Reception No. 5998878 in the Office of the Gunnison County Clerk and Recorder.

1. Property Subject to Deed Restriction. The following real property (the “Property”) is hereby made subject to these Affordable Housing Restrictions (“Restrictions”):

**Unit 9, ROCK CREEK VILLAGE, in accordance with the recorded Declaration and Plat, Gunnison County, Colorado, being the "Final Plat of Rock Creek Village a common interest community within Lots 22 and 23, the Meadows Phase 2-R, City of Gunnison, Gunnison County, Colorado, recorded on October 4, 2001 at Reception No. 514875 of the records of the Gunnison County Clerk and Recorder of Gunnison County, Colorado and the Declaration of Grants, Covenants, Conditions and Restriction for Rock Creek Village, recorded on October 4, 2001 at Reception No. 514874 of the records of Gunnison County, Colorado  
County of Gunnison,  
State of Colorado.**

Commonly known as **1408 Rock Creek Road, Gunnison, Colorado**

WHEREAS, the Beneficiaries, acting as the declarant, intend to create a valid and enforceable covenant running with the land that assures that all of the Property hereby existing or to be developed on the Property will be used solely by individuals who are either Qualified Owners or Qualified Occupants (as such terms are hereinafter defined), subject to limited exceptions provided for herein; and

WHEREAS, both the Grantor and the Beneficiaries recognize the public need for attainable and affordable housing for the workforce and working families of Gunnison County, particularly within the Gunnison Valley; and

WHEREAS, under this Restriction the Grantor and Beneficiaries intend, declare, and covenant that the regulatory and restrictive covenants set forth herein governing the use of the Property described and provided for herein shall be and are hereby made covenants running with the land and are intended to be and shall be binding upon the Beneficiaries and Grantor, and all subsequent owners of such Property for the stated term of this Restriction, unless and until this Restriction is released and terminated in the manner hereafter described.

## 2. Definitions

i. AREA MEDIAN INCOME (AMI) means the median income for Gunnison County adjusted for household size, as established and defined in the most recent annual schedule published by the U.S. Department of Housing and Urban Development (HUD).

ii. CAPITAL IMPROVEMENT means any fixture erected as a permanent improvement to the Property excluding repair, replacement, maintenance costs, and sweat equity.

iii. COUNTY shall mean the Board of County Commissioners of Gunnison County, Colorado.

iv. GUIDELINES mean the most current Gunnison Valley Regional Housing Authority Housing Guidelines or Gunnison County Housing Guidelines if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, in effect at the time of closing on a sale or transfer of the Property or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time and attached hereto as Exhibit A.

v. FIRST MORTGAGE means a deed of trust or mortgage that is recorded senior to any other deeds of trust or liens against the Property to secure a loan used to purchase the Property by a Mortgagee.

vi. HOUSEHOLD means one or more persons who intend to live together on the Property as a single housekeeping Property.

vii. HOUSING AUTHORITY means the Gunnison Valley Regional Housing Authority. Unless expressly stated otherwise in this Deed Restriction, "Housing Authority" shall refer to the Gunnison Valley Regional Housing Authority, except that if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, "Housing Authority" shall refer to the County.

viii. MAXIMUM RESALE PRICE means the maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from the Beneficiaries that is determined in accordance with the provisions of Section 6.iii of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

ix. MORTGAGEE means any bank, savings and loan association, or any other institutional lender that is licensed to engage in the business of providing purchase money mortgage financing for residential real property and that is the beneficiary of a deed of trust or mortgage encumbering the Property.

x. NON-QUALIFIED OWNER or NON-QUALIFIED TRANSFEREE means an Owner that is not a Qualified Owner.

xi. NET WORTH means the estimated sum of the assets of the Qualified Owner or Qualified Occupant. The term *Asset* refers to liquid assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. The most recent Assessed Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid assets such as personal belongings or intangible assets will not be included in the asset limitations for each income category.

xii. OWNER means the Grantor and any subsequent buyer, heir, devisee, transferee, grantee, owner or holder of title to the Property, or any portion of the Property.

xiii. PURCHASE PRICE means all consideration paid by the purchaser to the seller for the Property.

xiv. QUALIFIED OWNER means a natural person who meets the following requirements at the time that he/she takes initial ownership interest or transfer of interest in the Property as qualified by the Beneficiaries:

a. Has maintained his/her primary and sole residence in Gunnison County, Colorado for six (6) consecutive months immediately preceding taking initial ownership or transfer of interest in the Property or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Beneficiaries; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Beneficiaries; and

c. Except as provided for in Section 4.i.b. and 4.1.c., does not own any interest in other improved residential property(s). A purchaser who owns residential real estate must convey all interest in said residential property(s) prior to taking initial ownership or transfer of interest of the Property; and

d. A qualified household shall not have a net worth that exceeds four (4) times the income based on the AMI applicable to actual household size of a prospective purchaser, such AMI set by HUD annually and adjusted for household size.

e. Income restrictions are applicable at the time of qualification and shall be verified by the Beneficiaries. Income guidelines are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial ownership or transfer of interest the combined household income shall not exceed 100% of AMI; and

f. Shall occupy the Property as his/her sole and exclusive primary residence at all times during the ownership of the Property.

xv. QUALIFIED OCCUPANT means a person who meets the following requirements at the time he or she takes initial occupancy of the Property as qualified by the Beneficiaries:

a. Has maintained primary and sole residence in Gunnison County, Colorado for three consecutive months immediately preceding taking initial occupancy of the Property or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Housing Authority; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by the Beneficiaries; and

c. Except as provided for in Section 4.i.a. and 4.i.c., does not own any interest in other improved residential property(s). An occupant who owns residential real estate must convey all interest in said residential property(s) prior to taking initial occupancy of the Property; and

d. A qualified household shall not have a net worth that exceeds two (2) times the income based on the AMI applicable to actual household size of a prospective occupant, such AMI set by HUD annually and adjusted for household size; and

e. Income restrictions are only applicable at the time of occupancy and shall be verified by the Beneficiaries. Income restrictions are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial occupancy, the combined household income shall not exceed 100% of AMI; and

f. Shall occupy the Property as his/her sole and exclusive primary residence.

xvi. TRANSFER means an act of a party, or of the law, by which the title to a Property is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title, except that, this definition does not include any transfer of an interest by the Beneficiaries.

If reviewed and approved in writing by the Beneficiaries prior to occurrence the following transfer(s) are exceptions to the definition, provided that the new Owner, other than an estate, shall use the Property as his/her principal residence:

- a. A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also a Qualified Owner.
- b. A transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a transfer is made to a spouse who is also a Qualified Owner.

3. Restriction Runs with the Land. This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, each of the Beneficiaries, and their successors and assigns, and this Restriction shall bind the Beneficiaries and all subsequent Owners and occupants of the Property. Each Owner and Qualified Occupant, upon acceptance of a deed or lease to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the Owner's period of ownership or Qualified Occupant's tenancy, as may be appropriate. Each and every Transfer or lease of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance. The Beneficiaries shall hold their interest as tenants in common, except that neither Beneficiary may sell, transfer or assign their interest in the Restriction without the express written permission of the other, and neither beneficiary shall agree to relieve any Owner or Qualified Occupant of their obligations under the Restriction without the express written consent of the other. If one of the Beneficiaries ceases to exist, that Beneficiary's interest in the Restriction shall be deemed to be assigned to the remaining Beneficiary.

4. Ownership, Use, Occupancy and Rentals.

i. Ownership.

- a. Qualified Owner(s). The ownership of the Parcel is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) which shall include the parties described and approved as set forth in Section 4.ii. In the event that the Property is occupied without compliance with this Restriction, the Beneficiaries shall have the remedies set forth herein, including but not limited to the rights under Section 8 herein.
- b. Employee Housing. Upon the written consent of the Beneficiaries, which consent may be recorded, a non-qualifying natural person or entity that owns or operates a business located in and serving the county may purchase the Property, provided, however, that by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the Property to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the Property for such Owner's own use or leave the Property vacant except as otherwise provided herein.
- c. Rental Projects. Upon the written consent of the Beneficiaries, which consent may be

recorded, a non-qualifying natural person or entity may own the Property for the purpose of operating a rental project. However, by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the Property to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the property for such Owner's own use or leave the Property vacant except as otherwise provide herein.

ii. Use and Occupancy. Except as provided for in Section 4.i.b and 4.i.c here in, the use and occupancy of the Property is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) or Qualified Occupant(s), his or her spouse and child(ren) and other immediate family members.

iii. Rental of Property.

a. Qualified Owner(s). An owner may not, except with prior written approval of the Beneficiaries' conditions of approval, rent the Property to a Qualified Occupant(s) for no less than six (6) months and no more than one (1) year and occurring not more than once every five (5) years. All rentals must comply with the current Guidelines.

b. Employee Housing. A non-qualifying natural person or entity that owns the Property, pursuant to Section 4.i.b, may rent the Property for any period of time. All renters must be Qualified Occupants. Any occupancy of the Property pursuant to sections 4.i.b and 4.iii.b shall not exceed two persons per bedroom, unless the Beneficiaries approves otherwise.

c. Rental Projects A non-qualifying natural person or entity that owns the Property, pursuant to Section 4.i.c, may rent the Property for any period of time. All renters must be Qualified Occupants. Any occupancy of the Property pursuant to Sections 4.i.c and 4.iii.c shall not exceed two persons per bedroom, unless the Beneficiaries

iv. Roommates. The requirements of this Restriction shall not preclude the Owner from sharing occupancy of the Property with non-owners on a rental basis provided that the non-owner(s) is also a Qualified Occupant. Owner continues to occupy the Property as his/her sole and primary residence and meets the obligations contained in this Restriction, including the definition of Qualified Owner or Qualified Occupant. Short-term rentals/roommates are strictly prohibited.

v. No Indemnification or Waiver of Immunity. Nothing herein shall be construed to require either of the Beneficiaries to protect or indemnify the Owner against any losses attributable to a rental including, but not limited to, non-payment of rent or damages to the Property; nor to require either of the Beneficiaries to obtain a Qualified Occupant for the Owner in the event that none is found by the Owner. In addition, nothing herein shall be construed as a waiver by either of the Beneficiaries governmental immunity provided by the Colorado Governmental Immunity Act or other applicable law.

vi. Initial Finance and Refinance Restriction.

- a. At the time of the purchase of the Property the original principal amount of any indebtedness secured by a First Mortgage shall not exceed an amount equal to one hundred percent (100%) of the Purchase Price paid for the Property by that Owner, subject to the Guidelines.
- b. An Owner may refinance a First Mortgage that encumbers the Property with the consent of the Beneficiaries; provided, however, that the original principal amount of any refinanced indebtedness secured by a First Mortgage shall not exceed an amount equal to ninety-seven percent (97%) of the then current Maximum Resale Price limit.

vii. Ownership Interest in Other Residential Property. Except with respect to a Non- Qualified Owner permitted to purchase a Property as set forth in Section 4, if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property in or out of the County, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred twenty (120) days of its listing required hereunder, then the Owner shall immediately list his or her Property for sale pursuant to Section 8.v. of this Restriction. In the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties that constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Section 4.vii. provided that the Owner is not occupying any of the inventoried properties for residential or commercial purposes.

viii. Compliance. Any Owner of the Property is required to comply with annual certifications to the Beneficiaries that they are in compliance with the requirements of this Restriction. The Housing Authority acknowledges and recognizes that the income and net worth of a Qualified Owner or Qualified Occupant may increase over time, however, such increases over the maximum income and net worth requirements at initial purchase or occupancy shall not constitute a default of this Restriction.

ix. Any owner or prospective buyer must agree to and execute the Notice of Lien form attached hereto as Exhibit B.

5. Initial Purchase Price. Upon completion of construction of the Property, the Property shall be sold to a Qualified Owner, except as provided for in Section 4.i. of this Restriction, at an affordable Purchase Price as determined by the Guidelines.

6. Transfer of Property.

- i. Resale. No Transfer of the Property shall occur subsequent to the original purchase from the County or the Beneficiaries, except upon full compliance with the procedures set forth in this Section 6. In the event the Property is sold and/or conveyed without compliance

with this Restriction, such sale and/or transfer shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

ii. Notice of Intent. The Property shall not be sold or transferred without prior submission by the Qualified Owner to the Housing Authority of a written Notice of Intent to Sell or Transfer Affordable Housing Unit as set forth in Exhibit C attached hereto.

iii. Maximum Resale Price.

a. The initial purchase price of the Property shall be the basis for calculating the Maximum Resale Price in accordance with this Restriction and the Guidelines in effect at the time of listing the Property for sale.

b. The Maximum Resale Price of the Property shall be limited to be no more than the following calculation:

The Maximum Resale Price may not exceed the sum of: (i) the Purchase Price paid by the Owner for the Property, plus: (ii) an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually) from the date of the Owner's purchase of the Property to the date of the Owner's Notice of Intent to Sell the Property; plus (iii) an amount equal to any special improvement district assessments, if applicable and not transferable, paid by the seller during the seller's ownership of the Property; (iv) the cost of Permitted Capital Improvements made to the Property by the Owner as set forth in Exhibit D attached hereto.

c. Permitted Capital Improvements. The amount for Permitted Capital Improvements shall not exceed ten per cent (10%) of the original purchase price for an initial ten (10) year period. For every ten (10) year period from the date of the original purchase and Covenant, another ten (10) per cent of the purchase price may be added to the value of the Property for Capital Improvements. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit C hereto shall qualify for inclusion. Seller's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.

d. Pursuant to the Guidelines, each Owner shall be responsible for ensuring that at the Transfer of his or her Property, the same is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property. Prior to the sale of the Property the Beneficiaries are authorized to take necessary actions and incur necessary expenses for bringing the Property into saleable condition. Such actions and expenses include, but are not limited to, cleaning the Property and making necessary repairs to or replacements of appliances and/or Property fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting

fixtures, and/or correcting any health or safety violations on the Property. Expenses incurred by the Beneficiaries to bring the Property into a saleable condition shall be itemized and documented by the Housing Authority and deducted from the Owner's proceeds at closing of the Transfer of the Property.

- e. No Owner shall permit any prospective purchaser to assume any or all of the Owner's closing costs. No Owner shall accept anything of value from a prospective purchaser except for the Maximum Resale Price before, during or after closing of the Transfer of the Property.
  - f. Nothing in this Restriction represents or guarantees that the Property will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market, the Property may be re-sold for less than the Maximum Resale Price.
- iv. Beneficiaries Right to Acquire Ownership - Right of First Refusal. The initial Owner and each subsequent Owner shall not transfer the Property, or any part thereof, without first offering same to each of the Beneficiaries for purchase. Each of the Beneficiaries shall have a right of first refusal to purchase the Property as follows:
- a. If an Owner receives any offer to purchase or ends any offer of sale for the Property for any amount less than or equal to the Maximum Resale Price, each of the Beneficiaries shall have the absolute right of the first refusal to purchase the Property at the offered sales price. This right of first refusal will first be granted to the county, using the form attached here to as Exhibit E, and then the Gunnison Valley Regional Housing Authority, using the form attached hereto as Exhibit F, only if the County does not exercise its right of first refusal.
  - b. Each of the Beneficiaries shall have the option to exercise its right of first refusal, with the County prevailing as detailed in 6.iv.a., by executing a written and binding commitment to purchase the Property within twenty-one (21) days after each of the Beneficiaries receives written Notice of Intent to Sell or Transfer Affordable Housing Unit by Owner. The commitment to buy shall set a closing date within a reasonable period of time.
  - c. Each of the Beneficiaries shall have the right to inspect the Property prior to exercising its right of first refusal. If the Property is damaged there shall be a decrease in the sales price of the Property equal to the amounts necessary to bring the Property into saleable condition as reasonably determined by the Beneficiaries, including but without limitation cleaning, painting, replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures.

- d. In the event neither of the Beneficiaries executes a written and binding commitment to purchase the Property within said twenty-one (21) day period, this right of first refusal shall expire.
  - e. If the Owner does not sell or otherwise transfer the Property, the terms and conditions of this right of first refusal shall again apply to any subsequent sale or transfer of the Property.
  - f. The right of first refusal shall be in full force and effect from the date of initial sale in perpetuity. Any sale or attempted transfer of the Property effected without first giving both of the Beneficiaries the right of first refusal described above shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
- v. Beneficiaries Made Whole. No transfer of the Property shall occur unless and until each and every encumbrance, debt or liability owed by the Owner to the Beneficiaries is fully satisfied.

7. Foreclosure

- i. It shall be a breach of these Restrictions for an Owner to default in the payments or other obligations due or to be performed under a promissory note secured by deed of trust encumbering the Property. The Owner hereby agrees to notify the Beneficiaries, in writing, of any notification Owner receives from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, within five (5) calendar days of Owner's notification from lender, or its assigns, of said default or past due payments
- ii. Upon receipt of notice as provided herein, the Beneficiaries shall have the right, in its sole discretion, to solely or jointly cure the default or any portion thereof, thereby becoming the Curing Party. In such event, the Owner shall be personally liable to the Curing Party for past due payments made by the Curing Party, together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one (1) per cent, and all actual expenses of the Curing Party incurred in curing the default. In the event the Owner does not repay the Curing Party within sixty (60) days of notice that the Curing Party has cured the Owner's default, the Owner agrees that the Curing Party shall be entitled to a lien against the Property to secure payment of such amounts. Such a lien may be evidenced by a notice of lien setting the amounts due and rate of interest accruing thereon, and such notice of lien may be recorded in the real property records of Gunnison County, Colorado, until such lien is paid and discharged. The Curing Party shall have the additional right to bring an action to foreclose on the Property for the payment of the lien set forth in this section 7.ii.

iii. In the event of a foreclosure on a promissory note secured by a first deed of trust on the Property, or any Property, and the issuance of a public trustee's deed by the holder of such note and deed of trust ("Holder"), or the acceptance by Holder of such note and deed of trust or a deed in lieu of foreclosure of the Property, and Holder's subsequent recordation of the same in the Office of the Gunnison County Clerk and Recorder, the Beneficiaries may acquire the Property by exercising that certain "Option to Purchase," the copies of which is attached hereto as Exhibits E and F. In the event that the Option is not exercised by either of the Beneficiaries, this Deed Restriction shall be released and shall be of no further force or effect.

8. Default/Breach

i. In the event either of the Beneficiaries has reasonable cause to believe an Owner is violating the provisions of these Restrictions, that entity, through its authorized representatives, may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Owner with no less than 24 hours written notice.

ii. The respective Beneficiary shall send a notice of violation to the Owner, with a copy to the other Beneficiary, detailing the nature of the violation and allowing the Owner fifteen (15) days to determine the merits of the allegations, or to correct the violation. In the event the Owner disagrees with the allegation of violation of these Restrictions, the Owner may request, in writing, a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee or some similar body convened by the County if the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee ceases to exist or is replaced. If the Owner does not request a hearing and the violation is not cured within the fifteen-day period, the Owner shall be considered in violation of these Restrictions.

iii. Whenever these Restrictions provide for a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee, such hearing shall be scheduled by the Beneficiaries within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of the Beneficiaries shall be a final decision, subject to judicial review.

iv. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of these Restrictions or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of these Restrictions, the prevailing party shall be awarded its damages, expenses and costs, including reasonable attorney's fees.

v. In the event the Property is sold and/or conveyed without compliance with the terms of these Restrictions, such sale and/or conveyance shall be wholly null and void and shall

confer no title whatsoever upon the purported buyer. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to these Restrictions.

vi. In the event an owner fails to cure any breach of these Restrictions, each of the Beneficiaries may resort to any and all available legal or equitable actions, including but not limited to specific performance of these Restrictions, an injunction against future sale(s) in violation of these Restrictions, or eviction of noncomplying owners and/or occupants.

vii. Eliminating Resale Gain. In the event of a breach of any of the terms or conditions contained herein by an Owner, his or her heirs, successors or assigns, the Owner's initial purchase price of the Property shall, upon the date of such breach as determined by either of the Beneficiaries, automatically cease to increase as set out in Section 6.iii. of this Restriction, and shall remain fixed until the date of cure of said breach or until the Owner repays the Curing Party.

9. In the event of a dispute between the Beneficiaries regarding interpretation, enforcement or otherwise of this Restriction or any portion of it, the position of Gunnison County shall prevail.

10. General Provisions

i. These Restrictions shall constitute covenants running with the Real Property as a burden thereon, for the benefit of, and shall be specifically enforceable by each of the Beneficiaries and/or its respective successors and assigns, as applicable. Enforcement by any appropriate legal action may include, but is not limited to specific performance injunction, reversion, or eviction of noncomplying owners and/or occupants.

ii. Equal Housing Opportunity. Pursuant to the Fair Housing Act and each of the public policy, the Housing Authority shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability or sexual orientation in the lease, sale, use or occupancy of the Property.

iii. Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

iv. Any notice, consent, approval, or request which is required to be given by any party hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the owner. The owner shall also notify, in writing, the Beneficiaries of any change in address.

To Beneficiaries: Gunnison County Manager  
200 E. Virginia Avenue  
Gunnison, Colorado 81230  
Fax: 970-641-3061

AND

Gunnison Valley Regional Housing Authority  
Executive Director  
202 E. Georgia Avenue  
Gunnison, Colorado  
Fax: 888-406-1360

To Owner: Michael S. McIntosh  
1408 Rock Creek Road  
Gunnison, CO 81230

To Subsequent Owners: At the address maintained in the records of the  
Gunnison County Assessor's office

- v. Whenever possible, each provision of these Restrictions and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of these Restrictions shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions of such document.
- vi. These Restrictions and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.
- vii. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- viii. Owners and subsequent owners agree that he or she shall be personally liable for their participation in any of the transactions contemplated herein and that he or she will execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of these Restrictions or any agreement or document relating hereto or entered into in connection herewith.
- ix. Any modifications of these Restrictions shall be effective only when made by a duly executed instrument by the Beneficiaries and an Owner and recorded with the Clerk and Recorder of Gunnison County, Colorado. Notwithstanding the foregoing, the Parties agree that the Beneficiaries may amend these Restrictions where deemed

necessary to effectuate the purpose and intent of these Restrictions, so long as both Beneficiaries agree to such amendments.

EXECUTED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

By: \_\_\_\_\_  
Jennifer Kermode, Executive Director

State of Colorado            )  
  ) ss.  
County of Gunnison         )

The foregoing Gunnison Valley Regional Housing Authority Affordable Housing Deed Restriction for been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Jennifer Kermode, Executive Director of the Gunnison Valley Regional Housing Authority

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

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

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson

By: \_\_\_\_\_  
\_\_\_\_\_, Vice Chairperson

By: \_\_\_\_\_  
\_\_\_\_\_, Commissioner

ATTEST:

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Deputy County Clerk



**EXHIBIT A**

# **GVRHA AFFORDABLE HOUSING GUIDELINES**

Adopted by GVRHA Board of Directors April 13, 2020

## **Table of Contents**

<b>MISSION AND VISION STATEMENTS &amp; PURPOSE</b>	<b>1</b>
<b>GUNNISON VALLEY REGIONAL HOUSING AUTHORITY PLAN</b>	<b>1</b>
<b>PART I: INCOME CATEGORIES, EMPLOYMENT, ASSET AND RESIDENCY REQUIREMENTS</b>	<b>2</b>
SECTION 1: INCOME CATEGORIES	2
SECTION 2: INCOME TESTING AND INCOME CALCULATION	2
SECTION 3: ASSET TESTING AND LIMITATIONS	4
SECTION 4: EMPLOYMENT AND RESIDENCY REQUIREMENTS	5
<b>PART II: OWNERSHIP, USE, OCCUPANCY AND RENTALS</b>	<b>7</b>
SECTION 1: OWNERSHIP, USE, OCCUPANCY	8
SECTION 2: RENTALS	9
<b>PART III: PURCHASING AFFORDABLE HOUSING</b>	<b>10</b>
SECTION 1: LOTTERY PROCESS FOR PURCHASING	10
SECTION 2: FIRST-COME, FIRST-SERVED PROCESS	12
SECTION 3: MAINTAINING ELIGIBILITY FOR OWNERSHIP OF AFFORDABLE HOUSING	13
<b>PART IV: REALES OF DEED-RESTRICTED PROPERTIES</b>	<b>13</b>
<b>PART V: INFORMATION FOR DEVELOPMENT OF AFFORDABLE HOUSING</b>	<b>15</b>
SECTION 1: INITIAL SALES PRICE CALCULATION FOR-SALE PROPERTIES	15
SECTION 2: INITIAL SALES PRICE CALCULATION RENTAL PROPERTIES	16
SECTION 3: PARTNERSHIP OPPORTUNITIES WITH GVRHA	16
<b>PART VI: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS FOR FULL RESALE VALUE, PERMITTED CAPITAL IMPROVEMENTS, INSURANCE REQUIREMENTS</b>	<b>19</b>
SECTION 1: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS	19

<b>SECTION 2: PERMITTED CAPITAL IMPROVEMENTS</b>	<b>21</b>
<b>SECTION 3: INSURANCE</b>	<b>23</b>
<b>PART VII: DEED MONITORING/COMPLIANCE MATTERS</b>	<b>23</b>
<b>SECTION 1: DEED MONITORING</b>	<b>23</b>
<b>SECTION 2: COMPLIANCE MATTERS</b>	<b>24</b>
<b>PART VIII: DISCRIMINATION, GRIEVANCE PROCESS, EXEMPTION REQUESTS</b>	<b>28</b>
<b>PART IX: DEFINITIONS</b>	<b>30</b>

## **MISSION AND VISION STATEMENTS & PURPOSE**

*"The Gunnison Valley Regional Housing Authority's mission is to advocate, promote, plan and provide the long-term supply of desirable and Affordable Housing in Gunnison County in order to maintain a well-rounded community."*

*GVRHA Mission Statement Adopted January 16, 2013*

*"Our vision is to support the quality of life and economic vitality of the unique communities in the Gunnison Valley by increasing housing choices and opportunities for our local residents."*

*GVRHA Vision Statement Adopted April 10, 2019*

It is the intent of the Regional Housing Authority to provide Affordable Housing opportunities for persons who are currently or have actively been employed or self-employed in Gunnison County, and who also provide goods and services to individuals, businesses or institutional operations in Gunnison County.

Periodically the Gunnison Valley Regional Housing Authority ("GVRHA") establishes these Guidelines that govern the development of, admission to and occupancy of deed-restricted Affordable Housing units for residents throughout Gunnison County. These Guidelines support the GVRHA's goals and are not intended to supersede Codes of Gunnison County, the City of Gunnison, the Town of Crested Butte, the Town of Mt. Crested Butte and the International Building Code.

These Affordable Housing Guidelines respond to housing needs in communities throughout Gunnison County. The Guidelines are used to:

- Review Land Use Applications
- Establish Affordable Housing Income Categories
- Establish Affordable Housing Rental Rates
- Establish Affordable Housing Sales Prices
- Establish Criteria for Qualifying and Occupancy of Units
- Provide Information, Support and Process for Developing Affordable Housing
- Provide information on Monitoring and Compliance

NOTE: These Affordable Housing Guidelines will remain in effect until such time as the Board of Directors for the Gunnison Valley Regional Housing Authority Board approve new or amended Guidelines.

## **GUNNISON VALLEY REGIONAL HOUSING AUTHORITY PLAN**

The Guiding Principles and Housing Goals and Objectives for the Gunnison Valley, as stated in

the GVRHA Regional Housing Plan adopted by the Board of Directors April 10, 2019 will be reviewed and revised by the GVRHA Board of Directors on a periodic basis. The GVRHA will promote equal opportunity in housing throughout Gunnison County.

## **PART I: INCOME CATEGORIES, EMPLOYMENT, ASSET AND RESIDENCY REQUIREMENTS**

These Guidelines identify categories of income levels for Gunnison County Households for the purpose of establishing initial sales prices and rental rates for new housing. These categories correlate to income levels by Household size provided by the US Dept of Housing and Urban Development (HUD) and the U.S. Census Bureau known as Area Median Income (AMI) for Gunnison County on an annual basis. The GVRHA will post the annual AMIs on their website when made available by HUD.

### **SECTION I: INCOME CATEGORIES**

Category 1	Very-Low Income Limits	≤ 50% AMI
Category 2	Low Income Limits	≥ 51% - ≤ 80% AMI
Category 3	Moderate Income Limits	≥ 81% - ≤ 100% AMI
Category 4	Middle Income Limits	≥ 101% - ≤ 120% AMI
Category 5	Upper Income Limits	≥ 121% - ≤ 200% AMI

#### *Determining Household Size*

HUD's AMI categories are further defined by Household size. For the purpose of calculating initial sales prices, the Household size will be calculated by using one and one-half (1.5) persons per bedroom of the unit to be built. For the purpose of establishing rental rates, the number of bedrooms of the rental unit will determine Household size.

### **SECTION 2: INCOME TESTING AND INCOME CALCULATION**

Income testing refers to the verification of the annual Household income of a prospective purchaser or tenant who wishes to qualify for a deed restricted unit. Income testing shall only be done at the time of qualification for initial purchase or initial occupancy of the unit by a Household, and at every subsequent sale or Transfer of occupancy of the deed restricted unit.

Household income should be calculated using a standard method for all prospective purchasers and tenants of Affordable Housing restricted to a certain income category. These Guidelines require using gross income from each Household member's tax returns. For Households with more than one tax return filer, the gross income for each filer will be added together to arrive at the Household's income.

*Documentation*

The GVRHA may request the following documentation to calculate income using the gross income method.

Persons employed by others:

- Most recent 2 years complete personal federal tax returns with all schedules attached
- Most recent 2 years W-2s from all employers
- Most recent 2 consecutive paystubs from each employer
- Employer Verification of Employment

Persons with some form of self-employment:

- Most recent 2 years complete personal federal tax returns with all schedules attached
- Most recent 2 years W-2s from all employers
- Employer Verification of Employment
- Most recent 2 years business tax returns:
  - Partnership – K-1 and 1065
  - S-Corporation – K-1 and 1120S
  - Corporation – 1120 (including W-2's and 2 most recent paystubs)

Persons with unearned income:

- Most recent 'award letter' stating the monthly or annual Gross Income received (SSI, SSDI, VA benefits, etc)

Persons newly employed and/or with no previous tax returns:

- Evidence of income to be earned (employment contract, written verification from new employer of income to be earned, etc)
- Most recent consecutive business and personal bank statements from start of business

Under certain circumstances the GVRHA may require other, non-traditional forms of documentation to accurately calculate gross household income.

All income documentation and the information contained therein will remain confidential.

*Calculating gross income:*

All income reported to the IRS, whether taxable or not, may be included in the Household gross income calculation as long as it can be determined that it has a strong likelihood of continuing in the future. Income from the following sources will be calculated using the following

methods:

“Salaried Income” – this is income earned by working for a separate entity whether the employee is considered ‘exempt’ or not. Income reported on the previous 2 years’ W-2s in Box 3 “Social Security Wages” will be averaged over the time period covered by the W-2. This will allow for the inclusion of variable wages earned such as overtime, bonus, hazard pay, tips, etc. that are taxed by the employer.

“Self-employed Income” – this is income/(loss) earned from a business that the Household member has some ownership interest in. Partnerships, S-Corporations LLCs and Sole Proprietorships are included here. Income/(loss) reported as taxable income on the business tax return or reported on a Schedule K-1 as income/(loss) to the Household member will be averaged for the most recent 2 years.

“Unearned Income” – this is income generated through no effort of the Household member and includes pension, annuity, dividends, retirement, alimony or separate maintenance payments, unemployment compensation and Social Security benefits. Variable sources of income will be averaged over the most recent 2 years. Non-variable sources will use the amount as stated on the appropriate documentation. Any income derived from these sources that will not continue past the purchase of an Affordable Housing unit will not be included in the adjusted total income calculation.

“Rental Income” – net income/(loss) earned from investment properties will be averaged over the past 2 years using income/(loss) as reported on Schedule E. If the relevant Deed Restriction does not allow for ownership of other improved real estate, this income will not be included in the gross income, and disposal of the associated property(s) must be verified.

“Capital Gains/(Losses) – income generated from capital gains/(losses) as reported on Schedule D will be included only if it is apparent that it is a regular activity of the Household member and is from the sale of short-term and/or long-term Assets.

“Non-Occupying Owners” – income from persons taking an ownership interest in a deed restricted unit with a prospective purchaser for the sole purpose of enhancing the credit-worthiness of the prospective purchaser will not be included in the Household gross income. Such non-occupying owners must be an immediate family member or a family member once-removed (aunts, uncles, grandparents, in-laws), otherwise their income will be included in the Household gross income.

### SECTION 3: ASSET TESTING AND LIMITATIONS

Asset testing refers to the verification of economic resources that contribute to a Household’s net worth. The term *Asset* refers to liquid assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to

cash. The most recent Total Actual Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid Assets such as personal belongings or intangible Assets will not be included in the asset limitations for each income category.

Asset testing and valuation shall only be done at the time of application for qualification of a Household to initially purchase or occupy a unit, or to enter into a lottery to purchase a unit and at every subsequent sale or Transfer of occupancy of the unit thereafter.

Documentation to verify the value of an asset will be determined by the type of asset; the GVRHA reserves the right to request documents deemed necessary and appropriate to calculate a Household's net worth.

*Household Net Worth Limitations:*

Category 1	Very-Low Income	≤ 2 times the AMI based on actual Household size
Category 2	Low Income	≤ 2 times the AMI based on actual Household size
Category 3	Moderate Income	≤ 3 times the AMI based on actual Household size
Category 4	Middle Income	≤ 3 times the AMI based on a 3-person Household
Category 5	Upper Income	≤ 3 times the AMI based on a 3-person Household

Note: Middle and upper income capped at 3 p HH because ave HH size in the County is 2.4

*Prohibitions on Ownership of other Real Estate*

Qualified Owners and Qualified Occupants in Income Categories 1 – 5 are not permitted to own other improved residential real estate. Improved residential real estate includes stick-built homes, and mobile and manufactured housing on a permanent foundation or with utilities. If such property is owned, the purchaser must list for sale, at competitive market prices, the residential real estate or mobile home prior to closing on the Affordable Housing unit and must still meet the asset/income limitations as set forth in Part I Section 3 herein. Upon the sale, a copy of the recorded warranty deed must be provided to the GVRHA. If the property is not sold by the time of closing on the deed-restricted property, it must remain listed until sold. If the other property has not sold within 180 days of the purchase of the deed-restricted unit, the owner must list and sell the deed-restricted unit according to the terms of the Deed Restriction or these Guidelines, whichever prevails.

**SECTION 4: EMPLOYMENT AND RESIDENCY REQUIREMENTS**

The primary purpose and intent of the GVRHA's Affordable workforce housing programs is to provide housing that is Affordable to local wages. To achieve this the cost of construction of or

acquisition of workforce housing must be subsidized in some manner by the GVRHA's member jurisdictions, therefore it is appropriate that local employment restrictions be placed on each housing unit through a Deed Restriction.

Considerations may be made to provide flexibility from the local employment requirement to address unique situations such as: 1) residents that work from home, 2) persons retiring in their home, 3) Disabled Persons, and 4) persons who have involuntarily lost their employment in Gunnison County.

#### *Minimum Employment Requirements*

At the time of initial ownership or occupancy of Affordable workforce housing units and at all times during ownership or occupancy thereafter, at least one person who resides in the home shall be employed within Gunnison County at a minimum of 30 hours per week on average on an annual basis. Persons who have an annual employment contract that exceed this hourly requirement on a weekly basis may be permitted to have seasonal periods of non-employment, such as persons employed by school districts or other educational facilities, so long as their total employed hours equal or exceed 1,560 hours per year.

"Employed within Gunnison County" shall mean that the person earns at least eighty percent (80%) of their gross income from a business or organization operating in and serving the County and its residents.

#### *Other Considerations*

"Priority for Employees by Area or Occupation" – to facilitate reductions in traffic and automobile use throughout the County, persons employed within a specific geographic area proximate to the proposed development may be given priority in the purchase or rental of Affordable workforce housing when determined necessary or desirable by the governing jurisdiction. To facilitate the inclusion of Essential Service Workers within a certain geographic location, such persons as defined herein may be given priority in the purchase or rental of Affordable workforce housing when determined necessary or desirable by the governing jurisdiction.

"Residents that Work from Home" – the GVRHA may determine that residents who work from home satisfy the local employment criteria if evidence is submitted demonstrating that the work provides a product or service, or other significant direct benefit to the residents of the County and/or an existing local business. If the work, product, service or other benefit does not directly serve the residents of the County and could be performed anywhere, approval to purchase and/or occupy subsidized workforce housing may be denied.

"Persons Retiring in Their Home" – Qualified Owners as defined herein, who wish to retire and continue to own or occupy their workforce housing must score 25 out of a possible 30 points based on the following criteria:

10 Points Must have been employed in Gunnison County for seven (7) continuous years prior to retirement. If employment is less than 7 years, no points are awarded.

10 Points Must have owned and/or occupied their workforce housing for 7 continuous years. If owned or occupied less than 7 years, 1 point shall be deducted for every year less than seven (7).

10 Points Must be 65 years of age or older. If retiring earlier than age 65, deduct 1 point for every year below age 65.

All other requirements for qualification contained in a Deed Restriction must be met.

“Disabled Persons” – Qualified Residents who become disabled after commencement of ownership or occupancy of a workforce home and such disability prevents them from meeting the minimum employment or retirement requirements set forth herein, shall be permitted to remain in their home for a period of occupancy authorized by the governing jurisdiction.

“Involuntary Loss of Local Employment” – Qualified Residents who no longer meet the minimum employment requirements through no action of their own, may be approved to continue to own and/or occupy their workforce housing so long as they are approved in writing by the GVRHA based upon criteria including, but not limited to: 1) percent of total income earned in Gunnison County, 2) place of voter registration, 3) place of automobile registration and driver’s license address, 4) length of residency within Gunnison County, 5) Dependent(s) attendance at local educational institutions, and 6) other qualifications established by the GVRHA from time to time. Compliance with each of these criteria is not necessary; the GVRHA shall consider the criteria cumulatively as they relate to the purpose and intent of the workforce housing.

#### *Minimum Residency Requirements*

Any minimum residency requirement specified in the Deed Restriction shall be followed; if none is specified, proof of a minimum of 6 months residency or an employment contract or letter of employment may be used to evidence local employment.

## **PART II: OWNERSHIP, USE, OCCUPANCY AND RENTALS**

The primary intent of the affordable workforce housing program is to provide decent, Affordable Housing for local residents. Most Deed Restrictions require that the home be “Owner-Occupied” as a “principal residence” for the owner. Some restrictions allow for a non-owner-occupied home to serve as a principal residence for the occupant.

## SECTION I: OWNERSHIP, USE, OCCUPANCY

### *Qualification*

Prior to executing an offer for ownership of a deed-restricted property, a purchaser shall be approved by the GVRHA as a Qualified Owner or have approval to become a Non-Qualified Owner.

### *Non-Qualifying Ownership*

Upon the written consent of the GVRHA a non-qualifying natural person or entity that owns and/or operates a business located in and serving the County may purchase a deed-restricted property; provided, however, that by taking title to a property, a Non-Qualified Owner shall be deemed to agree to the rental restrictions set forth in these Guidelines, and shall rent the property to a natural person(s) that does meet the definition of a Qualified Occupant, and shall not use or occupy the property for their own use or leave the property vacant for longer than sixty (60) days. Any occupancy of a property pursuant to this Section shall not exceed two persons per bedroom, unless the GVRHA approves otherwise.

### *Occupancy*

At all times during ownership of a deed-restricted property, the use and occupancy of the property shall be limited exclusively to a Qualified Owner, their spouse and their Dependents, or at all times during occupancy by a Qualified Occupant and their Dependents and shall be occupied it as their primary and sole residence.

Households may not have less than one person per bedroom occupying a deed-restricted unit.

No more than four non-related persons may occupy a deed-restricted property at any one time.

### *Business Use of a Property*

The use and occupancy of deed-restricted properties will be limited exclusively to housing for natural persons who have been qualified by the GVRHA as meeting employment, income, asset and occupancy restrictions. Unless permitted by local zoning or ordinances where a property is located, and with written permission from the GVRHA, an occupant shall not engage in any business activity on or in the property.

### *Non-Occupying Co-Signers*

Co-signers (persons providing security or assuming partial responsibility for a purchase money loan) may be approved for joint ownership of the unit but shall not occupy the unit unless qualified by the GVRHA. All co-signers must execute the Acknowledgement of Restrictive Covenant/Deed Restriction prior to purchase of a unit. If title to a unit Transfers solely to a

non-qualified co-signer, the unit must be placed for sale according to the terms of the Deed Restriction and these Guidelines.

#### *Leave of Absence Exemption*

There are times when a Qualified Owner must leave Gunnison County for an extended period for personal or family reasons. In this instance the Qualified Owner may apply for an exemption from the GVRHA from the use and occupancy requirements of these Guidelines. It is the responsibility of the Qualified Owner to provide evidence satisfactory to the GVRHA of a bona fide reason for the exemption and a commitment to returning to the property. A leave of absence exemption may be granted at the sole discretion of the GVRHA and will be granted for up to twelve (12) months maximum.

During an approved leave of absence longer than six (6) months, the Qualified Owner must find a Qualified Occupant to rent the property during their absence. The GVRHA must approve the Qualified Occupant and the rental terms prior to occupancy of the property by the Qualified Occupant.

## **SECTION 2: RENTALS**

#### *Rental by Qualified Owner*

Exemptions for the rental of a property that requires owner-occupancy as a principal residence may be granted by the GVRHA under certain circumstances. An owner must apply for an exemption through the GVRHA and provide supporting documentation and the proposed occupant must be approved as a Qualified Occupant prior to taking occupancy. Under no circumstances may a property be leased for more than 12 cumulative months during the entire ownership period of a Qualified Owner.

1. If a Qualified Owner is allowed to rent their unit out for up to a 12-month cumulative period, the rents charged will not exceed the owner's total Housing Expense (mortgage payment including principal, interest, taxes, insurance, mortgage insurance if applicable and homeowner association dues) by more than \$100 dollars per month. A copy of the lease agreement and evidence of the rents charged must be provided to the GVRHA prior to occupancy by a Qualified Occupant.

Should a Qualified Occupant that is the head of the Household become deceased, the remaining Household members shall be permitted to occupy the property until the original lease termination date, subject to the property owner's approval. If a remaining Household member becomes a Qualified Occupant during the original term of the lease, they will be allowed to renew the lease, subject to the property owner's approval.

Roommates are permitted under these Guidelines. Roommates in Owner-Occupied properties

do not have to meet eligibility requirements but at no time may an owner rent out rooms for lease terms of less than 6 months. Under no condition shall any portion of a property be rented on a short-term basis.

When rental properties are acquired by a GVRHA member through a buy-down transaction and a Deed Restriction is placed of record, the GVRHA may, subject to member direction, state in its listing agreement that at least one of the occupants must become a qualified resident within 90 days or the lease shall be terminated.

#### *Rental of Employer-Owned Property*

Where allowed by the Deed Restriction, a property may be owned by a Qualified Employer, nonprofit, government agency, or essential service provider located in Gunnison County that rents the property to its employees or employees of other qualified businesses.

Rental terms shall be for no less than six (6) months. The GVRHA will not require occupants of employer-owned properties to become Qualified Occupants, however, employer-owners will provide evidence of occupant(s) employment if requested by the GVRHA from time to time.

A Qualified Employer may own other improved real estate in or outside of Gunnison County.

#### *Resale of Employer-Owner Property*

1. When a Qualified Employer purchases a property, title may be held by the business rather than a natural person.
2. Any Qualified Employer owner wishing to sell their unit must notify the GVRHA in writing of its intent to sell. The Maximum Resale Price will be calculated per the Master Deed Restriction and these Guidelines. If a lottery for the unit is to be held by the GVRHA as outlined in these Guidelines, a maximum 2% transaction fee shall be paid to the GVRHA. If there are no applicants for the lottery, the GVRHA will list and market the unit on behalf of the seller. The unit must be sold to another Qualified Employer or Qualified Owner, such Qualified Owner's income must be at or below 200% AMI.
3. The unit may be included in the sale of a Qualified Employer's business as an asset of the business however, the Transfer of the unit's ownership must be approved by the GVRHA. In no event may the unit be sold or valued for more than its maximum sales price.

## **PART III: PURCHASING AFFORDABLE HOUSING**

### **SECTION 1: LOTTERY PROCESS FOR PURCHASING**

From time to time the GVRHA may operate a lottery for the sale of deed-restricted properties.

### *Qualification to Purchase*

To qualify to enter the lottery at least one person in a Household wanting to take title to a deed-restricted property must meet the requirements for employment, income and asset limitations and any other requirements of the applicable Deed Restriction. The GVRHA must qualify persons prior to entering a lottery and will assign the number of chances a Household may have in a lottery.

The GVRHA will issue a Certification of Eligibility upon approval of the Household to purchase. A title company or transaction attorney may not close a purchase transaction on a deed-restricted home without having a copy of the Certification in their possession.

### *Priorities for Lottery Entries by Household*

In the event a priority list for Households entering into a lottery is not already established by a jurisdiction of the GVRHA, the following shall apply:

Households that can provide satisfactory evidence of immediate and continuous in-County residency and employment from the age of 18 shall receive lottery entries as outlined here:

Working in Gunnison County $\leq$ 1 year	1 chance
Working in Gunnison County $>$ 1 year but $\leq$ 3 years	2 chances
Working in Gunnison County $>$ 3 year but $\leq$ 5 years	5 chances
Working in Gunnison County $>$ 5 year but $\leq$ 10 years	6 chances
Working in Gunnison County $>$ 10 years but $\leq$ 20 years	7 chances
Working in Gunnison County $>$ 20 years	8 chances
Households that have at least one Essential Service Worker as defined herein	2 additional chances
Households where one person has attended a certified Homebuyer Education class in the past 12 months	1 additional chance

### *Lotteries Not Required*

There are certain Transfers of title on deed-restricted properties that do not require a lottery to be held.

1. Person(s) chosen by a current property owner to join them in title, as long as it is in joint tenancy.
2. Existing owners of deed-restricted properties who list their homes for sale through the GVRHA for a sales price not to exceed the Maximum Resale Price and the property meets the Minimum Standards for receiving maximum resale value as defined in these Guidelines.

### *Lottery Process*

1. All applicants wishing to enter in a lottery must have received a Certification of Eligibility from the GVRHA prior to a lottery being conducted.
2. For newly constructed properties, the lottery will be held as specified by the GVRHA.
3. At the time of the lottery, the GVRHA Executive Director and one GVRHA staff member, along with an un-affiliated third-party shall be present to witness each applicant has placed their entries into the lottery container.
4. The lottery container shall be solid and non-transparent, and entries will be sufficiently mixed.
5. The un-affiliated third-party person will then draw an entry out of the container, and the name shall be recorded on the GVRHA lottery log.
6. This process will continue until entries have been drawn for each unit available and recorded in the same manner.
7. Alternates from remaining entrants will be drawn and recorded.
8. For new construction lotteries, the first-drawn applicant will have no more than five (5) business days to execute a contract or reservation form with the GVRHA. Should they fail to do so, the first alternate will be notified and will have no more than five (5) business days to execute a contract or reservation form, and should they fail to do so, then the next alternate will be notified and will have no more than five (5) business days to do so. This process will continue until there is a contract or reservation executed.
9. For resale lotteries, the same process as 1-9 above will be used, however the seller and the lottery winner may negotiate the terms of the contract as they choose. The seller will provide a copy of the executed contract to the GVRHA within three (3) business days of acceptance.

Applicants determined to be ineligible to enter the lottery may submit a notice to the GVRHA protesting the determination and initiate the Grievance Process identified in Part VIII of these Housing Guidelines within one week of being notified of ineligibility.

### **SECTION 2: FIRST-COME, FIRST-SERVED PROCESS**

When the lottery process is not required by the GVRHA, particularly in the event of resales on deed-restricted properties, the following process will be followed.

1. An owner must contact the GVRHA in writing of their intent to sell the property; the GVRHA will first inspect the property to determine if it meets the Minimum Standards for Full Resale Value as defined in these Guidelines and then will calculate the Maximum Resale Price according to these Guidelines or the recorded Deed Restriction, whichever has precedence.
2. The seller may choose to list their property for sale with any licensed real estate agent of their choice unless the Deed Restriction requires them to list it with the GVRHA.
3. Unless the Deed Restriction provides otherwise, no more than a 2% real estate

commission may be added to the Maximum Resale Price calculation.

4. The GVRHA will charge not more than a 2% transaction fee for its services as a transaction broker.
5. At least one open house must be held for a listed property prior to any offers being accepted by the GVRHA or seller.
6. All offers must be accompanied by a Certificate of Eligibility from the GVRHA.
7. The seller must provide a copy of the executed contract to the GVRHA within three (3) business days of acceptance of the contract.

Applicants determined to be ineligible to enter into a contract with a seller may submit a notice to the GVRHA protesting the determination initiate the Grievance Process in Part VIII of these GVRHA Housing Guidelines within one week after receiving notice of ineligibility.

Prior to recordation of a deed Transferring title to a deed-restricted property, a purchaser who is a Qualified Owner or has been approved as a Non-Qualified Owner shall execute the GVRHA's Acknowledgement of Restrictive Covenant/Deed Restriction and a Notice of Lien. If there is no blanket Deed Restriction recorded for a neighborhood a purchaser may also be required to execute a Deed Restriction. The Notice of Lien and any Deed Restriction requiring execution will be recorded in the records of the Clerk and Recorder of Gunnison County.

### **SECTION 3: MAINTAINING ELIGIBILITY FOR OWNERSHIP OF AFFORDABLE HOUSING**

There is no requirement to meet income or asset criteria for persons who have already purchased and own an Affordable-housing unit or are a Qualified Occupant, however, occupancy and employment criteria along with non-ownership of other improved real estate must continue to be met throughout the tenancy of the Household. GVRHA will require all owners to complete and sign a deed-monitoring affidavit on an annual basis. Responses to the affidavit may require additional documentation be provided to verify compliance.

### **PART IV: REALES OF DEED-RESTRICTED PROPERTIES**

#### *Resale*

No deed-restricted property shall be Transferred subsequent to the original purchase from the GVRHA or its assigns, except upon full compliance with the procedures set forth in these Guidelines. In the event a property is sold and/or conveyed without compliance with these Guidelines, such sale or Transfer shall be wholly null and void and shall confer no title whatsoever to the purported buyer.

#### *Notice of Intent*

When an owner intends to sell or otherwise Transfer title to a deed-restricted property, the owner shall submit to the GVRHA a Notice of Intent to sell or Transfer title. The property may

not be Transferred to any person, entity or entities not qualified by the GVRHA as a Qualified Owner or approved as a Non-Qualified Owner, nor for consideration that exceeds the Maximum Resale Price as determined by the GVRHA pursuant to the provisions of these Guidelines.

#### *Maximum Resale Price*

The Maximum Resale Price may not exceed the sum of: (i) the Purchase Price paid by the owner for the Property, plus: (ii) an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually) from the date of the owner's purchase of the Property to the date of the owner's Notice of Intent to sell the Property; plus (iii) an amount equal to any special improvement district assessments, if applicable and not Transferable, paid by the owner during the owner's ownership of the Parcel; plus (iv) the cost of Permitted Capital Improvements from the date made to the property by the owner as set forth in these Guidelines; minus (v) any amounts associated with bringing the property up to the Minimum Standards for Full Resale Value as set forth in these Guidelines.

#### *Property Condition Upon Sale*

Pursuant to these Guidelines, each owner shall be responsible for ensuring that at Transfer of title the property is clean, appliances are in working order, and there are no health or safety hazards on the property. Prior to any sale of a property, the GVRHA shall conduct an inspection and provide the owner a list of the items that do not meet Minimum Standards for Full Resale Value. As may be necessary from time to time, the GVRHA is authorized to take necessary actions and incur necessary expenses to bring the property into saleable condition. Such actions and expenses include, but are not limited to, cleaning the property and making necessary repairs to or replacements of appliances and/or property fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting fixtures, and/or correcting any health or safety violations on the property. Expenses incurred by the GVRHA to bring the property into a saleable condition shall be itemized and documented by the GVRHA and deducted from the owner's proceeds at closing of the Transfer of the property.

#### *Restriction on Additional Financial Gain*

No owner shall permit any prospective purchaser to assume any or all of the owner's closing costs. No owner shall accept anything of value from a prospective purchaser except for the Maximum Resale Price before, during or after closing of the Transfer of the property.

#### *No Guarantee of Resale Price*

Nothing in these Guidelines represents or guarantees that any property will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market and the property itself, a property may be re-sold for less than the Maximum Resale Price.

## **PART V: INFORMATION FOR DEVELOPMENT OF AFFORDABLE HOUSING**

Part V of these Guidelines contains information to be used by developers of Affordable Housing units in Gunnison County or the municipalities within the County whether required in connection with an application for free-market development or other proposals containing an Affordable Housing component.

### **SECTION 1: INITIAL SALES PRICE CALCULATION FOR-SALE PROPERTIES**

There are several different alternatives that can be used in determining the initial sales price of a unit; each method has ramifications for both short-and long-term affordability and impacts an owner upon resale of the property. GVRHA has carefully considered the various methods and determined that setting initial sales prices relative to a specific index – AMI – provides the long-term affordability we need and allows us to target specific income levels in the development of Affordable Housing. Using the AMI index method requires us to calculate an Affordable mortgage payment for each AMI level targeted by local housing development. This method is also compatible with federal and state funding resources for both developing and purchasing Affordable Housing.

#### *Determining Household Size*

The GVRHA will use 1.5 persons/bedroom in establishing maximum sales prices, except for studio units, which will use 1 person/unit.

#### *Formula Components*

The formula GVRHA will use in calculating initial sales prices take into consideration the following components:

1. Establish AMI as the standard index – AMI measures the median income for a specific geographic area adjusted by Household size published annually by HUD. For Gunnison County, the methodology for calculating the AMI is tied to the most recent 5-year American Community Survey (ACS) data and adjusted by inflation.
2. Establish an affordability level – HUD recognizes 30% of a Household's Gross Income going towards Housing Expense as Affordable. GVRHA will use the same percent.
3. Establish an amount for property tax, homeowner insurance and HOA dues – to calculate an Affordable sales price, we must first calculate an Affordable loan to the AMI target for a specific development. GVRHA will use \$250/month for units targeting 120% of AMI and less and will use \$350/month for units targeting over 121% AMI.
4. Establish a mortgage term – most purchasers of Affordable units need the lowest mortgage payment possible so the GVRHA will use a 30-year term.
5. Establish an interest rate for the mortgage payment – the mortgage amount for an Affordable unit is directly tied to the interest rate used in this calculation. The lower the interest rate, the higher the mortgage amount and conversely, the higher the interest

rate, the lower the mortgage amount. The GVRHA will use a trailing interest calculation by calculating the average interest rate over a specified period of time and add an affordability margin to that average. The GVRHA will use the most recent ten-year Federal Home Loan Mortgage Corporation (FHLMC, aka Freddie Mac) year-end average rates and will add a 1.5% margin to that number.

6. Establish a loan-to-value ratio – the GVRHA will use a 90% loan-to-value ratio to determine the initial sales price after calculating the mortgage amount.
7. Using these data points with a financial calculator the initial sales price is set.

The GVRHA will update these sales prices annually when the most recent HUD AMIs are published.

## **SECTION 2: INITIAL SALES PRICE CALCULATION RENTAL PROPERTIES**

This formula for determining initial sales price of a unit will be used when developing affordable rental housing offered for sale by a developer to the general public, as it directly targets specific income levels. Rental rates for affordable units will be capped at thirty percent (30%) of the AMI adjusted by bedroom count. The thirty percent (30%) must include utilities.

## **SECTION 3: PARTNERSHIP OPPORTUNITIES WITH GVRHA**

### *Introduction and Background*

This Part V Section 3 of the Guidelines is designed to inform private and non-profit Affordable Housing developers (Developers) of the procedures the GVRHA will use in evaluating unsolicited Special Limited Partnership (SLP) participation proposals from Developers.

The GVRHA's mission is to advocate, promote, plan and provide the long-term supply of desirable and Affordable Housing in Gunnison County in order to maintain a well-rounded community. This mission includes the promotion of adequate, safe and Affordable Housing opportunities for a broad spectrum of residents within the geographical boundaries of the GVRHA.

Therefore, GVRHA will consider unsolicited participation proposals for the development of Affordable and/or low-income housing. This is not a competitive process and participation by the GVRHA is Dependent upon GVRHA Board and Staff evaluation of the merits of each proposal using criteria established in these Guidelines and subject to change, modification or elimination of this Part V Section 3 at any time, in its sole discretion.

In 2001, the Colorado legislature revised Section 29-4-226 of the Colorado Revised Statutes which provides, in relevant part, that the portion of a project that is occupied by persons of low income and is owned by or leased to an entity: (I) that is wholly owned by an authority; (II) in which an authority has an ownership interest; or (III) in which an entity wholly owned by an

authority has an ownership interest, is exempt from special assessments. Recently, several private and public sector developers have approached the GVRHA, inquiring about the GVRHA partnering with them to take advantage of this exemption. Because GVRHA has limited staff and financial resources, it is necessary to establish the procedures and criteria that GVRHA staff will use to evaluate and recommend proposals submitted by Developers to the GVRHA Board.

#### *Proposal Selection Criteria*

The selection criteria listed here may be amended from time to time at the sole discretion of the GVRHA. They may also be used to evaluate land-banking opportunities, projects competing for state and federal resources or other local funding should it become available.

1. The proposed project must meet the following threshold criteria to be considered:
  - a. Submission of the application and the application processing fee;
  - b. Located within the geographical boundaries of the GVRHA;
  - c. The proposed project is not financially feasible without the GVRHA's participation. The GVRHA will not participate in a project merely to increase the Developer's profit margin;
  - d. A portion of the project includes Affordable units serving Households at or below 100% of the Area Median Income (AMI);
  - e. No environmental or legal impediments are present that could delay or terminate the project.
2. The proposed project will be evaluated on the following elements, which may not be inclusive, subject to the proposal:
  - a. Responsiveness to local workforce housing goals;
  - b. Consistency with adopted community plans and community engagement
    - i. Diverse stakeholders have the opportunity to engage and inform proposed housing plans;
    - ii. Community engagement occurs early, and is scaled to the specific project;
    - iii. Community engagement is designed with respectful, inclusive, and constructive outcomes in mind.
  - c. Track record of potential partners.
  - d. Location:
    - i. Proximity to transit;
    - ii. Suitable residential zoning;
    - iii. Availability of utility services on/near site;
    - iv. Balancing provision of housing across the valley.
  - e. Matching site opportunities with market demand:
    - i. Project type – for sale or rental;
    - ii. Design style – condo, townhome, single family, multifamily;
    - iii. Targeted AMIs and level of affordability;
    - iv. Sustainable design – socially and environmentally;
    - v. Number of housing units provided.
  - f. Financial Feasibility and Sustainability of the project:
    - i. Local resources are leveraged (% of overall project costs compared to local

- contribution);
    - ii. Risks are mitigated, managed, and aligned with roles and responsibilities
    - iii. Quality of construction and design;
    - iv. Rental properties with adequate maintenance and repairs budget;
    - v. For-sale product with HOAs that have adequate maintenance and repair budget;
    - vi. Affordability over the long term for residents;
    - vii. Anticipated ongoing operating costs such as snow removal, utility expenses and common area maintenance.
3. Procedure for Partner Selection:
- a. Developer must submit a development participation proposal to the GVRHA, which requires among other things that additional documents be submitted with the proposal:
    - i. Narrative of the proposal which includes but is not limited to, total number of units, property address, rehabilitation or new construction, number of phases, AMI targets; unit mixes, income restrictions, sales price or rental rate projections;
    - ii. Development Sources and Uses budget;
    - iii. First year operating revenues and expenses;
    - iv. For rental proposals a 15-year detailed proforma;
    - v. Developer compensation;
    - vi. Statement regarding whether Developer or its related entities are involved or have reason to believe they will be involved in litigation;
    - vii. Conceptual site plan;
    - viii. List of intended partners, including but not limited to architect, contractor, legal, accounting, property management and financing.
    - ix. List of references for similar type developments.
    - x. Developer audited financials for at minimum the past two years.
4. With the submission of the Development Participation Proposal Form, Developer must remit a non-refundable Application Fee of \$500 to reimburse the GVRHA cost required to review and analyze the specific proposal.
5. GVRHA Staff will perform an initial review and evaluation of the participation proposal. Based on measurements against the above criteria, staff will forward the proposal to the GVRHA Board with recommendations regarding declining the proposal or continuing analysis.
6. It is recommended that Developers contact the GVRHA Staff Executive Director prior to submitting a participation proposal to assess merits and alignment with the GVRHA Guidelines and mission.
7. Upon approval of participation, the GVRHA reserves the right to require financial compensation for administrative costs, on-going compliance and reporting

requirements and offset of community financial contributions through fee waivers, sale/use tax exemptions and property tax exemptions.

## **PART VI: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS FOR FULL RESALE VALUE, PERMITTED CAPITAL IMPROVEMENTS, INSURANCE REQUIREMENTS**

### **SECTION 1: REGULAR MAINTENANCE AND MINIMUM PROPERTY STANDARDS**

#### *Regular Maintenance*

In order to preserve the quality of our housing stock, particularly those that have significant amounts of public subsidies in them, it is important that homeowners maintain the condition of their homes to an acceptable level. Ideally, homeowners would choose to maintain their homes because of their preference to reside in safe, decent housing, rather than be forced to do so by regulation or rules from the GVRHA. The GVRHA is making efforts to educate homeowners that there are distinct financial advantages to maintaining their residences in decent condition since: 1) failure to do so could result in poor marketability and lower offering prices for the home, and 2) when property conditions are rated as "fair" or "poor" on appraisals, lenders will require that work be performed and paid for to upgrade the rating prior to closing on a resale.

All costs to repair or maintain a property to bring it up to the minimum property standards will be deducted from the Full Resale Value.

#### *Minimum Property Standards for Full Resale Value*

- "Thoroughly cleaned property"
- Carpets professionally cleaned two or three days prior to closing
- All major scratches, holes, burn marks repaired in hardwood floors, linoleum, tile, counter tops, etc.
- No broken windows
- All screens in windows (if screens were originally provided)
- All appliances as originally provided must be in clean, working order
- All doors will be in working order with no holes
- All latches and locks on doors will work
- All keys will be provided; e.g., doors, mailbox, garage
- All mechanical systems shall be in working order
- Walls are paint-ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding of equal value shall be replaced prior to closing, or sufficient funds escrowed at closing for the new buyer
- No leaks from plumbing fixtures

- No roof leaks
- Any safety hazards shall be remedied prior to closing
- All light fixtures shall be in working order with light bulbs included

"Thoroughly cleaned property" means:

**KITCHEN**

- Range -Inner and outer services must be cleaned.
- Range hood and exhaust fan must be cleaned.
- Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer must be clean. Freezer must be defrosted.
- Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers must be clean. Door and drawer handles, if provided, must be clean and in place.
- Sink and Garbage Disposal - Sink and plumbing fixtures must be clean. If garbage disposal is provided, this must be in working order.
- Dishwasher – If provided prior to move-in, it must be in working order and inner and outer surfaces must be clean.

**BLINDS, WINDOWS, SCREENS:**

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades - must be clean and in working order with no holes or damage.
- Windows - All window surfaces, inside and outside of the window glass, must be clean.
- Screens - Screens must be clean and in place with no holes or tears.

**CLOSETS:**

- Closets, including floors, walls, hanger rod, shelves and doors, must be clean.

**LIGHT FIXTURES:**

- Light fixtures will be clean and must have functioning bulbs/fluorescent tubes.

**BATHROOMS:**

- Bathtub, Shower Walls, Sinks -Bathtubs, shower walls and sinks must be clean.
- Toilet and Water Closet - Water closets, toilet bowls and toilet seats must be clean. If the toilet seat is broken or peeling, the seat must be replaced.
- Tile - All tile and grout must be clean.
- Mirrors and Medicine Cabinets – must be cleaned inside and out.
- Shelves and/or Other Cabinetry - must be cleaned inside and out.

**WALLS, CEILINGS, PAINTED DOORS AND BASEBOARDS:**

- Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

**FLOORS:**

- Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include wood, wood parquet tiles, linoleum, asphalt tile, vinyl tile, mosaic tile, concrete and carpet. If carpet, all carpets must be professionally cleaned at least two days prior to closing.

**INTERIOR STORAGE/UTILITY ROOMS:**

- Storage/utility rooms must be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

**WALLS PAINT-READY:**

- All holes must be patched; all posters, pictures, etc., must be removed from all walls; all nails, tacks, tape, etc., must be removed from all walls; and all walls must be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed and walls made paint-ready.

**WINDOWS:**

- If a window is broken, including the locking mechanism, the window must be replaced.

*Health and Safety Hazards. Any condition(s) that provides a health and/or safety hazard must be fixed. This would include, but is not limited to, exposed electrical wiring, improper ventilation for gas, hot water systems, torn carpeting, etc.*

**SECTION 2: PERMITTED CAPITAL IMPROVEMENTS**

At times owners of deed restricted properties may want to improve their home and recoup their expense for the improvement. Because one of the primary objectives in providing deed restricted homes in a community is to ensure there is a supply of Affordable homes, any improvements that increase the resale price of deed restricted properties relative to the original income target is a concern. Therefore, Permitted Capital Improvements should be clearly defined and restricted sufficiently to maintain Affordable price points over time while still protecting the quality of the housing stock.

It should be noted that Permitted Capital Improvements (PCIs) do not include the regular repair, maintenance, replacement of fixtures and finishes, or the upkeep of a property. Those on-going owner obligations are important to the quality of the deed restricted housing stock and are addressed in the Maintenance section of these Guidelines.

*Treatment of Permitted Capital Improvements*

The amount for Permitted Capital Improvements shall not exceed ten per cent (10%) of the original purchase price for an initial ten (10) year period. For every ten (10) year period from the date of the original purchase and Covenant, another ten (10) per cent of the purchase price

may be added to the value of the property for Permitted Capital Improvements. In calculating such amount, only those Permitted Capital Improvements identified in these Guidelines shall qualify for inclusion. An owner's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.

When PCIs are allowed, only those that improve unfinished interior spaces or add new system(s) that make the property more Affordable for the owner/occupant will be included in the Maximum Resale Value calculation. Luxury or cosmetic upgrades, exterior improvements (landscaping, decks and patios), or replacement of existing finishes, appliances, or fixtures will not be included as PCIs in the Maximum Resale Value.

When calculating the value of PCIs an owner must provide clear, legible, written proof of costs incurred. The cost of labor will not be included in the value added into the Maximum Resale Value.

Appreciation of PCIs will start from the first of the month when they were completed. An owner must provide evidence of obtaining a building permit and notice of formal completion when required to add the value of the PCIs to the Maximum Resale Price.

In the development of new housing, if PCIs are allowed, the initial sales prices will be discounted to ensure that even with the addition of PCIs, the price at time of resale will be Affordable to the initial income target.

When PCIs are not allowed, properties will be fully finished with adequate storage and/or garages at the time of initial sale.

#### *Permitted Capital Improvements*

- Modifications or improvements to accommodate persons with disabilities as defined in the Americans with Disabilities Act of 1990;
- Modifications or Improvements to assist seniors to age in place;
- Improvements for health and safety protection devices (including radon);
- Improvements to finish intentionally included unfinished interior space;
- Modifications or improvements to increase energy efficiency and/or water conservation on a case-by-case basis.

#### *Non-Permitted Capital Improvements*

- Jacuzzis, sauna, steam showers and other similar items;
- Upgrades or the addition of decorative items including lights, window coverings, flooring, paint and other similar items;
- Upgrades of appliances, plumbing and mechanical systems;
- Outdoor landscaping including the addition of decks, porches, patios, gazebos, fencing,

- irrigation systems and other similar fixtures;
- Cost of tools or rental equipment.

### **SECTION 3: INSURANCE REQUIREMENTS**

Deed-restricted housing with public subsidies means that the cost to build homes is greater than what the sales price is. Typically, homeowners insure their homes for 80% of what the value of the home is, assuming 20% of the value is in the land.

When properties are subsidized, owners must obtain full replacement cost coverage which will repair or replace the home in the event of damage or destruction. Insuring a deed-restricted home to a capped value could result in a gap between what the insurance will pay and what it actually costs to repair or replace the home.

Any damage or destruction must be corrected or repaired before a resale of the property will be allowed.

## **PART VII: DEED MONITORING/COMPLIANCE MATTERS**

### **SECTION 1: DEED MONITORING**

The Affordable Housing programs currently in place in our communities, as well as those yet to be developed, have come at great cost to each community in terms of dedicated staff time, investment of legal, financial and material resources, the contributions of intellectual property and gaining the support of the public will. It is incumbent upon provider of an Affordable Housing program to protect the investments made and honor the intent of each Deed Restriction through compliance monitoring.

The GVRHA will annually monitor compliance by owners of deed-restricted properties through a self-completed affidavit.

It is considered a violation of these Guidelines for an owner to refuse to return a completed deed-monitoring affidavit to the GVRHA.

#### *GVRHA Responsibility*

To adequately qualify new owners as well as determine compliance when deed monitoring, the GVRHA will use the following definitions:

1. Owner-Occupied – at least one qualified person holding title occupies the property as their primary residence.
2. Non-Occupying Co-Borrower – a person who is on title merely for the purpose of

obtaining lender approval for a buyer's purchase money mortgage and whose intent is to not occupy the property.

3. Non-Qualified Owner – a person or business allowed to own a property that must be occupied by a Qualified Occupant.
4. Qualified Occupant/occupant – a person who has been approved through the GVRHA as meeting the requirements of employment, income, occupancy or any other factors relative to the Deed Restriction.
5. Principal residence – a property where the occupant(s) lives a minimum of 9 months per year.

In addition to an *owner's* use of the property, relevant factors in determining that the property is the principal residence include without limitation:

- a. The owner's place of employment.
- b. The principal place of abode for the owner's family members.
- c. The address listed on the owner's federal tax returns, driver's license, auto registration and/or voter registration card.
- d. The owner's mailing address for Household bills, personal bank statements and personal correspondence.
- e. The location of religious organizations, service clubs or community non-profits the owner is affiliated with.

In additional to an *occupant's* use of the property, relevant factors in determining that the property is the principal residence include a – e above without limitation, and:

- f. Evidence the occupant has been qualified as a resident by the GVRHA.
6. Sole residence – the only residence an owner has a right, title or other interest in, or the only residence a Qualified Occupant has an interest in.
7. Vacant Property – a home that is no longer occupied as a principal residence by the owner for a period of 90 consecutive days, or a property that is unoccupied by a Qualified Occupant for a period of 90 consecutive days.
8. Leave of absence – a vacancy longer than 90 days that has prior approval from the GVRHA.

## SECTION 2: COMPLIANCE MATTERS

From time to time it may come to the attention of the GVRHA that an owner of a deed-restricted property may be out of compliance with the terms of the Deed Restriction, or an occupant of a property managed by the GVRHA may be found to be in violation of the lease and any and all rules, regulations, policies and procedures governing such occupancy. It is the responsibility of the GVRHA to investigate all alleged non-compliant matters and determine if a violation is in existence. GVRHA staff will inform the Board President of potential non-compliance matters upon discovery and keep the President apprised of the investigative process and outcomes.

### *Deed-Restriction Non-Compliance*

The GVRHA has the right and authority to investigate as fully as possible all non-compliant matters which will include, but is not limited to:

- Contact with the owner informing them of the allegation
- Inspection of the property in question
- Inspection of lease agreements, title documents, loan documents and all others pertaining to legal ownership and occupancy of the property
- Verification of employment directly with the owner's employer, tax returns of the owner, IRS verifications of tax return authentication, and other documents as warranted
- Social media searches, all other publicly accessed internet resources
- Any other reasonable means of verifying compliance as deemed necessary.

Subject to the nature of and significance of a violation, the GVRHA will notify the beneficiary and the owner, provide suggestions for acceptable remediation and a reasonable timeline in which it must be achieved.

If a remedy satisfactory to the beneficiary cannot be reached and subject to the terms of the deed restriction, one of the following penalties may be levied:

- Appreciation - no appreciation gained on a property from the date the violation was incurred or discovered, whichever is earlier, until a satisfactory remedy is reached.
- Monetary - a per diem fine may be imposed from the date the violation was incurred or discovered, whichever is earlier, until a satisfactory remedy is reached.
- Specific performance – the violating homeowner may be forced to sell the property.
- Reimbursement – the violating homeowner may be required to reimburse the beneficiary equal to the current value of the public dollars invested in the property.
- If a property is encumbered by a HUD-insured mortgage, the following remedies will not be pursued:
  - Acceleration of a mortgage
  - Voiding a conveyance by an owner
  - Terminating an owner's interest in a property
  - Subjecting an owner to contractual liability other than monetary damages.

An owner found to be in violation of these Guidelines, or an applicable Deed Restriction may submit a notice to the GVRHA protesting the determination and initiate the Grievance Process in Part VIII of these GVRHA Housing Guidelines within one week after receiving notice of a violation.

### *Lease, Rules, Regulations, Policies, Procedures Violations*

This Section identifies lease violation procedures that will be implemented for properties owned and managed by GVRHA, excepting those properties whose senior governing documents

prevent such procedures. These procedures clearly detail the process and timeline for enforcement of lease provisions, rules and regulations, policies and procedures and companion/service animal agreements. These procedures apply to all tenants and for all violations *except for failure to pay rent when due*, when the specific terms of the lease agreement shall prevail.

Each tenant is provided with a copy of all lease provisions, rules and regulations, policies and procedures and companion/service animal agreements at the time of initial occupancy of a unit and at each lease renewal. After reviewing these documents with GVRHA staff, each tenant is required to sign these documents and initial in various places. The GVRHA will continue to make tenants aware of all lease provisions, rules and regulations, policies and procedures and companion/service animal agreements at the time of initial occupancy of a unit and at each lease renewal.

When a violation of any lease provisions, rules and regulations, policies and procedures and companion/service animal agreements is made known to the GVRHA, the following procedures shall be followed:

1. First violation

- a. Within two (2) business days an informal email with the subject line stating "First Notice of Violation and Request for Compliance" will be sent to the tenant stating:
  - i. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
  - ii. How the violation occurred
  - iii. When the violation occurred
  - iv. How to remedy the violation
  - v. Highlight they have 3 business days from the date of the email to have the violation corrected
  - vi. A request for the tenant to notify us in writing when they have corrected the violation
- b. The GVRHA reserves the right to immediately file for lawful eviction if the first violation is of a nature that:
  - i. Poses a serious or imminent threat to another individual
  - ii. Causes property damage beyond the amount of the damage deposit received from the tenant
  - iii. Is a criminal activity
  - iv. Involves the use, possession or cultivation of a prohibited substance

GVRHA will immediately notify the Board President of any eviction action being initiated.

2. Second violation of the same nature

Within two (2) business days, a formal email with the subject line stating: "Second Notice of Violation and Request for Compliance" will be sent to the tenant stating:

- a. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
- b. How the violation occurred
- c. When the violation occurred
- d. How to remedy the violation
- e. Highlight they have 3 business days from the date of the email to have the violation corrected
- f. A request for the tenant to notify us in writing when they have corrected the violation

### 3. Third violation of the same nature

Within two (2) business days a formal email with the subject line stating: "Third and Final Notice of Violation" will be sent to the tenant stating:

- a. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
- b. How the violation occurred
- c. When the violation occurred
- d. When the First and Second Notices of Violation were sent and a summary of tenant responses to each Notice
- e. Identify the enforcement action to be taken by the GVRHA, subject to applicability:
  - i. Early termination of lease
    - 1. If there are six (6) full months or more remaining on the lease
  - ii. Non-renewal of lease
    - 1. If there are less than six (6) full months remaining on the lease
  - iii. Eviction
    - 1. If the violations are of a nature that:
      - a. Poses a serious or imminent threat to another individual
      - b. Causes property damage beyond the amount of the damage deposit received from the tenant
      - c. Is criminal activity
      - d. Involves the use, possession or cultivation of a prohibited substance
- f. GVRHA will follow all applicable laws in the effectuation of each enforcement action.
- g. GVRHA will immediately notify the Board President of the issuance of the Third and Final Notice of Violation and the enforcement action taken.
- h. The tenant shall receive a copy of the GVRHA Grievance and Appeals Process and Request for Alternative Dispute Resolution form.

### 4. Violations of different natures

For tenants with violations, individually or in combination, of five (5) different terms of any lease

provisions, rules and regulations, policies and procedures and companion/service animal agreements, shall, after the fifth violation is made known to GVRHA, receive an email with a formal "Final Notice of Violation" stating:

- a. The specific lease provision, rule, regulation, policy, procedure or agreement term that was violated
- b. How the violation occurred
- c. When the violation occurred
- d. When the previous First Notices of Violation and Request for Compliance were sent and a summary of tenant responses to each Notice
- e. Identify the enforcement action to be taken by the GVRHA, subject to applicability:
  - i. Early termination of lease
    1. If there are six (6) full months or more remaining on the lease
  - ii. Non-renewal of lease
    1. If there are less than six (6) full months remaining on the lease
  - iii. Eviction
    1. If the violations are of a nature that:
      - a. Poses a serious or imminent threat to another individual
      - b. Causes property damage beyond the amount of the damage deposit received from the tenant
      - c. Is criminal activity
      - d. Involves the use, possession or cultivation of a prohibited substance
- f. GVRHA will follow all applicable laws in the effectuation of each enforcement action.
- g. GVRHA will immediately notify the Board President of the issuance of the Final Notice of Violation and the enforcement action taken.
- h. The tenant shall receive a copy of the GVRHA Grievance and Appeals Process and Request for Alternative Dispute Resolution form.

## **PART VIII: DISCRIMINATION, GRIEVANCE PROCESS, EXEMPTION REQUESTS**

### *Discrimination*

The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing owner/tenant or prospective owner/tenant concerns and to ensure fair treatment of owners/tenants in the event that an action or inaction by the GVRHA Board or staff is perceived to adversely affect the owner/tenant of a housing project.

Protected classes in housing include race, color, religion, creed, national origin/ancestry, disability/handicap, sexual orientation (including transgender status), marital status and familial status (children under the age of 18 in the Household).

Any owner/tenant or prospective owner/tenant seeking to purchase or occupy housing administered by the GVRHA who believes he or she is being discriminated against because of a protected class may file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410, and to the Colorado Department of Regulatory Agencies Civil Rights Division, 1560 Broadway, Suite 110, Denver, CO 80202, and to the GVRHA Board of Directors at 202 E. Georgia Avenue, Gunnison, CO 81230.

#### *Grievance Process*

Any prospective owner/tenant seeking to purchase or occupy housing administered by the GVRHA, or an existing owner/occupant of housing administered by the GVRHA, who believes he or she is otherwise aggrieved (the Grievant") may request an alternative dispute resolution process through the GVRHA Board. Such request must be made in a timely manner by delivering the request to the Executive Director of the GVRHA within fifteen (15) calendar days of the alleged grievance. The request shall clearly identify the nature and date of the grievance and state if they want a Grievance and Appeals hearing or use a voluntary mediation process, both as described herein. The Executive Director shall inform the Board President immediately upon receiving such request.

#### Grievance and Appeals Hearing

The Board President shall appoint three Board members as the Grievance and Appeals Committee. The Committee shall schedule a hearing with the Grievant within ten (10) calendar days of the request for an alternative dispute resolution.

The Grievant and the GVRHA may both present to the Committee any exculpatory or inculpatory records, documents and regulations pertinent to the request for the hearing. Both parties shall be given the opportunity to examine all such documents at minimum 48 hours prior to the hearing. Both parties may have legal representation at the hearing.

The Committee shall determine the length of the hearing after review of the documents provided and shall inform the parties of the procedure during the hearing (which party presents first and for how long, comments from any public present, etc).

There are three possible outcomes from the Committee at the time of the hearing:

- The Committee can rule to uphold the GVRHA staff actions/determinations
- The Committee can over-rule or modify the GVRHA staff actions/determinations
- The Committee can defer their ruling until a future date, not to exceed five (5) business days from the date of the hearing.

A final ruling of the Committee will be delivered in writing to the Grievant and GVRHA staff.

#### Voluntary Mediation Process

The GVRHA will use a voluntary mediation process where the owner/tenant or prospective owner/tenant agrees that any and all claims, controversies, breaches or disputes arising from or related to an action or inaction of the GVRHA Board or staff is subject to a requirement to mediate prior to filing any lawsuit or filing for arbitration. The mediation shall take place in the County of Gunnison, State of Colorado utilizing a mediator provided by The Office of Dispute Resolution of the State of Colorado's Judicial Branch ("ODR"). The mediation proceedings will be conducted in compliance with the Colorado Dispute Resolution Act C.R.S. 13-22-301 et seq in effect at the time a demand for mediation is made. The parties to the mediation agree that there is no requirement to actually reach a settlement to the dispute in mediation, but agree that if a settlement is reached during mediation it shall be reduced to writing and shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

#### *Exemption Request*

A request for an exemption to the strict application of these Guidelines or any terms or conditions of an applicable Deed Restriction may be made to the GVRHA requested if an unusual hardship can be shown, and the variance from the strict application of the Guidelines is consistent with the Deed Restriction intent. In order to request an exemption, a letter must be submitted to the GVRHA Executive Director stating the request, with documentation regarding the unusual hardship.

The GVRHA may grant a request for an exemption to these Guidelines, with or without conditions. If the request is for an exemption to the terms and conditions of the Deed Restriction, the GVRHA Executive Director will forward the request and supporting documentation to the jurisdiction that is the beneficiary of the Deed Restriction for a final decision.

### **PART IX: DEFINITIONS**

**Affordable** - means the amount spent by a Household on rent (utilities included) or mortgage payments (principal, interest, taxes, insurance and any HOA dues) does not exceed 30% of the Household's gross combined income.

**Affordable Housing** – Dwelling units restricted by use and occupancy as approved by a member jurisdiction of the GVRHA or by the GVRHA itself. An Affordable Housing unit may be restricted by use, occupancy, resale limitations, retirement restrictions or other limitations to employees of employers, locally working Households, or seniors or Disabled Persons.

**Area Median Income or AMI** – means the median annual income for the County (or such next larger statistical area calculated by HUD that includes the County, if HUD does not calculate the Area Median Income for the County on a distinct basis from other areas), as adjusted for Household size, that is calculated and published annually by HUD (or any successor index thereto acceptable to the GVRHA, in its reasonable discretion).

**Assets** - liquid Assets such as cash in savings, checking or other forms of bank accounts and stocks, bonds or other instruments that can readily be converted to cash. The most recent Assessed Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid Assets such as personal belongings or intangible Assets will not be included in the asset limitations for each income category.

**Co-Borrower** - a person who is on title for the purpose of obtaining lender approval for a buyer's purchase money mortgage.

**County** – means the County of Gunnison.

**Deed Restriction** - agreements that restrict the use of real estate in some way and are listed or referenced in the deed.

**Dependent** – means a person, including a spouse of a child of, a step-child or, a child in the permanent legal custody of or a parent of, a Qualified Owner or Qualified Occupant, in each case whose sole place of residence is in the same Household as such Qualified Owner or Qualified Occupant, and who is financially Dependent upon the support of the Qualified Owner or Qualified Occupant. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as that act shall from time to time be amended.

**Disabled Person** - someone who has a physical or mental impairment that has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities.

**Essential Housing** – housing that is restricted by land use code, zoning regulations, deed restriction or any other written method that is intended for a particular employment situation and/or income population.

**Essential Services** – means those services that are absolutely necessary to maintain the health and welfare of the community. They include, but may not be exclusive to: executive governance, emergency healthcare, fire and police protection, basic sanitation including clean water, sewage and garbage removal.

**Essential Service Workers** – means the personnel needed to maintain Essential Services.

**Gross Income** - is the sum of all wages, salaries, profits, interest payments, rents, and other

forms of earnings, before any deductions or taxes.

**Guidelines** – means the most recent adopted Gunnison Valley Regional Housing Authority Housing Guidelines in effect at the time of closing on a sale or Transfer of a property or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time.

**GVRHA** – means the Gunnison Valley Regional Housing Authority.

**Household** – means one or more persons who intend to live together on a property as a single housekeeping unit.

**Housing Expense** – means the amount paid for rent plus utilities, or for the principal, interest, taxes, insurance and any homeowner association dues. It includes all payments necessary to prevent loss of the right to own or occupy a property through failure to pay in a timely manner.

**HUD** – means the US Department of Housing and Urban Development.

**Maximum Resale Price** – means the maximum purchase price that may be paid by any purchaser of a property, other than the initial purchaser who acquires the property from the GVRHA or a developer, that is determined in accordance with the provisions in Part IV of these Guidelines. The Maximum Resale Price is not a guaranteed price, but merely the highest price an owner may obtain for the sale of the property which includes all considerations paid to the owner.

**Non-Occupying Co-Borrower** – a person who is on title merely for the purpose of obtaining lender approval for a buyer's purchase money mortgage and whose intent is to not occupy the property.

**Non-Qualified Owner** – a person or business who does not meet the definition of a Qualified Owner who is allowed to own a property that must be occupied by a Qualified Occupant.

**Owner-Occupied** – at least one Qualified Owner holding title occupies the property as their primary residence.

**Principal/Primary Residence** – a property where the occupants reside a minimum of nine (9) per calendar year.

**Qualified Employer** – means a business, nonprofit, government agency or essential service provider whose business address is located within Gunnison County, employs persons who reside within Gunnison County, has fulltime employees who perform work in Gunnison County, and whose business taxes are paid in Gunnison County.

**Qualified Household** – at least one member of the Household is a Qualified Owner.

**Qualified Owner** – means a natural person who meets the following requirements at the time that he/she takes initial ownership interest or Transfer of interest in a property as qualified by the GVRHA:

1. Has maintained his/her primary and sole residence in Gunnison County, Colorado for six (6) consecutive months immediately preceding taking initial ownership or Transfer of interest in a property, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
2. Has earned his/her primary source of income (80% or more of all income earned) working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County and has demonstrated such to the GVRHA, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
3. Except as provided for in Part II Section 2 of these Guidelines, does not own any interest in other improved residential property(s). A purchaser who owns residential real estate must convey all interest in said residential property(s) prior to taking initial ownership or Transfer of interest of a property; and
4. A Qualified Household shall not have a net worth that exceeds the limits as provided for in Part I Section 3 of these Guidelines; and
5. Income and asset restrictions are only applicable at the time of purchase and shall be verified by the GVRHA; and
6. Shall occupy the property as his/her sole and exclusive primary residence at all times during ownership of the property.

**Qualified Occupant** - means a person who meets the following requirements at the time he or she takes initial occupancy of the Property as qualified by the Beneficiaries:

1. Has maintained his/her primary and sole residence in Gunnison County, Colorado for three (3) consecutive months immediately preceding taking initial ownership or Transfer of interest in a property, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
2. Has earned his/her primary source of income (80% or more of all income earned) working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County and has demonstrated such to the GVRHA, or has a verified employment contract with an employer in Gunnison County that has been accepted by the GVRHA; and
3. Does not own any interest in other improved residential property(s). An occupant who owns residential real estate must convey all interest in said residential property(s) prior to taking initial occupancy of a property; and
4. A Qualified Household shall not have a net worth that exceeds the limits as provided for in Part I Section 3 of these Guidelines; and
5. Income and asset restrictions are only applicable at the time of initial occupancy and shall be verified by the GVRHA.
6. Shall occupy the property as his/her sole and exclusive primary residence at all times

during occupancy of the property.

**Seasonal Employee** - shall mean an employee who is hired into a position for which the period of employment is six months or less.

**Seasonal Housing Unit** - shall mean a dormitory-style unit with a shared kitchen, bath and living room with a minimum of two private bedrooms and a maximum of four private bedrooms containing a minimum of 220 square feet of living space per bedroom intended primarily for occupancy by Seasonal Employees

**Transfer** - means an act of a party, or of the law, by which the title to a property is wholly or partially Transferred to another; including but not limited to the sale, assignment voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the property is Transferred and owner retains title, except that, this definition does not include any Transfer of an interest by the GVRHA.

If reviewed and approved in writing by the GVRHA prior to occurrence the following Transfer(s) are exceptions to the definition, provided that the new owner, other than an estate, shall use the property as his/her principal residence:

1. A Transfer resulting from the death of an Owner where the Transfer is to the spouse or domestic partner who is also a Qualified Owner.
2. A Transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a Transfer is made to a spouse who is also a Qualified Owner.

**Vacant Property** – a home that is no longer occupied as a principal residence by the owner for a period of 90 consecutive days, or a property that is unoccupied by a Qualified Occupant for a period of 90 consecutive days.

RETURN TO:  
GVRHA  
202 E. Georgia Avenue  
Gunnison, CO 81230

# NOTICE OF LIEN

## AND MEMORANDUM OF ACCEPTANCE OF MASTER DEED RESTRICTION AGREEMENT FOR 1408 Rock Creek Road, Gunnison, CO, GUNNISON COUNTY, COLORADO

WHEREAS, **Michael S. McIntosh**, the “Buyer” is purchasing from **Bryce G. Armston and Elizabeth Armston**, the “Seller” at a price of **\$146,462** the real property described as:

Unit 9, **ROCK CREEK VILLAGE**, in accordance with the recorded Declaration and Plat, Gunnison County, Colorado, being the "Final Plat of Rock Creek Village a common interest community within Lots 22 and 23, the Meadows Phase 2-R, City of Gunnison, Gunnison County, Colorado, recorded on October 4, 2001 at Reception No. 514875 of the records of the Gunnison County Clerk and Recorder of Gunnison County, Colorado and the Declaration of Grants, Covenants, Conditions and Restriction for Rock Creek Village, recorded on October 4, 2001 at Reception No. 514874 of the records of Gunnison County, Colorado,

**County of Gunnison,**

**State of Colorado.**

known as the “Property”; and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitle “Gunnison County Master Deed Restriction” for the Property, recorded on **(insert recording date of deed restriction here)** under Reception No. **(insert Reception No. here)**, in the real property records of the County of Gunnison, Colorado (the “Deed Restriction”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning the Deed Restriction and fully understands the terms, conditions, provisions, and restrictions contained in the Deed Restriction.
2. States that any Notice to Buyer should be sent to:

Michael S. McIntosh  
1408 Rock Creek Road  
Gunnison, CO 81230



**EXHIBIT C**

**NOTICE OF INTENT TO SELL OR TRANSFER AFFORDABLE HOUSING UNIT**

This document must be completed and submitted to the Gunnison County for any Affordable Housing Unit that is deed-restricted under the Gunnison County Master Deed Restriction.

I/We, \_\_\_\_\_ as owner(s) hereby declare my/our intent to sell/transfer the property described as:

\_\_\_\_\_  
acknowledging that such property is restricted (including ownership, occupancy and sale of such property) by Gunnison County.

I also hereby request Gunnison County to calculate a Maximum Resale Price for my Affordable Housing Unit, according to a formula in the Unit’s deed restriction. When calculating the price, please consider the following to the extent allowed by the Unit’s deed restriction:

- Costs of any public improvements for which assessments were imposed by any municipal special improvement as created by or with that municipality since the recordation date of the deed restriction. Documentation of the costs (check one) is \_\_\_\_\_ is not \_\_\_\_\_ attached; and
- Costs of capital improvements as approved by Gunnison County or its designee, according to certain requirements as prescribed by the deed restrictions, not to exceed a certain percent of the original purchase price. (A list of capital improvements to my/our unit and documentation of my/our payment(s) for such improvements must be attached along with any required permits from the municipality.)

**OWNERS OF AFFORDABLE HOUSING UNIT**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**GUNNISON COUNTY ACKNOWLEDGMENT OF RECEIPT**

By: \_\_\_\_\_ County Manager Date Received \_\_\_\_\_

**EXHIBIT D**

## PERMITTED CAPITAL IMPROVEMENTS

### *Permitted Capital Improvements*

- Modifications or improvements to accommodate persons with disabilities as defined in the Americans with Disabilities Act of 1990;
- Modifications or improvements to assist seniors to age in place;
- Improvements for health and safety protection devices (including radon);
- Improvements to finish intentionally included unfinished interior space;
- Modifications or improvements to increase energy efficiency and/or water conservation on a case-by-case basis.

### *Non-Permitted Capital Improvements*

- Jacuzzis, sauna, steam showers and other similar items;
- Upgrades or the addition of decorative items including lights, window coverings, flooring, paint and other similar items;
- Upgrades of appliances, plumbing and mechanical systems;
- Outdoor landscaping including the addition of decks, porches, patios, gazebos, fencing, irrigation systems and other similar fixtures;
- Cost of tools or rental equipment.

**EXHIBIT E**

**EXERCISE OF RIGHT OF FIRST REFUSAL**

The Board of County Commissioners of Gunnison County \_\_\_\_\_ will \_\_\_\_\_ will not exercise its Right of First Refusal for property located at \_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_, County Manager Date \_\_\_\_\_

**EXHIBIT F**

**EXERCISE OF RIGHT OF FIRST REFUSAL**

The Gunnison Valley Regional Housing Authority \_\_\_\_\_ will \_\_\_\_\_ will not exercise its Right of First Refusal for property located at \_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_, Executive Director Date \_\_\_\_\_

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

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**Agenda Item:** Appointment Acknowledgements; Gunnison Basin Sage-

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached correspondance.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

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**COLORADO**

**Parks and Wildlife**

Department of Natural Resources

Gunnison Office  
300 W. New York  
Gunnison, CO 81230  
P 970.641.7060 | F 970.641.7883

Gunnison County  
Community Development Office  
221 N. Wisconsin St., Suite D  
Gunnison, CO 81230  
Attn: Rebecca Ricord

16 December 2020

**CPW Representation on the Gunnison Basin Sage-grouse Strategic Committee**

Commissioner Jonathan Houck:

With the recent retirement of J Wenum, Colorado Parks and Wildlife (CPW) would like to update our representation on the Gunnison Basin Sage-grouse Strategic Committee. By way of this letter, CPW would like to appoint Brandon Diamond, Area 16's Area Wildlife Manager, as the lead and Nathan Seward, Wildlife Conservation Biologist, as the alternate. We believe these appointments will help maintain the intent of having Strategic Committee representation with more decision-making authority/capability at our local level. We appreciate Gunnison County's leadership and efforts to further CPW's mission of maintaining community conservation and a viable population of Gunnison sage-grouse for future generations.

Sincerely,

Brandon Diamond  
Area Wildlife Manager – Gunnison

Cc:

Nathan Seward, Wildlife Conservation Biologist – Gunnison  
Scott Wait, SW Senior Terrestrial Biologist – Durango  
Kathy Griffin, Statewide Sage-grouse Coordinator – Grand Junction



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

**Agenda Item:** Application for Federal Assistance; Gunnison-Crest

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Federal Aviation Administration and Gunnison County

**Term Begins:** 3/1/20

**Term Ends:**

**Grant Contract #:** 3-08-0030-058-2021

**Summary:**

Applying for federal funding through the CARES Act Airport Development Grant program for the GUC Terminal Rehab and Expansion construction.

**Fiscal Impact:**

**Submitted by:** Stephanie Williams

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/22/2021

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by:

Discharge Date: 1/20/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\*2. Type of Application

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

NA  
\* Other (Specify)  
NA

\*3. Date Received:  
NA

4. Applicant Identifier:  
GUC

5a. Federal Entity Identifier:  
80030

\*5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: Gunnison County Board of Commissioners

\*b. Employer/Taxpayer Identification Number (EIN/TIN):  
84-6000770

\*c. Organizational DUNS:  
13-311-5220

**d. Address:**

\*Street 1: 519 Rio Grande Ave  
Street 2:  
\*City: Gunnison  
County:  
\*State: CO  
Province:  
\*Country: USA: United States  
\*Zip / Postal Code 81230

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. \*First Name: Rick  
Middle Name:  
\*Last Name: Lamport  
Suffix:

Title: Airport Manager

Organizational Affiliation:

\*Telephone Number: 970-642-7388

Fax Number:

\*Email: rlamport@gunnisoncounty.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Program - CARES Act Development

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Airport Terminal Rehabilitation and Expansion. Terminal Building: improving code compliance, HVAC and electrical systems, screening/baggage, holdrooms, replace jet bridges, parking lot & access road

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

## **INSTRUCTIONS FOR FORM 5100-100**

### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

#### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

#### **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: *“Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_\_/\_\_\_/\_\_\_ originally filed with AIP Project ###.”*
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** – Indicate the amount of the Grantee's share (from Section D).

**Line 21** – Indicate the amount of other shares (from Section D)

**Line 22** – Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by    (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

**SECTION A – GENERAL**

1. Assistance Listing Number:
2. Functional or Other Breakout:

**SECTION B – CALCULATION OF FEDERAL GRANT**

<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes      No      N/A

2. Construction records, including daily logs, ~~were or~~ will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes      No      N/A

3. All acceptance tests specified in the project specifications ~~were or~~ will be performed and documented. (AC 150/5370-12).

Yes      No      N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes      No      N/A
5. Pay reduction factors required by the specifications ~~were applied or~~ will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes      No      N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes      No      N/A
7. Weekly payroll records and statements of compliance ~~were or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes      No      N/A
8. Payments to the contractor ~~were or~~ will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes      No      N/A
9. A final project inspection ~~was or~~ will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes      No      N/A
10. The project ~~was or~~ will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes      No      N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement ~~has been or~~ will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) ~~has been or~~ will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work ~~has been or~~ will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees ~~have been or~~ will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct ~~is or~~ will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes	No	N/A
-----	----	-----

2. For all contracts, qualified and competent personnel ~~are or~~ will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included ~~or will include~~ clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented ~~or will implement~~ monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). ~~was or~~ will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor ~~has requested or~~ will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation ~~includes or~~ will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes      No      N/A

9. All construction and equipment installation contracts ~~contain or~~ will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes      No      N/A

10. All construction and equipment installation contracts exceeding \$2,000 ~~contain or~~ will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes      No      N/A

11. All construction and equipment installation contracts exceeding \$3,000 ~~contain or~~ will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes      No      N/A

12. All contracts exceeding \$10,000 ~~contain or~~ will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes      No      N/A

13. All contracts and subcontracts exceeding \$25,000: Measures ~~are in place or~~ will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes      No      N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) ~~include or~~ will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes      No      N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes      No      N/A

2. Specifications ~~incorporate or~~ will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes      No      N/A

3. The development that is ~~included or will~~ be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding ~~have been or~~ will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification ~~does not use or~~ will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification ~~does not impose or~~ will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates ~~include or~~ will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence ~~was or~~ will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings ~~comply or~~ will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification ~~include or~~ will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes    No    N/A

2. Sponsor procurement actions ~~ensure or~~ will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes    No    N/A

3. Sponsor ~~has excluded or~~ will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A

4. The advertisement describes ~~or will describe~~ specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes    No    N/A
5. Sponsor has ~~publicized or~~ will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes    No    N/A
6. Sponsor has based ~~or will base~~ selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes    No    N/A
7. Sponsor has verified ~~or will verify~~ that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes    No    N/A
8. A/E services covering multiple projects: Sponsor has agreed to ~~or will agree to~~:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes    No    N/A
9. Sponsor has negotiated ~~or will negotiate~~ a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes    No    N/A
10. The Sponsor's contract identifies ~~or will identify~~ costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes    No    N/A
11. Sponsor ~~has prepared or~~ will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes    No    N/A
12. Sponsor ~~has incorporated or~~ will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes    No    N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor ~~has established or~~ will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes    No    N/A

14. Sponsor ~~is not using or~~ will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes    No    N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes      No



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

**Agenda Item:** Grant Application; Colorado Department of Human Se

**Action Requested:** Other County Manager Approval to apply

**Parties to the Agreement:** Colorado Dept Human Services - OEC

**Term Begins:** 1/1/2021

**Term Ends:** 6/30/2022

**Grant Contract #:**

**Summary:**

New funding for Early Childhood Councils to support staff to expand access to licensed early childhood programs. 18 month-long contract and \$13.127.00

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

**Finance Review:**

Required

Not Required

Comments:

Budget to be amended for this additional funding. kw

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/22/2021

**County Attorney Review:**

Required

Not Required

Comments:

Although I spot no legal issues, we will want to see the grant agreement to review for legal sufficiency. MRH

Reveiwed by:

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

## Statement of Work (SOW)

**Gunnison Hinsdale Early Childhood Council**  
**220 N. Spruce Street**  
**Gunnison, CO 81230**

**1-Feb-21**

### Introduction/Background

*The Gunnison Hinsdale Early Childhood Council works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions*

### Scope of Work

*The Gunnison Hinsdale Early Childhood Council (GHECC) will advertise for the new emerging and expanding childcare grant throughout Gunnison and Hinsdale Counties. Through social media ads, newspaper ads and articles, and radio ads the Council will work to engage those interested in become a licensed childcare provider in the program and encourage currently licensed programs to apply for funding to support expansion in order to increase the number of licensed childcare slots in the two counties that we serve. A portion of the funding will also support incentives that will be awarded to Family, Friend, and Neighbor caregivers for registering in the Colorado's Professional Development Information Systems and completing pre-licensing trainings.*

### Period of Performance

The timeframe for this ccope of work is February 1st, 2021 through June 30th, 2021.

### Work Plan

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	<p><i>The GHECC will increase the communities awareness and understanding of the emerging and expanding childcare program as well as encourage interested individuals to apply for grant to help support the opening of a licensed childcare and/or expansion of a licensed childcare program.</i></p> <p><i>Several social media posts, newspaper ads, and radio announcements will be released to raise awareness around the emerging and expanding childcare program. The GHECC will engage at least 2 individuals interested in becoming a licensed family childcare home provider and support these individuals in creating a PDIS</i></p>				
Key Activity A: Advertising for the Emerging and Expanding Childcare Program					
Tasks	Time Period (Complete	Deliverable	Measurement	Person(s) Responsible	Budget Category

Targeted ads will be placed on the GHECC's social media platform and shared through community groups.	30-Jun-21	Monthly Social Media Ads	Number of Social Media Ads, community engagement around social media ads	GHECC Co-Coordinator	Supplies and Operating Expenses
Targeted ads will be placed on the local newspapers promoting the new emerging and expanding childcare program	30-Jun-21	Bi-monthly Newspaper Ads	Number of newspaper ads	GHECC Co-Coordinator	Supplies and Operating Expenses
A radio campaign will be created advertising for the new emerging and expanding childcare program	30-Jun-21	Quarterly Radio Ads	Radio add is completed and broadcasted	GHECC Co-Coordinator	Supplies and Operating Expenses
<b>Key Activity B: Outreach to current licensed programs</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach will be done to current licensed programs to encourage expansion	6/30/2021	Outreach is completed through direct conversations and emails	Number of current licensed childcare facilities that apply for expansion grant funding	GHECC Co-Coordinator	Personnel
<b>Key Activity C: Outreach and support will be provided to Family, Friend, and Neighbor caregivers in Gunnison and Hinsdale Counties.</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach will be completed to notify current Family, Friend, and Neighbor Caregivers of the Expanding and Emerging Childcare program.	6/30/2021	The GHECC will complete outreach to current family, friend, and neighbor caregivers through monthly education sessions already offered through the GHECC.	Number of FFN caregivers contacted and informed	GHECC Co-Coordinator	Personnel

The GHECC will incentivize FFN Caregivers to register in PDIS and complete several pre-licensing trainings	6/30/2021	Gunnison and Hinsdale County FFN caregivers are registered in PDIS and have completed some precicensing trainings	Number of FFN caregivers registered in PDIS	GHECC Co-Coordinator	Supplies and Operating Expenses

**Schedule/Milestones**

The GHECC will promote the Expanding and Emerging Childcare Program through several outlets including our GHECC Email distribution lists, social media, local newspaper, and the local radio. At least 20 promotions will be realised by June 30, 2021.

The GHECC will engage at least 5 current FFN caregivers in Gunnison and Hinsdale Counties and encourage each to register in PDIS and complete pre-licensing trainings by June 30, 2021.

The GHECC will support current licensed providers and interested individuals in their emerging and expanding application. The GHECC plans to support at least 1 current provider in an application to expand their program by June 30, 2021.

**Acceptance Criteria**

The acceptance of all deliverables will reside with the Office of Early Childhood (specific program). The designated program manager will monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager will either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

# Colorado Department of Human Services - Office of Early Childhood (OEC)

## Budget Template Instructions



### General Instructions:

The Budget Template - Should be used to explain how an agency plans to use OEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDHS/OEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"

The information contained in each expenditure category helps OEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

### Contact Information

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

**Agency Name:** Enter agency's name

**Budget Period:** Enter budget/ project period dates

**Project Name:** Enter the project name

**Program Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Fiscal Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Personnel Services (Salaried Employees and Hourly Employees)**

It is OEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

**Column A: Position Title**

Example 1: Project Coordinator (salaried)

Example 2: Project Administrator (hourly)

**Column B: Description of Work**

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

**Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project**

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

\$	60,000	*Gross Annual Salary
	22%	Fringe %
\$	13,200	*Fringe (\$60,000 x 22%)
\$	73,200	Annual Salary + Fringe (\$60,000 + \$13,200)
	100%	*Percent of Time on Project
\$	73,200	Amount Requesting from OEC (automatically calculates)

\*Enter into the Budget Template

**Column G: Total Amount Requested from OEC**

This column should reflect the amount the agency is requesting from OEC for each employee working on the project.

**Total Personnel Services (including fringe benefits)**

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from OEC.

**Contractors/Consultants (payments to third parties or entities)**

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. OEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

**Column A: Item**

List the name of subcontractor

Example 1: ABC Training, Inc.

**Column B: Description of Item**

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

**Column G: Total Amount Requested from OEC**

This column should reflect the amount the agency is requesting from OEC for each subcontractor.

**Total Contractors/Consultants**

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from OEC.

## Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the OEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. OEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

### **Column A: Item**

List the item in this column: i.e., mileage, lodging, meals, airfare

### **Column B: Description of Item**

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined.

### **Column G: Total Amount Requested from OEC**

This column should reflect the amount the agency is requesting from OEC for each travel line.

### **Total Travel Expenses**

This row should total Travel Expenses the agency is requesting from OEC.

**Supplies & Operating Expenses**

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

**Column A: Item**

This column should list the item to be used in support of the Work Plan. Noted below are a two examples from the example in Attachment A - Work Plan

Example 1: Training Materials - TND materials for 225 youth for 3 schools

Example 2: Telephone lines/long distance and Internet services

**Column B: Description of Item**

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Includes work book and other necessary supplies. Work book = \$15/student ( $\$15 \times 225 = \$3,375$ ) and teacher supplies (paper, markers, flip chart, etc...)  $\$20/9$  sessions ( $\$20 \times 9 = \$180$ )

**Column G: Total Amount Requested from OEC**

This column should reflect the amount the agency is requesting from OEC for each supply item.

**Total Supplies & Operating Expenses**

This row should total the Supplies & Operating Expenses the agency is requesting from OEC.

**Modified Total Direct Costs (MTDC)**

This row should total the amount of all Modified Total Direct Costs the agency is requesting from OEC.

**Please Note:** Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

**Indirect Costs**

Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate.

**Column A: Item**

Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado.

**Column B: Description of Item (description is not necessary for the negotiated rate agreement)**

Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.

**TOTAL**

This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from OEC for the project.



**Colorado Department of Human Services  
Office of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Gunnison-Hinsdale Early Childhood Council
<b>Budget Period</b>	Feb 1, 2020 - June 30, 2022
<b>Project Name</b>	Emerging and Expanding Child Care Grant Program

<b>Program Contact Name, Title</b>	Lana Athey - GHECC Co-Coordinator
<b>Phone</b>	970-642-4667
<b>Email</b>	<a href="mailto:lathey@gunnisoncounty.org">lathey@gunnisoncounty.org</a>
<b>Fiscal Contact Name, Title</b>	Jody Wise, Senior Accountant
<b>Phone</b>	970-641-7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>

**PLEASE READ INSTRUCTIONS INCLUDED IN TAB A OF THIS SPREADSHEET PRIOR TO COMPLETING TAB B TEMPLATE**

<b>Expenditure Categories</b>					
<b>Personnel Services - Salaried Employees</b>					<b>FY 2021-2022</b>
<b>Position Title/ Employee Name</b>	<b>Description of Work and Fringe Benefits include: SSEC, MCARE, RETIREMENT,</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Total Amount Requested from CDHS</b>
Co-Coordinator/Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants,	\$59,030	\$12,210	11%	\$7,836
Corrine Jaeger Quality Improvement Coach	Outreaches to childcare providers and FFN caregivers, provides direct coaching and training for childcare providers and some	\$57,491	\$4,597	3%	\$1,863
					\$0
					\$0
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$9,699</b>
<b>Contractors/Consultants (payments to third parties or entities)</b>					<b>FY 2021-2022</b>
<b>Name</b>	<b>Description of Item</b>				<b>Total Amount Requested from CDHS</b>
					\$0
					\$0
					\$0
					\$0
<b>Total Contractors/Consultants</b>					<b>\$0</b>

<b>Travel</b>		<b>FY 2021-2022</b>
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDHS</b>
		\$0
		\$0
		\$0
<b>Total Travel</b>		<b>\$0</b>
<b>Supplies &amp; Operating Expenses</b>		<b>FY 2021-2022</b>
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDHS</b>
Advertising	Newspaper, Radio, and Social Media Ads	\$1,000
Office Supplies	Printer Cartridges, pens, folders, etc.	\$400
Incentives	Incentives for completing Pre-Licensing trainings and other professional development offered by the council	\$2,028
<b>Total Supplies &amp; Operating Expenses</b>		<b>\$3,428</b>
<b>Training and Technical Assistance</b>		<b>FY 2021-2022</b>
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDHS</b>
		\$0
		\$0
<b>Total Training and Technical Assistance</b>		<b>\$0</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$13,127</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>		<b>\$13,127</b>
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		
<b>Indirect Costs</b>		<b>FY 2021-2022</b>
<b>[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]</b>		
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from CDHS</b>
Negotiated Federal Indirect cost rate	N/A	
State Federal Indirect cost rate	N/A	

0% de minimis Indirect rate:	N/A	
		<b>Total Indirect</b> \$0
		<b>TOTAL</b> \$13,127

\*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)

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

**Agenda Item:** Grant Application; Colorado Department of Human Se

**Action Requested:** Motion

**Parties to the Agreement:** Gunnison county - CDHS

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

no signature needed at this time - electronic approval/signature needed on Jan. 29.

**Fiscal Impact:**

**Submitted by:** Kari Commerford

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

**Finance Review:**

Required

Not Required

**Comments:**

Budget will be amended upon receiving funds.

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/14/2021

**County Attorney Review:**

Required

Not Required

**Comments:**

I see no legal issues in this application but of course we will need to see the grant agreement before it is signed by either the Board or a person with authority. Also, submitters should be providing better descriptors in their submissions, particularly for the consent agenda. "Grant" is not specific enough for OMA purposes, and it would assist our review process to provide a more specific title. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/22/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 1/26/2021

All fields marked with \* are required and must be filled.



# COLORADO

## Department of Human Services

### Welcome to the Family First Transition Act Funds: Request for Funding

The Colorado Department of Human Services (CDHS) invites you to submit applications for Family First Transition Act funding. *For questions about the application or the process, please contact Marilyn Barron at [marilynn.barron@state.co.us](mailto:marilynn.barron@state.co.us) and copy [cdhs\\_procurement@state.co.us](mailto:cdhs_procurement@state.co.us) on your email.*

Applications will be reviewed by a multi-disciplinary panel twice yearly. Up to \$500,000 will be awarded each calendar year on a rolling basis, through 2023.

During the first funding year 2020-2021, the schedule of application submission and review will require application submission on January 31st, and June 30th, 2021 at 11:59 pm MST.

Reviews will occur the month after the submission deadline, and the announcement of awards will occur the two weeks following that. For the first round of submissions, this means that announcements will be made between March 1st - 12th, 2021.

Please complete the following application as thoroughly as possible. During the review process, applicants may be asked to respond to follow-up questions or engage with the review panel in a



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# 1. General Information

Please fill out the below information. A '\*' indicates a required field.

## Agency type requesting funding \*

- County Department  
 Non-Profit/Community Partner  
 Government Agency  
 Other

## Agency/organization name: \*

Gunnison County

## Request for Funding Contact Information

There must be at least one primary contact for application submission. If the application is being prepared by someone other than the primary contact, please provide both the primary's and preparer's contact information.

## Contact information \*

	Primary Contact	Preparer's Contact
Name	Joni Reynolds	Kari Commerford
Role	HHS Director	Juvenile Services Director
Email	jreynolds@gunnisoncounty.org	kcommerford@gunnisoncounty.org
Phone	970-641-7940	970-642-7393
Address	200 East Virginia Ave.	200 East Virginia Ave.

# 2. Proposal Details



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All fields marked with \* are required and must be filled.

## Priority Funding Areas

The Family First Transition Act provides critical funding and flexibility to ensure a smooth and successful rollout of the Family First Prevention Services Act (Family First) in Colorado. CDHS is committed to utilizing transition funds in ways that enable us to meet the following outcomes and align with the associated funding priority areas:

- **Outcome 1:** Children, youth and families have timely access to a continuum of community-based, prevention-focused services that meet their needs, promote safety and well-being, and keep families together.
  - *Priority Funding Area 1: Expand the prevention services continuum in a way that addresses locally-identified needs, meets Family First requirements, addresses inequities across the state, and emphasizes cultural responsiveness.*
- **Outcome 2:** When necessary, children are placed in the least restrictive, most family-like setting possible that is aligned with their individual needs, high-quality, time-limited and focused on treatment.
  - *Priority Funding Area 2: Build a continuum of placement options that include high-quality QRTPs as well as sufficient options for lower levels of family-based care.*
- **Outcome 3:** Colorado has a strong foundation from which to launch Family First implementation efforts and support a successful and smooth roll-out.
  - *Priority Funding Area 3: Address known and potential barriers to Family First implementation.*

Indicate which priority funding area your proposal addresses. If the application does not align with one of the priority funding areas, please explain why it is of importance to Colorado's Family First efforts:

- Priority Funding Area 1
- Priority Funding Area 2
- Priority Funding Area 3
- Other

If other was selected above, please explain the importance of your funding request here:

247106

Expected length of project (in months): \*

36

What is the change you expect to see as a result of gaining funding (think about outcomes expected)?

Goal 1: Work with community stakeholders to assist in conducting a community behavioral health environmental scan and gaps analysis. This information will be used by HHS and Juveniles to inform a strategic plan for implementation of prevention and intervention programming for

What need are you trying to address and why is it a fit/priority for your community or the community you expect the funding to support?

meet this need now. Additionally, over the past 2 years Gunnison County has seen an increase of youth accessing the FAST program with more complex needs. Restarting the Plus Mentor program would all for another layer of prevention to support youth in the community.

### 3. Proposal Summary

Please ensure that you complete all appropriate areas of the Guiding Principles and Proposed Activities sections. Note, they are drop-down sections, you must click the '+' to the right of the section title.

All fields marked with \* are required and must be filled.

Provide a one- to two-paragraph description of your proposal (attach additional project narratives at the end of the application): \*

Gunnison County will expand the prevention services continuum in a way that addresses our locally-identified community needs and is informed by our community culture. In order to address needs across the continuum Gunnison County will increase prevention programming

### Guiding Principles



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Describe how your proposal will address each principle. If the proposal does not align with one of the guiding principles, please explain why.

**Collaboration.** How does your proposal leverage partnerships and collaboration? Is this collaboration going to ensure a coordinated approach to Family First Implementation? If appropriate, list out your partners. If applicable, attach letters of support/partnership to the end of your application.

HHS and Juvenile Services will work with the Health Coalition of the Gunnison Valley on the Behavioral Health environmental scan and gaps analysis. This collaborative coordination will help to ensure that community voice and culture is leading the process and that strategies are family

**Infrastructure Development.** How does your proposal address identified gaps in the current system and/or build a more robust foundation?

This proposal includes addressing current gaps in equitable services by increasing FTE for a bilingual Wraparound Facilitator. This proposal includes addressing the current gap in Mentorship for our youth with complex needs and in parenting support. Additionally, the proposal includes a

**Sustainability.** How does your proposal support sustainable, longer-term impacts/outcomes?

sustainability plan will be to start billing Wraparound Services to Medicaid, diversifying funding sources locally, state-wide and federally and to include prevention efforts in the Behavioral Health Community fundraising efforts that will take place in 2022.

**Community-Informed.** How did feedback and input from the community you plan to serve/contribute to the proposed work? What ongoing engagement strategies will your proposal utilize?

Gunnison County's IOG meets quarterly and keeps a pulse on the needs of youth and families by sharing information and data. The FAST Coordinator and FAST team bring information about families currently served, trends and needs to the IOG for reporting and review. The IOG also

**Data-Informed.** Is the request data-informed? If yes, please describe the data collection plan and measurements. If no, please explain why not and/or what data will be gathered as part of your proposal.

Gunnison County's community partners are dedicated to providing evidence-based and data driven prevention efforts. FAST has been working to serve youth and families collaboratively with

Equity. How has your proposal taken Equity, Diversity and Inclusion (EDI) into consideration? What specific inequities is this work addressing? How will the proposed activities address these inequities?

Gunnison County is designated as a frontier county located in south central Colorado. With a population of 17,462, there are fewer than 5 people per square mile. Approximately one half of county residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). Two reasons

### Proposed Activities

Describe what you will do and how you will do it.

What is the timeline for this work and what are the major milestones that will ultimately lead to your desired results?

We are proposing a 3 year timeline. Goal 1 : Complete a behavioral health environmental scan and gaps analysis by October 2021 and prevention specific strategic plan with sustainability plan by Jan. 2022. Goal 2: Increase the number of families severed with in-home

How will you know you are successful?

Type here...

What do you believe the consequence will be if your proposal is not funded?

If the proposal is not funded Gunnison County will continue to have a gap in services in meeting the needs of our Latino/a community members. Currently we are able to use an interpreter to serve our Spanish speaking population, but the level of service is different than for our English

If the request is for workforce development or training, describe how the final product can be replicated or will be shared across the state.

The request will include workforce training in the parents as teachers program. Gunnison County will provide an opportunity for 2 staff, annually, to be trained in the parents as teachers facilitator. At the end of the program funding period we will have 6 trained facilitators and can work with our

## 4. Project Budget

Attach a budget description for your submission. We have provided a sample template but will accept more detailed submissions if applicable. Click the image below to access the downloadable template.

PROJECT BUDGET						
<i>FFTA = Family First Transition Act</i>						
<b>Applicant Name/Organization:</b>						
<b>Name of Proposed Project:</b>						
<b>Project Period: (State Fiscal Year)</b>	<b>From:</b>		<b>To:</b>			
<b>Contact Name, Email &amp; Phone:</b>						
<b>INCOME</b>	<b>Budget Year 1</b>		<b>Budget Year 2</b>		<b>Budget Year 3</b>	
	<i>(multi-year requests only)</i>					
<b>Source</b>	<b>FFTA</b>	<b>Other Sources</b>	<b>FFTA</b>	<b>Other Sources</b>	<b>FFTA</b>	<b>Other Sources</b>
FFTA request						
Other Government Grants & Contracts (specify)						

Budget justification for total amount requested - please describe how you came to the number above, e.g. based on target population size, percentage of the total child welfare block, number of clients expected to be served, hours per deliverable, etc.:

.75 FTE Wraparound Facilitator - Currently Gunnison County has one 20 hour a week Wraparound Facilitator. The facilitator is also our FAST Coordinator and work with ISST level families as well as Wraparound families. We are currently serving 17 youth, the majority are

Gunnison County and the FAST partners are dedicated to providing prevention services to youth and families. Sustainability is always a top priority and will be included in the strategic plan. Currently we have diversified funds for program from state and local resources and will continue to

Upload your project budget:

[Transition Act Budget Template Sample.xlsx](#)

## Proposal Attachments

Letters of support/partnership:

Any additional supporting documentation (e.g., project planning documents, additional project narrative):

## Sign & Submit

*Please sign below prior to submitting the application. If the party preparing the application is not in a leadership role, please include a signature of the appropriate authority, if applicable.*

All fields marked with \* are required and must be filled.

Primary Contact's Signature \*



Now create your own JotForm - It's free!

Create your own JotForm

Clear

Leadership/Authority Signature (if applicable)

Clear

Click the button below to **Submit** your request for funding. We suggest you print a copy of your submission prior to clicking the Submit button.

If you have any questions about the program or your application, email Marilyn Barron at [marilynn.barron@state.co.us](mailto:marilynn.barron@state.co.us).

Submit

Print Form





Total amount requested: 247,106

Expected length of project (in months): 36

**What is the change you expect to see as a result of gaining funding (think about outcomes expected)?**

Goal 1: Work with community stakeholders to assist in conducting a community behavioral health environmental scan and gaps analysis. This information will be used by Gunnison County's Departments of Health and Human services and Juvenile Services to inform a strategic plan for implementation of prevention and intervention programming for youth and families. This plan will include a sustainability section that will identify long term and diversified funding sources. This will help decrease the cost of financial request by \$25,000 over the 3-year requested period.

Goal 2: Increase the number of families who receive prevention programming through in-home parenting classes by supplementing the Nurse Family Partnership (NFP) program with Parents as Teachers (or another evidence-based program targeted towards early childhood). The current limitations of NFP include, being a first-time mother, income less than 200% above poverty line, and education levels lower than a bachelor's degree. Supplementing NFP with Parents as Teachers will help to expand the number of families who receive prevention services by 20%.

Goal 3 - Increase capacity to serve families in a culturally sensitive way. Gunnison County's Collaborative Management Program (CMP) called the Family Advocacy and Support Team (FAST) will hire a full time bi-lingual Wraparound Facilitator in order to practice High-Fidelity Wraparound in an equitable way.

Goal 4 - Restart the Plus Mentor program to meet the needs of our higher risk youth with providing them with a trusted adult, which is a protective factor identified by our community. The Plus Mentor program is designed to incorporate a community-based approach that will minimize the likelihood of further system involvement.

Goal 5 - Continue to have less than 5% of youth enter into out of home placement.

**What need are you trying to address and why is it a fit/priority for your community or the community you expect the funding to support?**

Gunnison County had been practicing High Fidelity Wraparound for the past 7 years. In those 7 years Gunnison County has successfully kept the number of out of home placements below 5% and has successfully operated our IOG. Gunnison County is starting to see an increase need for culturally sensitive services as the number of Non-English speaking community members are aware of and utilizing services. Gunnison County is also seeing the impact of toxic stress in our community youth and are initiating a behavioral health environmental scan and gaps analysis to understand the needs of the whole community and create a community wide strategic plan for implementation. Gunnison County Health and Human Services and Juvenile Services will take the lead on planning and implementation of prevention programming that comes from this process. One gap that has already been identified is prevention services by way of parenting classes and for in-home parenting programs. Gunnison County is invested in increasing the capacity to meet this need now. Additionally, over the past 2 years Gunnison County has seen an increase of youth and families accessing the FAST program with more

complex needs. Restarting the Plus Mentor program would offer another layer of prevention to support youth in the community.

**Provide a one- to two-paragraph description of your proposal (attach additional project narratives at the end of the application):**

Gunnison County will expand the prevention services continuum in a way that addresses our locally-identified community needs and is informed by our community culture. In order to address needs across the continuum Gunnison County will increase prevention programming accessible to all Gunnison County youth and families prenatally through Kindergarten. Gunnison County will create a comprehensive community plan to address the behavioral health needs of youth and families. The Departments of Health and Human Services and Juvenile Services will take the lead on implementing programs that are sustainable. To enhance our services for youth who have complex needs we will restart the Plus Mentor program. This program helps to support youth and families not only at the point of service but also within the community as it provides relationships to trusted adults which is a primary protective factor. Gunnison County is dedicated to providing equitable services to all community members. This funding will help ensure equity by allowing our Family Advocacy and Support Team (FAST) to hire a bi-lingual High-Fidelity Wraparound Facilitator.

**Collaboration. How does your proposal leverage partnerships and collaboration? Is this collaboration going to ensure a coordinated approach to Family First Implementation? If appropriate, list out your partners. If applicable, attach letters of support/partnership to the end of your application.**

Gunnison County's Health and Human Services (HHS) and Juvenile Services will work with the Health Coalition of the Gunnison Valley on the Behavioral Health environmental scan and gaps analysis. This collaborative coordination will help to ensure that community voice and culture is leading the process and that strategies are family and youth focused. This proposal is a shared effort between HHS and Juvenile Service's Family Advocacy and Support Team (FAST) program which includes partnerships with; RE1-J School District, Gunnison Valley Mentors, Project Hope, 7th Judicial Court and probation, Gunnison Police Department, the Center for Mental Health, Division of Youth Services, and Rocky Mountain Health Plans. All of these partners are committed to giving time and resources.

**Infrastructure Development. How does your proposal address identified gaps in the current system and/or build a more robust foundation?**

This proposal includes addressing current gaps in equitable services by increasing FTE for a bilingual High-Fidelity Wraparound Facilitator. This proposal includes addressing the current gap in Mentorship for our youth with complex needs and in parenting support. Additionally, the proposal includes a comprehensive environmental scan and gaps analysis that will be collaboratively completed.

**Sustainability. How does your proposal support sustainable, longer-term impacts/outcomes?**

As part of the strategic planning process that will come from the community wide assessment Gunnison County will create a long-term sustainability plan. Current MOU's with our Family Advocacy and Support Team (FAST) stakeholders exemplify community commitment to sustainable programming for youth and families and this assessment process will further solidify community commitment. A part of the sustainability plan will be to start billing High-Fidelity Wraparound services to Medicaid, diversifying funding sources locally, state-wide and federally and to include prevention efforts in the Behavioral Health Community fundraising that will take place in 2022.

**Community-Informed. How did feedback and input from the community you plan to serve/contribute to the proposed work? What ongoing engagement strategies will your proposal utilize?**

Gunnison County's Interagency Oversight Group (IOG) meets quarterly and keeps a pulse on the needs of youth and families by sharing information and data. The Family Advocacy and Support Team (FAST) Coordinator and FAST members report information about families currently served as well as trends and needs to the IOG for review and consideration. The IOG also works closely with our Communities that Care coalition (CTC). CTC is a data driven framework that identifies risk and protective factors using a socioecological lens. Additionally, the CTC coalition and IOG are part of the larger Health Coalition of the Gunnison Valley. All of these stakeholders and data reports were reviewed as part of creating this proposal and needs identified by community partners were selected as strategies to enhance the continuum of prevention services. Ongoing engagement strategies for the proposal included continued quarterly meetings and reports to the IOG with annual MOUs, continued participation in the CTC Coalition and being a strategic partner with the Health Coalition as they complete the behavioral health environmental scan and gaps analysis.

**Data-Informed. Is the request data-informed? If yes, please describe the data collection plan and measurements. If no, please explain why not and/or what data will be gathered as part of your proposal.**

Gunnison County's community partners are dedicated to providing evidence-based and data driven prevention efforts. The Family Advocacy and Support Team (FAST) has been working to serve youth and families collaboratively with community partners for the past 10 years. FAST is a recipient of the System of Care grant, the state's Collaborative Management Program, as well as the Office of Behavioral Health's Block Grant in partnership with Gunnison Valley Mentors. For each of these entities, FAST reports performance and process measures. Additionally, FAST reports measures bi-annually to the IOG and Gunnison County's Board of County Commissioners. The FAST Coordinator will continue to collect all of the current data measures (attendance, mental health, participation of partners, disciplinary action in schools, out of home placement, number of families served, number of meetings with each family, number of mentors matches, and number of youths who receive mental health services) in addition to new data created by this proposal. Data specific to this proposal will include all current measures as well as the number of families served and number of meetings in the Parents as Teachers' program, pre-post surveys for the Parents as Teachers' program, number of youths matched with plus mentors and monthly case logs reporting goals and progress towards those goals. Gunnison County utilizes data to help determine programming and allows data to tell a story. This allows for programs and organizations to be community informed, culturally responsive and flexible to course correct if needed.

**Equity. How has your proposal taken Equity, Diversity and Inclusion (EDI) into consideration? What specific inequities is this work addressing? How will the proposed activities address these inequities?**

Gunnison County is designated as a frontier county located in south central Colorado. With a population of 17,462, there are fewer than 5 people per square mile. Approximately one half of county residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). Two reasons Gunnison County has such a high population of young adults is the existence of Western Colorado University (WCU) which lies within the city limits of Gunnison, and the outdoor tourism-driven economy. According to 2019 Health Kids Colorado Survey (HKCS) Data (Highschool only no data for middle school) 14.3% of youth identify as Gay/lesbian/bisexual and 1% of adult County resident identify as Gay/lesbian/bisexual. There are limited resources and education for our LGBTQ community members.

The City of Gunnison's demographics offer a measure of diversity, with a 14.7% Hispanic population verse the county measure of 9%. County Census data reports 87.1% of residents identifying White alone, 2.6% identify as American Indian/Native Alaskans, and 1.9% identify as 2 or more races. This City of Gunnison's rate of growth in Hispanic population is in line with diversity growth across the rural United States (Census.gov). However, we continue to see a diversity gap in our local power structure that has not kept up with the change in demographics.

The median household income in Gunnison County is \$54, 979 compared to the state, which is \$77, 127. The percentage of people 25 and older living in Gunnison County with a bachelor's degree or higher is 38.5% compared to the state, which is at 25.2%. While many residents in Gunnison County are highly educated, they get paid \$22,148 less per year on average making the rural community residents vulnerable to financial insecurities. Additionally, many of the community members who fall into this category are ineligible for services based on education and/or income. This is the double-edge-sword of middle and lower middle-class America.

In addition, Gunnison County is growing rapidly. (Census.gov) From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on the existing limited resources of this rural community. The media often generalizes rural America as white, marginalizing the many rural communities of color across the US. Rural America and rural white America are not the same, and both exist in Gunnison County. Differences between the Crested Butte end of the valley and the City of Gunnison end (South) are stark. A plethora of second homes, a high school listed in the Forbes top 100, a 9% poverty rate, and a population that is 96.7% white define the charming resort town of Crested Butte. Contrast that with the City of Gunnison's 25.6% poverty rate, and a picture of wealth distribution becomes clear. Greater wealth = better schools = higher cost of living. This fosters a commuter culture where Crested Butte's workforce lives down valley resulting in a degree of wealth and class segregation.

This proposal is designed to address several layers of inequities in our community. The proposal includes adding a .75 FTE bilingual High-Fidelity Wraparound Facilitator. Through our collaborative process, Gunnison County has identified that in order to serve our community equitably more professional staff that represent the culture and language of our Latino/a population is needed. In addition to the Wraparound position the proposal will also include at least one bilingual Parent as Teachers facilitator. Parents as Teachers will also allow more families to access in-home parenting programming. Currently our in-home parenting programming is limited to Nurse Family Partnership which has specific criteria that eliminates services for our middle and lower-middle class, as well as mothers of multiple children.

Two of our biggest risk factors that was identified during the Communities that Care (CTC) community assessment are “Community Norms favorable to substance use” and “high availability of substances”. This is true for both our youth and adult population and is more pervasive in the North end of the valley.

Gunnison Valley Hospital (GVH) has seen a 500% increase in admits to the ER for behavioral issues for adults in 2020. The primary diagnosis seen in ER visits include: anxiety, suicide attempt or ideation, alcohol and opioid non-fatal overdose, depression, hallucinations/bizarre behavior. Since January 2020, there has been an 18% increase in visits for suicidal ideation and a 10% increase in alcohol non-fatal overdose in primarily our adult population. Gunnison County’s prevalence of Adverse Childhood Experiences (ACEs) include physical abuse, neglect, sexual abuse, emotional abuse and parental mental health/substance use disorder (SUD). Taking this into consideration, this proposal aims to address the complex needs of youth and families who are disproportionately impacted by ACE’s. By restarting the Plus Mentor program youth will have access to a trusted adult which is the number protective factor to buffer against adversity.

**What is the timeline for this work and what are the major milestones that will ultimately lead to your desired results?**

We are proposing a 3year timeline.

Goal 1: Complete a behavioral health environmental scan and gaps analysis by October 2021 and prevention specific strategic plan with sustainability plan by Jan. 2022.

Goal 2: Increase the number of families served with in-home parenting programming by 5% within the first year and 20% by end of year 3. Additionally, increase equitable services by hiring at least one bilingual facilitator.

Goal 3: By April 2021, increase capacity to serve families in a culturally sensitive way by hiring a full time (.75) bi-lingual Wraparound Facilitator in order to practice high-fidelity wraparound in an equitable way.

Goal 4: Increase protective factors for youth and families impacted by ACE's by re-starting the Plus Mentor and serving at least 2 youth in year 1.

Goal 5 - Annually, have less than 5% of youth enter into out of home placement.

**How will you know you are successful?**

Data collection and measurements will guide the Gunnison community’s understanding of success. If the measures outlined for this proposal are met, those specific to our proposal and others already imbedded in our current practices, this will provide quantitative evidence that the strategies we utilize are working. In prioritizing that children, youth and families have timely access to a continuum of community-based and prevention-focused services, the most important indicator of success will be an increase in the number of youth and families that we serve in preventative services and a maintenance of our low rate of out-of-home placements (less than 5%). Qualitatively, youth and family voice are central to Gunnison County’s sense of success and enhances the story the data tells. Feedback, collected formally and informally, from youth and families that our strategies positively impact their safety and

wellbeing are important indicators of success. As well as families experiencing services as individualized, strength-based, family centered and culturally sensitive. From a systems perspective, success also means increasing all of Gunnison County's family serving organizations' sense of capability and preparedness for the coming changes that the Family First Prevention Services Act entails. This is aided by the continuation of the collaborative relationship with families and community partners. Completion of the behavioral health environmental needs and gaps analysis, with assistance of this grant, will provide more locally sourced data that will only continue to help us define and refine what success of Gunnison County and community stakeholders' collective impact looks like for future strategic planning.

**What do you believe the consequence will be if your proposal is not funded?**

If the proposal is not funded Gunnison County will continue to have a gap in services in meeting the needs of our Latino/a community members. Currently we are able to use an interpreter to serve our Spanish speaking population, but the level of service is different than for our English-speaking population. There are many barriers that are present with a language barrier including extra time between meetings due to scheduling difficulties, lack of knowledge of the interpreter of the High-Fidelity Wraparound process, and difficulty with building rapport with families. Gunnison County aims to provide equitable services to all of our community members. Another consequence if our proposal is not funded will be a lack of Plus Mentors. Gunnison County is seeing an increase of youth with complex needs and having a trusted adult that is knowledgeable about systems and behavioral health will provide a needed protective factor in their lives. Lastly, without funding Gunnison County will only be able to provide in-home parenting programming to families who meet specific criteria, leaving out a large population of youth and families who need and are requesting extra support.

**If the request is for workforce development or training, describe how the final product can be replicated or will be shared across the state.**

The request will include workforce training in the Parents as Teachers program. Gunnison County will provide an opportunity for 2 staff, annually, to be trained in the parents as teachers facilitator. At the end of the program funding period we will have 6 trained facilitators and can work with our partners on the Western Slope to provide networking opportunities to learn from each other. Gunnison County is part of the larger Collaborative Management Program (CMP) and System of Care (SOC) network and we are connected to the statewide Communities that Care (CTC) and Officer of Behavioral Health (OBH) coalitions and partnerships. Participating in learning communities are part of our current practice and will continue throughout this grant period.

**Budget justification for total amount requested - please describe how you came to the number above, e.g. based on target population size, percentage of the total child welfare block, number of clients expected to be served, hours per deliverable, etc.:**

.75 FTE Wraparound Facilitator - Currently Gunnison County has one 20 hour a week Wraparound Facilitator. The facilitator is also our Collaborative Management Program (CMP)/Family Advocacy and Support Team (FAST) Coordinator and works with both Individualized Service and Support

Team (ISST) level families and High-Fidelity Wraparound (HFW) level families. We are currently serving 17 youth, the majority which are engaged in HFW. In order to practice HFW to fidelity it is recommended to have no more than 5 families per facilitator at part-time employment. Gunnison County has a need for increased services and want to be more equitable in our services, therefore the increased staff will be bilingual. Cost was calculated using the county pay scale to increase staffing to .75 from .4 and requires a new staff.

Health and Human Services (HHS) Staff - Funds will be used to help support 2 HHS caseworker staff time in order to be trained as Parents as Teachers facilitators, participate in the FAST weekly team meetings and support prevention efforts for parents and youth. Costs were calculated using the County pay scale.

Plus Mentors - Funds will be used to stipend at least 2 Plus Mentors to serve youth with complex needs. Funds will be used for training and to compensate staff for their time. Costs were calculated using past Plus Mentor pay scale.

Training - Funds are being requested to cover training costs for the Parents as Teachers program for 2 Gunnison County staff.

Funds are requested to cover phone and computer costs for 75 % of total cost for the HFW facilitator.

**Please describe any sustainability plans you have to ensure funding after the use of transition funds, if appropriate.**

Gunnison County and the Family Advocacy and Support Team (FAST) partners are dedicated to providing prevention services to youth and families. Sustainability is always a top priority and will be included in the strategic plan. Currently we have diversified funds for program from state and local resources and will continue to work towards sustainability for the new High-Fidelity Wraparound Facilitator position. After 3 years, funds will not be needed for the Parents as Teachers training and the other positions will be written into other grants and funding requests. Gunnison County is also working to bill Medicaid as High-Fidelity Wraparound is an approved program for reimbursement.



## PROJECT BUDGET

*FFTA = Family First Transition Act*

<b>Applicant Name/Organization:</b>	Gunnison County				
<b>Name of Proposed Project:</b>	Family Advocacy and Support Team - FAST				
<b>Project Period: (State Fiscal Year)</b>	<b>From: 7/1/21</b>			<b>6/30/2024</b>	
<b>Contact Name, Email &amp; Phone:</b>	Joni Reynolds jreynolds@gunnisoncounty.org 970-641- 7940				
<b>INCOME</b>	<b>Budget Year 1</b>		<b>Budget Year 2</b>		<b>Budget</b>
	<i>(multi-year requests only)</i>				
<b>Source</b>	<b>FFTA</b>	<b>Other Sources</b>	<b>FFTA</b>	<b>Other Sources</b>	<b>FFTA</b>
FFTA request	\$ 90,720		\$ 79,901		\$ 76,629
Other Government Grants & Contracts (specify)					
OBH Block grant contractor		\$ 14,000		\$ 14,000	
HB1451		\$ 55,681		\$ 65,081	
Other Foundations (specify)					
Community Foundation of the Gunnison Valley					
Individual Contributions					
Fundraising Events/Products					
Patient / Client Fees					
Other (specify)					
<b>Total FFTA</b>	<b>\$ 90,720</b>		<b>\$ 79,901</b>		<b>\$ 76,629</b>
<b>Total Other</b>		<b>\$ 69,681</b>		<b>\$ 79,081</b>	
<b>Total Income</b>		<b>\$ 160,401</b>		<b>\$ 158,982</b>	

## PROJECT BUDGET



Indirect Costs*					
<b>Total FFTA</b>	\$ 90,702		\$ 79,901		\$ 76,629
<b>Total Other</b>		\$ 69,681		\$ 79,081	
<b>Total Expenses</b>		\$ 160,383		\$ 158,982	



**Year 3**

**Other Sources**

\$ 30,000

\$ 34,651

\$ 3,000

**\$ 67,651**

\$ 12,930

**\$ 12,930**

\$ 1,500

\$	82,081
\$	158,710

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

January 22, 2021 – February 28, 2021  
As of 1/22/2021

## Board of County Commissioners

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1. [BOCC Regular Meeting](#)  
January 26, 2021, All Day @ BOCC Boardroom  
[More Details](#)

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2. [Gunnison Valley Intergovernmental Meeting](#)  
January 28, 2021, 6:00 PM - 7:30 PM @ Zoom  
Participants will receive the Zoom login information directly from the Town of Crested Butte.  
[More Details](#)

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3. [BOCC Regular Meeting](#)  
February 2, 2021, All Day @ BOCC Boardroom  
[More Details](#)

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4. [BOCC Work Session](#)  
February 9, 2021, All Day @ BOCC Boardroom  
[More Details](#)

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5. [BOCC Regular Meeting](#)  
February 16, 2021, All Day @ BOCC Boardroom  
[More Details](#)

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6. [BOCC Work Session & Special Meeting](#)  
February 23, 2021, All Day @ BOCC Boardroom  
[More Details](#)

## Gunnison County Organization

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1. [Holiday - Washington's Birthday - Offices Closed](#)  
February 15, 2021, All Day  
[More Details](#)

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

**Agenda Item:** Sustainable Tourism and Outdoor Recreation Committ

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Amendment to STOR Committee Charter

**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:

Appears legally sufficient. Board should approve by motion. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 5 minutes

Agenda Date: 1/26/2021



Gunnison County, CO  
Community Development Department  
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230  
Phone: (970) 641-0360  
Website: [www.gunnisoncounty.org](http://www.gunnisoncounty.org)  
Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)

To: BOCC  
From: Cathie Pagano, Director of Community and Economic Development  
Date: July 23, 2020  
Re: STOR Committee Charter

---

The STOR Committee has proposed an amendment to their charter to reflect voting changes. The STOR Committee recommends that the BOCC amend the charter to require a larger quorum and that the Committee strive for consensus on matters rather than just a majority vote. The redline document is attached for your review. Please feel free to contact me with any questions. Thank you.

## Sustainable Tourism and Outdoor Recreation Committee

# Committee Charter

### Purpose

The Gunnison Valley contains stunning vistas, varied recreational opportunities. These landscapes and recreation amenities contribute significantly to the Valley's tourism economy and high quality of life. Public lands provide the backbone of our tourism industry and residents highly value their access to public lands which is why many of our residents call Gunnison County home.

When real or perceived threats to the quality of the experience on public lands occur, a conflict may arise causing us to question the value of our tourism economy. As the popularity of our community increases, we need to accommodate and sustainably manage both residents and visitors for the long term. The sustainable use of natural resources, including landscapes, forests, vegetation and wildlife, is a critical tool for conservation when addressing the increasing pressures on the natural environment by people.

Residents noted the vast numbers of people camping in the upper Valley that were not in formal campgrounds—trash, human waste and other signs of heavy use were found. Trailheads and parking areas were overcrowded. These negative impacts are exacerbated by the housing crisis with public lands becoming de-facto affordable housing to some. Local frustration with tourism included crowding on trails and in towns, disrespectful behaviors, and a culture clash with our value of being slow-paced, small towns.

Our share of winter tourism, largely driven by alpine skiing, is waning, primarily due to the competitive nature of the industry and the significant investment in new ski terrain and guest amenities occurring with other ski resorts around the West. We have one of the lowest winter occupancy and average daily rates among the 18 competitors. It is CBMR's goal to reach 500,000 skier visits by the 2021-2022 winter season which aligns with air service growth goals. At the level of 500,000 skier days, CBMR would have a sustainable financial position allowing for larger capital improvements while also providing stability for the inevitable low snow years. CBMR continues to gain momentum in increasing winter and summer visits but will need community support for initiatives like the One Valley Prosperity Strategy to help maintain this momentum over time.

While we want to mitigate and better manage summer tourism, we do have the capacity to grow and improve tourism in the winter. If we do not change our approach related to tourism and recreation—if we maintain the status quo—the challenges associated with carrying capacity will continue to increase.

A collaborative and action-oriented approach is required to manage tourism and outdoor recreation. The Sustainable Tourism and Outdoor Recreation (STOR) Committee is intended and structured to be a wide-ranging group that acts thoughtfully, efficiently and proactively to address negative impacts and develops unique approaches to create a sustainable tourism economy and outdoor recreation experience while preserving the natural resources of our County. It will be important for each and every Committee member to come to the table with open minds, keeping in mind the greater good and a

supportive, collaborative approach. It will take all members to address the complex challenges that we face.

The purpose of the STOR Committee is to work collaboratively to implement the following action steps:

1. To complete projects, and implement programs and strategies which will result in a sustainable tourism and outdoor recreation economy that also sustains the natural resources and aligns with the community's values.
2. To utilize renewable natural resources sustainably. To not threaten a species or landscape by over-use, and optimize benefits to both the environment and human needs.
3. To develop a strategic plan to collaboratively set priorities, plan, and implement improvements in outdoor recreational assets.
4. To prioritize areas and/or projects for collaborative effort and action, including, but not limited to:
  - o Trail development and maintenance
  - o Sanitary facilities
  - o Camping management/improvements
  - o Trailhead improvements
  - o Parking
  - o Signage
  - o River access
  - o Lake amenities
  - o Wildlife resources
5. To develop and/or maintain recreation infrastructure in Gunnison County to reduce and mitigate the impacts of recreation.
6. To plan, implement and finance proposed improvements/projects through shared resources, identification and development of new funding sources and collaborative grant applications.
7. To submit unified comments on recreation projects and/or related federal planning processes.
8. To develop recreation infrastructure assessment.
9. To oversee implementation of OVPP Strategy related to Sustainable Tourism and Outdoor Recreation.

## Organization

The Sustainable Tourism and Outdoor Recreation Committee (STOR Committee) is a community coalition, created by the Gunnison County Board of Commissioners to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially and financially) and aligns with our community values.

The negative impacts of tourism and outdoor recreation to our natural resources and our community values (e.g. outdoor recreation experience and our connection with nature) jeopardize the sustainability of the natural resource. In order to protect natural resources and reap the benefits of tourism and recreation as an economic sector they must be managed in a way that does not conflict with our quality of life and instead complements our community values.

This committee is being referred to herein as "the Sustainable Tourism and Outdoor Recreation Committee." The Gunnison Board of County Commissioners is referred to herein as "the Board."

Actions of the Sustainable Tourism and Outdoor Recreation Committee shall be governed by the Action Plan and Goals identified in the One Valley Prosperity Strategy and those adopted by the Board of County Commissioners and attached to this Charter as Exhibit A which may be amended from time to time.

## Duration

The creation of the Sustainable Tourism and Outdoor Recreation Committee will be reviewed annually by the Board of Commissioners and Committee members will be reappointed until such time it is determined that the need no longer exists.

## Membership and Responsibilities

1. The Sustainable Tourism and Outdoor Recreation Committee shall be comprised of nineteen regular members appointed by the Board of County Commissioners. Applicants to the Committee will be one (unless otherwise stated) from the following categories:
  - a. City of Gunnison
  - b. Town of Crested Butte
  - c. Town of Mt. Crested Butte
  - d. Town of Pitkin
  - e. Gunnison County
  - f. Colorado Parks and Wildlife
  - g. U.S. Forest Service
  - h. Bureau of Land Management
  - i. National Park Service
  - j. Gunnison-Crested Butte Tourism Association
  - k. Gunnison County Stockgrowers' Association
  - l. Crested Butte Mountain Resort
  - m. Western State Colorado University
  - n. Upper Gunnison River Water Conservancy District
  - ~~n.o.~~ Gunnison County Metropolitan Recreation District
  - ~~e-p.~~ At-large public (8)

Each nominating entity (a.-k.) shall recommend one member for a three-year term; the BOCC shall have the opportunity to interview and affirm the nominated representative to the STOR Committee. At-large committee members shall be appointed for a two-year term by the Board.

2. Each nominating entity shall empower their nominee to represent the entity and to make decisions and recommendations on behalf of their entity.
3. Appointed members must have the authority, to the maximum extent feasible, to vote on issues before the Committee without having to seek counsel from their nominating entity.
4. Public at-large Committee members shall represent stakeholder groups that have active interests in sustainable tourism and outdoor recreation and the capacity (resources, staffing, etc.) to support action and implementation of the STOR Committee.
5. A vacancy created by the resignation or termination of a member's term is filled by appointment by the Board of County Commissioners for the length of time remaining in the vacated term. If a

vacancy is created by an agency (municipal, state, federal, etc.) rather than an at-large seat, the agency shall nominate a new representative to the STOR Committee.

6. A Committee member can be removed by the appropriate entity and/or the Board, no sooner than ten (10) days after written notice is provided to such member by that nominating entity.
7. Any member may resign from the Committee by giving written notice to the appropriate nominating or appointing entity.
8. A Committee member is responsible for the following:
  - a. Reviewing all material received prior to meetings.
  - b. Attending all meetings, insofar as possible, and notifying the Chairperson of absences at least five days in advance of the meeting(s) to be missed.
  - c. Making every effort to raise questions and concerns about a proposal as soon as they are apparent.
  - d. Review recommendations and makes decisions before the Committee.
  - e. Assist new members of the Committee as needed.
  - f. The Committee will meet with and make at least quarterly reports to the Board.
  - g. The Committee will utilize the goals, objectives and strategies in the One Valley Prosperity Strategy to assure the success of the projects and coordination efforts with various agencies.
  - h. The Community Development Department will send minutes of all meetings of the Committee to each member.

## Officers and Duties

1. Officers of the Committee are a Chairperson and Vice-Chairperson who are members, and any other officers, as the Committee deems necessary.
2. Officers are elected annually by members at the Committee's first meeting of the calendar year, following the BOCC appointment of members, and shall be elected by a majority vote.
3. Each officer holds office for one calendar year after her/his election and may succeed herself/himself.
4. The Chairperson presides at all meetings of the Committee. The Vice-Chairperson serves in the absence or incapacity of the Chairperson, including in any event in which a conflict of interest prevents participating and vote by the Chairperson; and completes all such duties as are defined herein which are normally performed by the Chairperson.
5. All officers are voting members of the Committee including the Chairperson.
6. All records of the Committee will be maintained by the Community Development Department.
7. When a member resigns or is terminated or term expires they are to turn any records in their possession over to the new member or the Community Development Director within 15 days of their effective termination date.
8. The Community Development Department will provide support services to the Committee.

## Meetings

1. The Committee shall meet monthly or more often, as necessary, to review and act upon matters brought before it.

2. All Committee meetings shall be preceded by at least 24 hours posting and published notice and held regularly and at the noticed times, and are public meetings and open to the public at all times.
3. A quorum of the Committee consists of at least half of the members appointed to the Committee. Action shall be by a majority vote of those members present. The Committee shall strive for consensus on matters. Positions are achieved by a majority vote, any member can request a roll call of the vote to be recorded in the minutes.
4. The Committee shall keep a permanent, public record of all proceedings as recorded in the form of minutes. Minutes shall not be construed as a transcript of a meeting. All meetings involving financial decisions shall be recorded, except for executive sessions.
5. At least five business days prior to a meeting, the Community Development Director shall transmit to each committee member applicable materials for each item on the agenda for that meeting.

## Conflicts of Interest

1. In addition to the provisions of C.R.S. 24-18-101 et seq. as they may be amended, any member of the Committee is considered in a position of conflict of interest if any of the following situations is evidence relative to a specific matter scheduled for discussion:
  - a. The member will directly and substantially be affected to his/her economic benefit or detriment by the action proposed to be taken on the subject matter; but
  - b. There is no conflict if a member of the Committee is solely a member of a general group, which has an interest in a tourism and/or outdoor recreation issue.
2. Any member who considers him/herself to be in a position of conflict of interest as defined above must declare such conflict as soon as it becomes evident and shall not participate in any discussion or the proposal and shall not vote on the proposal and shall excuse her/himself from the portion of the meeting during which discussions of the subject matter is taking place and leave the meeting room.
3. Questions of conflict of interest which fall outside the above-cited categories shall be referred to the County Attorney for evaluation; no action will be taken on the subject item, and any Committee member whose relationship to the subject or application is in questions, must remove her/himself from any related discussion until a finding from the County Attorney is received by the Chairperson.

## Amendments

This Charter and Procedures may be altered and amended and new ones recommended by a concurring vote of five or more members of the Committee at a regular meeting subsequent to notification of the proposed change. By such vote of the Committee, the amended Charter and Procedures will be submitted to the Board of County Commissioners for consideration and approval.

## Strategies

The STOR Committee will engage in the following strategies with members and partners to achieve its goals:

1. **Be a Model and Leader of Outdoor Stewardship:** Develop recreation and environmental best practices for tourism and outdoor recreation that can be a model for others.
2. **Enhance Strategic Collaboration:** Provide a structure for collaboration that promotes strategic planning, action and implementation.
3. **Be Proactive:** Identify and prioritize areas for maintenance, management, improvements, and/or development.
4. **Educate:** Build and maintain community awareness of issues related to outdoor etiquette, recreational options and value of the resource.
5. **Advocate:** Advocate for needed changes in priorities, goals and resource allocation.
6. **Monitor Progress:** Surveys, impact assessments, trailhead counts, traffic counts, and information about use of facilities (campgrounds, trails, parking areas) shall be monitored to evaluate progress.

## Committee Structure

### Community Builders Task Force Liaison

The Community Builders Task Force (CBTF) is a coalition of community leaders and elected officials focused on regional cooperation and coordination. The CBTF is the oversight committee of the OVPP. A liaison is appointed to attend CBTF meetings with the aim of keeping a focus on the community value of quality of life, active lifestyles and the connection to the outdoors. A liaison from the STOR Committee will serve a one year term.

### Sub-Committees

Sub-Committees will be formed on an as needed basis and may include members that are not part of the STOR Committee; however any Sub-Committee shall be chaired by a STOR Committee member.

# 2018 Focus & Action Plan

## Focus

In 2016, the One Valley Prosperity Project resulted in this guiding principle for our community:

**We believe the culture of the Gunnison Valley, which is inclusive of all people, and reveres our natural setting is important. We will welcome guests to our Valley and strive to include them in our culture and educate them about our values in which outdoor education plays a significant role.**

**We believe sustainable tourism should:**

1. **Have positive impacts on the communities, culture, and local values while minimizing impacts to our fragile environment and man-made resources.**

- 2. Provide visitors with an outstanding experience through information, education, infrastructure, friendly atmosphere, and a remarkable environment.**
- 3. Maintain high quality outdoor recreation, an essential resource in the Gunnison Valley, both to support a vital tourism sector of our economy and for the well-being and values of our residents.**
- 4. Create synergies that support other components of our Valley's economy.**

The One Valley Prosperity Strategy identifies the following key strategic approaches:

- Manage Summer Tourism
- Grow Tourism in the Winter and Shoulder Seasons
- Communicate Diversity of Assets to Better Distribute Visitors
- Grow Capacity for Long Term Sustainable Management
- Enhance Recreation Infrastructure
- Continue Current Tourism Marketing Strategy
- Develop a Regional Trails Master Plan
- Mitigate Conditions in the Upper Valley
- Develop an Education Campaign
- Initiate a Communication Strategy for Summer Visitors on Public Land Changes
- Centralize an Events Calendar
- Participate Regionally in the Forest Revision Plan
- Create a System for Sustainable Events

Many of the STOR Committee members were active participants in the development of OVPP Strategy. Implementing the OVPP Strategy will help advance the goals of the STOR Committee. The STOR Committee serves an important purpose in creating a forum to prioritize projects, leverage resources and maximize impact.

# Exhibit A

## 2018 Action Plan

### **GOAL 1: Coordinate implementation of the One Valley Prosperity Strategy (OVP Strategy) related to Sustainable Tourism and Recreation.**

**Strategy 1** By March 31, 2018, develop work plans for the OVP Strategy implementation.

Action: Prioritize work plan projects and develop sub-committees as appropriate

**Strategy 2** By March 31, 2018 Identify top five priority areas for short term action/attention including but not limited to trail development, trail maintenance, use dispersal, parking, trailheads, sanitary facilities, campgrounds, river access

Action: Identify needed resources for priority projects and opportunities for shared resources, collaboration and funding opportunities.

### **GOAL 2: Ensure the Valley's tourism sector of the economy is year round, vibrant and supports our community's values.**

**Strategy 1** By December 31, 2018 create a Recreation infrastructure Assessment

Action: Develop plan to operationalize Recreation Infrastructure Assessment with strategies, actions and timelines for implementation

Action: Develop Trails Master Plan

### **GOAL 3: Foster a resident and visitor culture that demonstrates respect for our community, culture and environment**

**Strategy 1** By December 31, 2018 develop a unified Gunnison Valley message for stewardship ethic and recreation etiquette to be distributed through local channels which utilizes a nationally recognized model such as the "leave no trace" program

**Strategy 2** Support regional educational campaigns (Mountain Manners and Crested Butte Conservation Corps) for residents and guests to promote responsible use and good stewardship.

### **Goal 4: Support collaboration between federal land agencies, local government, non-profit and user groups to improve management of recreation and natural resources.**

**Strategy 1** By March 30, 2018 develop a fundraising strategy for identified priority projects.

**Strategy 2** By September 30, 2018 set common goals and priorities for natural resource and recreation asset enhancements.

**Strategy 3** Coordinate a regional vision and strategy for public lands and actively engage in the USFS Forest Plan Revision process.

### **Goal 5: Be proactive in management of private and public natural and recreation assets to minimize resource degradation and enhance quality.**

**Strategy 1** Manage campground capacity to minimize illegal and/or dispersed camping.

**Strategy 2** Improve and coordinate trail signage regionally to enhance user experience and reduce negative impacts such as trespassing.

**Strategy 3** By March 31, 2018, target businesses who interact with visitors (recreation businesses, visitor center, concierges, etc.) to understand recent public land rule changes (i.e. USFS and BLM dispersed camping regulations) and how to direct visitors to additional information.

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

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**Agenda Item:** Boundary Line Adjustment; Lots 3 and 4, Fairway Pa

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Signature needed for Lakewood Ranch II plat, Boundary Line Adjustment

**Fiscal Impact:**

**Submitted by:** Rachel Sabbato

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/20/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/20/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/26/2021

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**Gunnison County, CO**  
**Community Development Department**

221 N. Wisconsin St. Ste. D, Gunnison, CO 81230

Phone: (970) 641-0360 FAX: (970) 641-8585

Website: [www.gunnisoncounty.org/planning.html](http://www.gunnisoncounty.org/planning.html)

Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)

To: BOCC  
From: Rachel Sabbato  
Date: January 19, 2021  
Re: Boundary Line Adjustment

---

Attorney Chuck Cliggett on behalf of Lakewood Ranch II, Trust, Charles F. Cliggett Trustee and Michael E. Jenkins, owners of Lots 3 & 4 Fairway Park at Skyland have applied for a boundary line adjustment. The resulting residential lots are each currently vacant and have been approved by the HOA, Skyland Community Association. The taxes are up to date on both lots. The application and plat have been reviewed and approved by the County Attorney, David Baumgarten.

The mylar will be present at the meeting for signature from the Board.

The application can be viewed at [gunnisoncounty.org](http://gunnisoncounty.org), or link to <http://204.132.78.100/citizenaccess/>

Public Access button

Projects

Application

LUC-20-00050

Attachments

Please call if there are any further questions.

Thank you,

Rachel Sabbato  
Senior Land Use Planner  
Gunnison County  
221 N. Wisconsin St  
Gunnison, CO 81230  
Phone: 970-641-7929  
[rsabbato@gunnisoncounty.org](mailto:rsabbato@gunnisoncounty.org)

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

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**Agenda Item:** Townhome Plat; 244 Elk Valley Road; Crested Butte,

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

A duplex is being converted into a townhome, BOCC signature required.

**Fiscal Impact:**

**Submitted by:** Rachel Sabbato

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/26/2021

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**Gunnison County, CO**  
**Community Development Department**

221 N. Wisconsin St. Ste. D, Gunnison, CO 81230

Phone: (970) 641-0360 FAX: (970) 641-8585

Website: [www.gunnisoncounty.org/planning.html](http://www.gunnisoncounty.org/planning.html)

Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)

To: BOCC  
From: Rachel Sabbato  
Date: January 26, 2021  
Re: 244 Elk Valley Townhome plat

---

Martin Spencer on behalf of MT Investment Company, LLC, in partnership with Steve Watson of Custom Homes, Inc., of lot M1-11 Buckhorn Ranch Filing No. 2B, 244 Elk Valley Road, have applied for a townhome plat. The resulting townhomes are currently constructed and have been approved by the HOA, Buckhorn Ranch. The application and plat have been reviewed and approved by the County Attorney, Emilee Gaebler.

The mylar will be present at the meeting for signature from the Board.

**AMENDMENT:** At this time only one unit of the townhome has received a final Certificate of Occupancy (CO). After reviewing with Cathie Pagano and Attorney Emilee Gaebler, I request that signature of the plat still take place on Tuesday January 26<sup>th</sup> but be withheld from recording until the second unit receives the final CO, to be noted in the meeting record.

The application can be viewed at [gunnisoncounty.org](http://gunnisoncounty.org), or link to <http://204.132.78.100/citizenaccess/>  
Public Access button  
Projects  
Application  
LUC-21-00001  
Attachments

Please call if there are any further questions.  
Thank you,

Rachel Sabbato  
Senior Land Use Planner  
Gunnison County  
221 N. Wisconsin St  
Gunnison, CO 81230  
Phone: 970-641-7929  
[rsabbato@gunnisoncounty.org](mailto:rsabbato@gunnisoncounty.org)

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

**Agenda Item:** Boundary Line Adjustment; 4607 Bryant Avenue and 4

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Boundary line adjustment to allow for construction of a driveway that meets County standards.

**Fiscal Impact:**

**Submitted by:** Hillary Seminick

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

I spot no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/22/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 1/26/2021



Gunnison County, CO  
Community Development Department  
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230  
Phone: (970) 641-0360  
Website: [www.gunnisoncounty.org](http://www.gunnisoncounty.org)  
Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)

To: Gunnison County Board of County Commissioners  
From: Hillary Seminick, AICP, Senior Planner, Community Development Department  
Date: January 21, 2021  
Re: **LUC-20-00056, 4607 Bryant Ave and 4565 Bryant Avenue CB South Boundary Line Adjustment**

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#### Summary

The Applicants, Emily and Michael Luna, represented by Beth Appleton PC, have requested a boundary line adjustment between two parcels, Lot 39 and Lot 38, Block 24 of Crested Butte South Filing No. 4; commonly known as 4607 and 4565 Bryant Avenue, respectively.

The boundary line adjustment would convey a small portion of Lot 38 to Lot 39 for the purposes of establishing egress to Lot 38. Lot 38 is situated on a hillside and as currently configured, would not allow for the construction of a driveway that meets Public Works grade standards. A boundary line adjustment will allow the applicant to construct egress to Bryant Avenue that meets Public Works standards.

A digital copy of the plat has been included as Exhibit A to this memo.

#### Staff Comment

Boundary Line Adjustments are subject to the *Standards for Administrative Review* and *Section 5-103.3.a, Additional Standards Applicable to Boundary Line Adjustments*. The Additional Standards require that the boundary line adjustment not create any additional lots, nor result in a lot that does not meet the minimum lot size standards. Lastly, the Standards require that the adjustment represent an insubstantial change of the boundary between the two parcels. Staff and the County Attorney's office have reviewed the proposed plat and have found the boundary line adjustment meets the standards of these sections.

All supporting documentation can be located on Public Access. The instructions are included in Exhibit B to this memo.

#### Exhibits

- A. Digital draft plat
- B. Public Access Instructions

REPLAT OF LOTS 38 AND 39, BLOCK 24  
CRESTED BUTTE SOUTH - FOURTH FILING  
BOUNDARY LINE ADJUSTMENT PLAT

LOCATED WITHIN  
NE1/4 AND SE1/4 SECTION 21, TOWNSHIP 14 SOUTH, RANGE 86 WEST  
OF THE 6TH PRINCIPAL MERIDIAN  
GUNNISON COUNTY, COLORADO

ATTORNEY'S OPINION

I, Elizabeth P. Appleton, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Michael R. Luna and Emily Luna and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

- Reservations, exceptions and rights of way, as reserved in the United States Patent recorded May 22, 1914 in Book 184 at Page 136.
- Easement and right of way for cattle driveway as reserved in Warranty Deed recorded October 1, 1936 with the Clerk and Recorder of Gunnison County, Colorado in Book 245 at Page 364.
- Easement for Right of Way dated September 28, 1976 and recorded May 12, 1977 with the Clerk and Recorder of Gunnison County, Colorado in Book 502 at Page 237.
- All matters as shown on the Plat of Crested Butte South - Fourth Filing, recorded November 9, 1972 as Reception No. 291415.
- Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404, Crested Butte South Property Owners' Association Board of Directors Concerning the Amendment of the Covenants and Restrictions of Crested Butte South recorded January 21, 1983 in Book 589 at Page 304, in Resolution recorded December 8, 1988 in Book 661 at Page 284, in Resolution recorded April 27, 1990 in Book 677 at Page 578, in Resolution recorded April 27, 1990 in Book 677 at Page 581, in Resolution recorded November 20, 1990 in Book 684 at Page 901, in Resolution recorded June 8, 1993 in Book 725 at Page 218, in Resolution recorded October 22, 1993 in Book 733 at Page 740, and in Resolution recorded December 15, 1994 in Book 757 at Page 223.
- Crested Butte South Property Owner's Association, Inc. Amending the Covenants and Restrictions of Crested Butte South Regarding Regulation of Modular or Factory Built Structures recorded May 1, 1996 in Book 782 at Page 202.
- Crested Butte South Property Owner's Association, Inc. Amending the Covenants and Restrictions of Crested Butte South Regarding Minimum Size of Multi-Family Structures recorded May 1, 1996 in Book 782 at Page 203.
- Crested Butte South Property Owner's Association, Inc. Amending the Covenants and Restrictions of Crested Butte South Regarding Residential Uses on Commercial Property recorded May 1, 1996 in Book 782 at Page 204.
- Crested Butte South Property Owner's Association, Inc. Amending the Covenants and Restrictions of Crested Butte South Regarding Resubdivision recorded May 1, 1996 in Book 782 at Page 205.
- Notice of Amendment of Covenants and Restrictions of Crested Butte South recorded November 22, 1996 as Reception No. 472225.
- Resolution of the Board of Directors Crested Butte South Property Owners' Association, Inc. Concerning the Provision of a Legal Survey as an Architectural Submittal Requirement recorded March 27, 1998 as Reception No. 482581.
- Resolution Concerning Setbacks for Driveways, Septic Tanks and Wells recorded April 30, 1998 as Reception No. 483378.
- Resolution Concerning Lot Appearance recorded October 19, 1998 as Reception No. 487930.
- Rules and Resolutions Regarding Dogs recorded November 8, 1998 as Reception No. 497644.
- Amending the Resolution Concerning Building Deposits recorded March 22, 2001 as Reception No. 509429.
- Resolution of the Board of Directors of Crested Butte South Property Owners Association, Inc. Rules and Regulations Regarding Outdoor Commercial Vendors recorded September 25, 2001 as Reception No. 514482.
- Resolution of the Board of Directors of Crested Butte South Property Owner's Association, Inc. Concerning the Provision of the Use of Metal Siding on the Exterior of Buildings in Crested Butte South recorded February 5, 2002, as Reception No. 517978.
- Resolution of the Board of Directors of Crested Butte South Property Owners Association, Inc. recorded June 23, 2003 as Reception No. 531851.
- Resolution of the Board of Directors of Crested Butte South Property Owners Association, Inc. recorded May 22, 2018 under Reception No. 653309.
- Board of County Commissioners of Gunnison County Resolution No. 03-46 recorded September 25, 2003 as Reception No. 535203.
- Amendment to Covenants and Restrictions Crested Butte South recorded February 23, 2004 as Reception No. 539220.
- Board of County Commissioners of Gunnison County Resolution No. 43 Series 2004 recorded July 20, 2004 as Reception No. 544256.
- Terms, conditions, and provisions contained in Board of County Commissioners County of Gunnison Resolution No. 2008-38 recorded September 03, 2008, under Reception No. 586264 and in Resolution No. 2017-5 amending Resolution No. 2008-38 recorded March 8, 2017 under Reception No. 645299.
- Terms, conditions, provisions and restrictions of Board of County Commissioners of Gunnison County Resolution No. 2017-6 recorded March 08, 2017 at Reception No. 645298.
- Terms, conditions and provisions of Certificate of Administrative Review recorded August 26, 2019 at Reception No. 661912.
- Construction Deed of Trust recorded August 20, 2019 at Reception No. 661798.
- Real property taxes for 2020, not yet due and owing.
- Board of County Commissioners of Gunnison County Resolution No. 14 Series 2020, A Resolution Regarding the Crested Butte South Special Area Regulations recorded April 7, 2020 at Reception No. 665995.

Dated this \_\_\_\_ day of December, 2020 A.D.

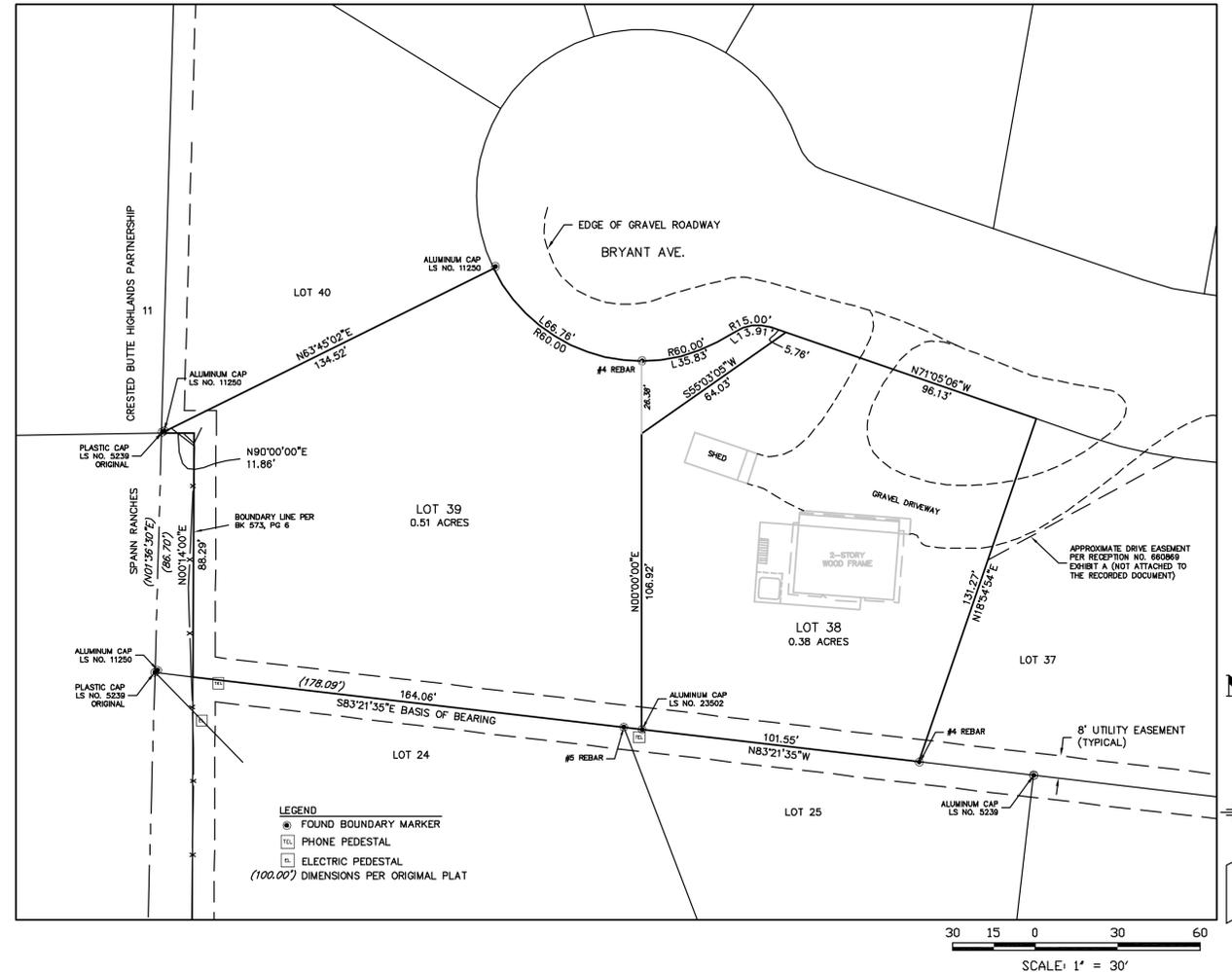
Elizabeth P. Appleton  
Atty Reg No 33304

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that the survey of this Replat was made by me and under my supervision and is accurate to the best of my knowledge.

Dated this 21st day of December, 2020.

Norman C. Whitehead, P.E., P.L.S.  
Colorado No. 27739



NOTES

- According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.
- Bearings and distances are as shown on the plat.
- BASIS OF BEARING: S83°21'35"E between the original SW Corner of Lot 39 (plastic cap LS No. 5239) and the SE Corner of Lot 38 (#4 rebar).
- Location based on shown monuments.
- Distances are in U.S. survey feet

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of the REPLAT OF LOTS 38 AND 39, BLOCK 24, CRESTED BUTTE SOUTH - FOURTH FILING BOUNDARY LINE ADJUSTMENT PLAT is approved this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

Chairperson, Gunnison County Board of Commissioners

Attest:

Gunnison County Clerk and Recorder

APPROVAL OF CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION, INC.

This Replat of Lots 38 and 38, Block 24, Crested Butte South - Fourth Filing, Boundary Line Adjustment is approved this \_\_\_\_ day of December, 2020.

Crested Butte South Property Owners' Association, Inc.

By: \_\_\_\_\_  
Dom Eymere, Association Manager

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Replat of Lots 38 and 39, Block 24, Crested Butte South - Fourth Filing, is accepted this \_\_\_\_ day of \_\_\_\_\_, 2020.  
Reception No. \_\_\_\_\_, Time \_\_\_\_\_.

County Clerk

BOUNDARY LINE ADJUSTMENT  
LOTS 38 AND 39, BLOCK 24  
CRESTED BUTTE SOUTH - FOURTH FILING  
GUNNISON COUNTY, COLORADO

Prepared By:  
NCW & Associates, Inc.

P.O. Box 3688  
(970) 349-6384  
Crested Butte  
Colorado 81224

PROJECT: 20107.00  
DATE: 12/21/20

DWG.: BND  
SHEET 1 OF 1

**GUNNISON COUNTY COMMUNITY & ECONOMIC DEVELOPMENT**  
**Permit Database Instructions**  
**970-641-0360**

---

- **Enter** – [permitdb.gunnisoncounty.org/citizenaccess](http://permitdb.gunnisoncounty.org/citizenaccess)
- **Click on**- Permits for Septic (OWTS & ISDS Permits)
- **Click on** – Permits for Building Permits
- **Click on** –Projects for Land Use Change Permits
- **Click into** –Application Number and fill in

**When Found**

- **Click on**- Attachments
- **Click on** -View

---

You may view any document that is in the Community & Economic Development database. If you are having problems with the database or need the application number, please call us @ 970-641-0360.

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

**Agenda Item:** Application for Federal Assistance, Small Communit

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Federal Aviation Administration and Gunnison County

**Term Begins:** 6/1/2022

**Term Ends:** 5/31/2025

**Grant Contract #:**

**Summary:**

Applying for matching federal funding through the Small Community Air Service Development Program (SCASDP) to develop commercial air service from DFW during the summer months beginning 2022 with American Airlines. Matching funds will be provided through RTA, TAPP, and an

**Fiscal Impact:**

**Submitted by:** Stephanie Williams

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/22/2021

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/21/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5 minutes

Agenda Date: 1/26/2021

**Application for Federal Assistance SF-424**

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): NA * Other (Specify) NA
---	--	---

*3. Date Received: NA	4. Applicant Identifier: GUC
--------------------------	---------------------------------

5a. Federal Entity Identifier: 80030	*5b. Federal Award Identifier:
---	--------------------------------

**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

*a. Legal Name: Gunnison Board of County Commissioners	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000770	*c. Organizational DUNS: 13-311-5220

**d. Address:**

*Street 1:	519 Rio Grande Ave
Street 2:	
*City:	Gunnison
County:	
*State:	CO
Province:	
*Country:	USA: United States
*Zip / Postal Code	81230

**e. Organizational Unit:**

Department Name:	Division Name:
------------------	----------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:	Mr.	*First Name:	Rick
Middle Name:			
*Last Name:	Lamport		
Suffix:			

Title: Airport Manager
------------------------

Organizational Affiliation:
-----------------------------

*Telephone Number: 970-642-7388	Fax Number:
---------------------------------	-------------

*Email: rlamport@gunnisoncounty.org
-------------------------------------

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

SCASDP

**\* 12. Funding Opportunity Number:**

\*

\* Title:

\*

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Gunnison County is seeking cooperative funding to expand American Airlines services from DFW to now include service during the summer months starting 2022.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

### Application for Federal Assistance SF-424

#### 16. Congressional Districts Of:

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

#### 17. Proposed Project:

\* a. Start Date:

\* b. End Date:

#### 18. Estimated Funding (\$):

* a. Federal	<input type="text" value="600,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="600,000.00"/>
* e. Other	<input type="text" value="625,000.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,825,000.00"/>

#### \* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

#### \* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

#### Authorized Representative:

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

**APPLICATION UNDER  
SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM  
DOCKET DOT-OST-2020-0231**

**SUMMARY INFORMATION<sup>1</sup>**

**All applicants must submit this Summary Information schedule, as the application coversheet, a completed standard form SF424 and the full application proposal on [www.grants.gov](http://www.grants.gov).**

**For your preparation convenience, this Summary Information schedule is located at <http://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>**

**A. PROVIDE THE LEGAL SPONSOR AND ITS DUN AND BRADSTREET (D&B) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER, INCLUDING +4, EMPLOYEE IDENTIFICATION NUMBER (EIN) OR TAX ID.**

**Legal Sponsor Name:**

---

**Name of Signatory Party for Legal Sponsor:**

---

**DUNS Number:**

---

**EIN/Tax ID:**

---

**B. LIST THE NAME OF THE COMMUNITY OR CONSORTIUM OF COMMUNITIES APPLYING:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**C. PROVIDE THE FULL AIRPORT NAME AND 3-LETTER IATA AIRPORT CODE FOR THE APPLICANT(S) AIRPORT(S) (ONLY PROVIDE CODES FOR THE AIRPORT(S) THAT ARE ACTUALLY SEEKING SERVICE).**

- |    |    |
|----|----|
| 1. | 2. |
| 3. | 4. |
- 

---

<sup>1</sup> Note that the Summary Information does not count against the 20-page limit of the SCASDP application.

IS THE AIRPORT SEEKING SERVICE NOT LARGER THAN A SMALL HUB AIRPORT UNDER FAA HUB CLASSIFICATION EFFECTIVE ON THE DATE OF SERVICE OF THE ATTACHED ORDER?

Yes No

DOES THE AIRPORT SEEKING SERVICE HOLD AN AIRPORT OPERATING CERTIFICATE ISSUED BY THE FEDERAL AVIATION ADMINISTRATION UNDER 14 CFR PART 139? (IF "NO", PLEASE EXPLAIN WHETHER THE AIRPORT INTENDS TO APPLY FOR A CERTIFICATE OR WHETHER AN APPLICATION UNDER PART 139 IS PENDING.)

Yes No

D. SHOW THE DRIVING DISTANCE FROM THE APPLICANT COMMUNITY TO THE NEAREST:

1. Large hub airport: \_\_\_\_\_

2. Medium hub airport: \_\_\_\_\_

3. Small hub airport: \_\_\_\_\_

4. Airport with jet service: \_\_\_\_\_

Note: Provide the airport name and distance, in miles, for each category.

E. LIST THE 2-DIGIT CONGRESSIONAL DISTRICT CODE APPLICABLE TO THE SPONSORING ORGANIZATION, AND IF A CONSORTIUM, TO EACH PARTICIPATING COMMUNITY.

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

F. APPLICANT INFORMATION: (CHECK ALL THAT APPLY)

Not a Consortium       Interstate Consortium       Intrastate Consortium

Community (or Consortium member) previously received a Small Community Air Service Development Program Grant

NOTE: A community that currently receives subsidized Essential Air Service funding, receives assistance under the Alternate Essential Air Service Pilot Program, or is a participant in, and has received a grant under, the Community Flexibility Pilot Program, is not eligible for SCASDP grant funds. See Section C.1. ("Essential Air Service Communities")

If previous recipient: Provide year of grant(s): \_\_\_\_\_; and, the text of the grant agreement section(s) setting forth the scope of the grant project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**G. PUBLIC/PRIVATE PARTNERSHIPS: (LIST ORGANIZATION NAMES)**

<b>PUBLIC</b>	<b>PRIVATE</b>
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

**H. PROJECT PROPOSAL:**

**1a. GRANT GOALS: (CHECK ALL THAT APPLY)**

- Launch New Carrier**
- Secure Additional Service**
- Upgrade Aircraft**
- First Service**
- New Route**
- Service Restoration**
- Regional Service**
- Surface Transportation**
- Professional Services<sup>2</sup>**
- Other** (explain below)

**1b. GRANT GOALS: (SYNOPSIS)**

CONCISELY DESCRIBE THE SCOPE OF THE PROPOSED GRANT PROJECT (FOR EXAMPLE, "REVENUE GUARANTEE TO RECRUIT, INITIATE AND SUPPORT NEW DAILY SERVICE BETWEEN \_\_\_ AND \_\_\_. OR "MARKETING PROGRAM TO SUPPORT EXISTING SERVICE BETWEEN \_\_\_ AND \_\_\_ BY \_\_\_ AIRLINES."

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<sup>2</sup> "Professional Services" involve a community contracting with a firm to produce a product such as a marketing plan, study, air carrier proposal, etc.

1c. GRANT HISTORY

DOES THIS APPLICATION SEEK TO REPEAT A PAST GRANT PROJECT OF THE COMMUNITY OR CONSORTIUM (FOR EXAMPLE, A SPECIFIC DESTINATION AIRPORT)?

Yes                      No

IF THE ANSWER TO THE ABOVE QUESTION IS "YES":

A: WHAT YEAR WAS THE FORMER GRANT AGREEMENT SIGNED? \_\_\_\_\_

B: HAVE 10 YEARS PASSED SINCE THE PREVIOUS GRANT AGREEMENT WAS SIGNED?

Yes                      No

IF THE ANSWER TO 'B' ABOVE IS 'NO,' THE APPLICANT SHOULD APPLY FOR A FORMAL WAIVER OF THE TEN-YEAR SAME PROJECT LIMITATION (SEE SECTION C.1. "SAME PROJECT LIMITATION"). THE REQUEST FOR WAIVER SHOULD INCLUDE A) A STATEMENT THAT THE COMMUNITY OR CONSORTIUM IS REQUESTING A WAIVER OF THE LIMITATION IN ACCORDANCE WITH THE PROVISIONS OF 49 U.S.C. § 41743(C) (4)(C); AND B) INFORMATION AND EVIDENCE TO SUPPORT A FINDING THAT THE APPLICANT SPENT LITTLE OR NO MONEY ON ITS PREVIOUS PROJECT OR ENCOUNTERED INDUSTRY OR ENVIRONMENTAL CHALLENGES, DUE TO CIRCUMSTANCES THAT WERE REASONABLY BEYOND THE CONTROL OF THE COMMUNITY OR CONSORTIUM. IF YOU HAVE ANY QUESTIONS ABOUT YOUR COMMUNITY'S PAST GRANTS, PLEASE CONTACT THE DEPARTMENT.

**2. FINANCIAL TOOLS TO BE USED: (CHECK ALL THAT APPLY)**

- Marketing (including Advertising):** promotion of the air service to the public
  - Start-up Cost Offset:** offsetting expenses to assist an air service provider in setting up a new station and starting new service (for example, ticket counter reconfiguration)
  - Revenue Guarantee:** an agreement with an air service provider setting forth a minimum guaranteed profit margin, a portion of which is eligible for reimbursement by the community
  - Recruitment of U.S. Air Carrier:** air service development activities to recruit new air service, including expenses for airport marketers to meet with air service providers to make the case for new air service
  - Fee Waivers:** waiver of airport fees, such as landing fees, to encourage new air service; counted as in-kind contributions only
  - Ground Handling Fee:** reimbursement of expenses for passenger, cabin, and ramp (below wing) services provided by third party ground handlers
  - Travel Bank:** travel pledges, or deposited monetary funds, from participating parties for the purchase of air travel on a U.S. air carrier, with defined procedures for the subsequent use of the pledges or the deposited funds; counted as in-kind contributions only
  - Other** (explain below)
- 
- 

**I. EXISTING LANDING AIDS AT LOCAL AIRPORT:**

- Full ILS                       Outer/Middle Marker     Published Instrument Approach
- Localizer                     Other (specify)

**J. PROJECT COST: DO NOT ENTER TEXT IN SHADED AREA**

REMINDER: LOCAL CASH CONTRIBUTIONS MAY NOT BE PROVIDED BY AN AIR CARRIER (SEE "TYPES OF CONTRIBUTIONS" FOR REFERENCE).

LINE	DESCRIPTION	SUB TOTAL	TOTAL AMOUNT
1	Federal amount requested		
2	State <u>cash</u> financial contribution		
	<i>Local cash financial contribution</i>		
	<b>3a</b>   Airport <u>cash</u> funds		
	<b>3b</b>   Non-airport <u>cash</u> funds		
3	Total local <u>cash</u> funds ( <b>3a</b> + <b>3b</b> )		
4	TOTAL CASH FUNDING ( <b>1+2+3</b> )		
	<i>In-Kind contribution</i>		
	<b>5a</b>   Airport <u>In-Kind</u> contribution**		
	<b>5b</b>   Other <u>In-Kind</u> contribution**		
5	TOTAL IN-KIND CONTRIBUTION ( <b>5a</b> + <b>5b</b> )		
6	TOTAL PROJECT COST ( <b>4+5</b> )		

**K. IN-KIND CONTRIBUTIONS\*\***

For funds in lines 5a (Airport In-Kind contribution) and 5b (Other In-Kind contribution), please describe the source(s) of fund(s) and the value (\$) of each.

**L. IS THIS APPLICATION SUBJECT TO REVIEW BY AN AFFECTED STATE UNDER EXECUTIVE ORDER 12372 PROCESS?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on (date) \_\_\_\_\_.
- b. Program is subject to E.O. 12372, but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**M. IS THE LEAD APPLICANT OR ANY CO-APPLICANTS DELINQUENT ON ANY FEDERAL DEBT?**

**(IF "YES", PROVIDE EXPLANATION)**

No                     Yes (explain)

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## APPLICATION CHECKLIST

INCLUDED?	ITEM
<i>For Immediate Action</i>	
	Determine Eligibility
	New Grants.gov users must register with <a href="http://www.grants.gov">www.grants.gov</a> . Existing Grants.gov users <i>must verify existing <a href="http://www.grants.gov">www.grants.gov</a> account has not expired and the Authorized Organization Representative (AOR) is current.</i>
<i>For Submission by 4:00 PM EDT on January 26, 2021</i>	
	Communities with active SCASDP grants: notify DOT/X50 of intent to terminate existing grant in order to be eligible for selection.
	Complete Application for Federal Domestic Assistance (SF424) via <a href="http://www.grants.gov">www.grants.gov</a>
	Summary Information schedule complete and used as cover sheet (see <b>Appendix B</b> )
	<b>Application of up to 20 one-sided pages (excluding any letters from the community or an air carrier showing support for the application), to include:</b>
	<ul style="list-style-type: none"> <li>• A description of the community's air service needs or deficiencies.</li> </ul>
	<ul style="list-style-type: none"> <li>• The driving distance, in miles, to the nearest large, medium, and small hub airports, and airport with jet service.</li> </ul>
	<ul style="list-style-type: none"> <li>• A strategic plan for meeting those needs under the Small Community Program, including a concise synopsis of the scope of the proposed grant project.</li> </ul>
	<ul style="list-style-type: none"> <li>• For service to or from a specific city or market, such as New York, Chicago, Los Angeles, or Washington, D.C., for example), a list of the airports that the applicant considers part of the market.</li> </ul>
	<ul style="list-style-type: none"> <li>• A detailed description of the funding necessary for implementation of the community's project.</li> </ul>
	<ul style="list-style-type: none"> <li>• An explanation of how the proposed project differs from any previous projects for which the community received SCASDP funds (if applicable).</li> </ul>
	<ul style="list-style-type: none"> <li>• Designation of a legal sponsor responsible for administering the program.</li> </ul>
	<ul style="list-style-type: none"> <li>• A request for a waiver of the ten year same project limitation (if applicable) See Appendix B</li> </ul>
	<ul style="list-style-type: none"> <li>• A motion for confidential treatment (if applicable) – see Appendix D below.</li> </ul>

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

---

**Agenda Item:** Contract to Buy and Sell Real Estate; 711 N. Color

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached contract,

**Fiscal Impact:** \$160,000

**Submitted by:** Katherine Haase for Matthew Birnie

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/22/2021

---

**County Attorney Review:**

Required

Not Required

Comments:

I see no legal issues per se, but please see my A/C comments. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/22/2021

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/22/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/26/2021

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS1-5-19) (Mandatory 7-19)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

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

### AGREEMENT

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** \_\_\_\_\_ (Buyer) will take title to the Property described below as  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

**2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

**2.3. Seller.** \_\_\_\_\_ (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado:

known as No. \_\_\_\_\_,  
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including \_\_\_\_\_ remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**):  **None**  **Solar Panels**  **Water Softeners**  **Security Systems**  **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

**2.5.3. Personal Property – Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except \_\_\_\_\_. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.4. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price:

If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

54 **2.5.5. Parking and Storage Facilities.** The use or ownership of the following parking facilities:  
 55 \_\_\_\_\_; and the use or ownership of the following storage facilities: \_\_\_\_\_.

56 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

57 **2.6. Exclusions.** The following items are excluded (Exclusions):

58  
59  
60

61 **2.7. ~~Water Rights/Well Rights.~~**

62  **2.7.1. ~~Deeded Water Rights.~~** The following legally described water rights:

63  
64  
65

66 Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

67  **2.7.2. ~~Other Rights Relating to Water.~~** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and  
 68 2.7.4, will be transferred to Buyer at Closing:

69  
70  
71

72  **2.7.3. ~~Well Rights.~~** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
 73 the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes,  
 74 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
 75 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
 76 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
 77 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
 78 \_\_\_\_\_.

79  **2.7.4. ~~Water Stock Certificates.~~** The water stock certificates to be transferred at Closing are as follows:

80  
81  
82  
83  
84  
85

83 **2.7.5. ~~Conveyance.~~** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
 84 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable  
 85 legal instrument at Closing.

86 **3. DATES, DEADLINES AND APPLICABILITY.**

87 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		<b>Title</b>	
2	§ 8.1, § 8.4	Record Title Deadline	
3	§ 8.2, § 8.4	Record Title Objection Deadline	
4	§ 8.3	Off-Record Title Deadline	
5	§ 8.3	Off-Record Title Objection Deadline	
6	§ 8.5	Title Resolution Deadline	
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
11	§ 10.10	Lead-Based Paint Disclosure Deadline	
		<b>Loan and Credit</b>	
12	§ 5.1	New Loan Application Deadline	
13	§ 5.2	New Loan Termination Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	

16	§ 5.4	Existing Loan Deadline	
17	§ 5.4	Existing Loan Termination Deadline	
18	§ 5.4	Loan Transfer Approval Deadline	
19	§ 4.7	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	Appraisal Objection Deadline	
22	§ 6.2	Appraisal Resolution Deadline	
		<b>Survey</b>	
23	§ 9.1	New ILC or New Survey Deadline	
24	§ 9.3	New ILC or New Survey Objection Deadline	
25	§ 9.3	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
26	§ 10.3	Inspection Objection Deadline	
27	§ 10.3	Inspection Termination Deadline	
28	§ 10.3	Inspection Resolution Deadline	
29	§ 10.5	Property Insurance Termination Deadline	
30	§ 10.6	Due Diligence Documents Delivery Deadline	
31	§ 10.6	Due Diligence Documents Objection Deadline	
32	§ 10.6	Due Diligence Documents Resolution Deadline	
33	§ 10.7	Conditional Sale Deadline	
34	§ 10.10	Lead-Based Paint Termination Deadline	
		<b>Closing and Possession</b>	
35	§ 12.3	Closing Date	
36	§ 17	Possession Date	
37	§ 17	Possession Time	
38	§ 28	<b>Acceptance Deadline Date</b>	
39	§ 28	<b>Acceptance Deadline Time</b>	

88 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3 (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA** insured  
89 or **VA** guaranteed loans.

90 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline  
91 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline  
92 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains  
93 a selection of “None”, such provision means that “None” applies.

94 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

95 **4. PURCHASE PRICE AND TERMS.**

96 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$
10		<b>TOTAL</b>	\$	\$

97 ~~**4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
98 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender  
99 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller~~

100 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
101 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
102 elsewhere in this Contract.

103 ~~4.3. Earnest Money.~~ The Earnest Money set forth in this Section, in the form of a \_\_\_\_\_, will be  
104 payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
105 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree  
106 to an ~~Alternative Earnest Money Deadline~~ for its payment. The parties authorize delivery of the Earnest Money deposit to the  
107 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to  
108 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
109 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
110 Money Holder in this transaction will be transferred to such fund.

111 ~~4.3.1. Alternative Earnest Money Deadline.~~ The deadline for delivering the Earnest Money, if other than at the  
112 time of tender of this Contract, is as set forth as the ~~Alternative Earnest Money Deadline~~.

113 ~~4.3.2. Return of Earnest Money.~~ If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the  
114 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in  
115 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller  
116 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),  
117 within three days of Seller's receipt of such form.

118 ~~4.4. Form of Funds; Time of Payment; Available Funds.~~

119 ~~4.4.1. Good Funds.~~ All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
120 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
121 check, savings and loan teller's check and cashier's check (Good Funds).

122 ~~4.4.2. Time of Payment; Available Funds.~~ All funds, including the Purchase Price to be paid by Buyer, must be  
123 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing  
124 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  
125  **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing  
126 in § 4.1.

127 ~~4.5. New Loan.~~

128 ~~4.5.1. Buyer to Pay Loan Costs.~~ Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,  
129 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

130 ~~4.5.2. Buyer May Select Financing.~~ Buyer may pay in cash or select financing appropriate and acceptable to  
131 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional  
132 Provisions).

133 ~~4.5.3. Loan Limitations.~~ Buyer may purchase the Property using any of the following types of loans:  
134  **Conventional**  **FHA**  **VA**  **Bond**  **Other** \_\_\_\_\_.

135 ~~4.5.4. Loan Estimate – Monthly Payment and Loan Costs.~~ Buyer is advised to review the terms, conditions and  
136 costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a  
137 Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of  
138 Buyer's monthly mortgage payment.

139 ~~4.6. Assumption.~~ Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
140 set forth in § 4.1 (Price and Terms), presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
141 presently at the rate of \_\_\_\_\_ % per annum and also including escrow for the following as indicated:  **Real Estate Taxes**   
142 **Property Insurance Premium**  **Mortgage Insurance Premium** and  \_\_\_\_\_.

143 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate will  
144 not exceed \_\_\_\_\_ % per annum and the new payment will not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and  
145 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which  
146 causes the amount of cash required from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, or if any other terms or  
147 provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

148 Seller  **Will**  **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release  
149 from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at **Closing** of an appropriate  
150 letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_ in an amount  
151 not to exceed \$ \_\_\_\_\_.

152 ~~4.7. Seller or Private Financing.~~

153 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers  
154 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed  
155 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,  
156 including whether or not a party is exempt from the law.

157 ~~4.7.1. Seller Financing.~~ If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  Buyer  
158  Seller will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before Seller or  
159 Private Financing Deadline.

160 ~~4.7.1.1. Seller May Terminate.~~ If Seller is to provide Seller financing, this Contract is conditional upon  
161 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost  
162 and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if  
163 such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

164 ~~4.7.2. Buyer May Terminate.~~ If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
165 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
166 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller  
167 or Private Financing Deadline, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

168 

TRANSACTION PROVISIONS
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169 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

170 ~~5.1. New Loan Application.~~ If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
171 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
172 by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.

173 ~~5.2. New Loan Review.~~ If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional  
174 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its  
175 availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right  
176 to Terminate under § 25.1, on or before New Loan Termination Deadline, if the New Loan is not satisfactory to Buyer, in Buyer's  
177 sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised  
178 Value (defined below) or the Lender Requirements (defined below). ~~IF SELLER IS NOT IN DEFAULT AND DOES NOT~~  
179 ~~TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE~~  
180 ~~NONREFUNDABLE~~, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

181 ~~5.3. Credit Information.~~ If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
182 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
183 discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information  
184 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
185 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
186 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at  
187 Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If  
188 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
189 Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline.

190 ~~5.4. Existing Loan Review.~~ If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
191 documents (including note, deed of trust and any modifications) to Buyer by Existing Loan Deadline. For the sole benefit of Buyer,  
192 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
193 Terminate under § 25.1, on or before Existing Loan Termination Deadline, based on any unsatisfactory provision of such loan  
194 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
195 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
196 approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right  
197 to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
198 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

199 **6. APPRAISAL PROVISIONS.**

200 ~~6.1. Appraisal Definition.~~ An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
201 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
202 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
203 valued at the Appraised Value.

204 ~~6.2. Appraisal Condition.~~ The applicable appraisal provision set forth below applies to the respective loan type set forth  
205 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

206 ~~6.2.1. Conventional/Other.~~ Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
207 Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal  
208 Objection Deadline:

209 ~~6.2.1.1. Notice to Terminate.~~ Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
210 or

211 ~~6.2.1.2. Appraisal Objection.~~ Deliver to Seller a written objection accompanied by either a copy of the  
212 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

213 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
214 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
215 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
216 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

217 ~~**6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)~~  
218 ~~shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest~~  
219 ~~Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a~~  
220 ~~written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,~~  
221 ~~setting forth the appraised value of the Property of not less than \$\_\_\_\_\_.~~ The purchaser (Buyer) shall have the privilege  
222 and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The  
223 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will  
224 insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that  
225 the price and condition of the Property are acceptable.

226 ~~**6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)~~  
227 ~~shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property~~  
228 ~~described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department~~  
229 ~~of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of~~  
230 ~~this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.~~

231 ~~**6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,~~  
232 ~~including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond~~  
233 ~~those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's~~  
234 ~~receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy~~  
235 ~~the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is~~  
236 ~~waived in writing by Buyer.~~

237 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  **Buyer**  
238  **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
239 agent or all three.

240 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and  
241 subject to the declaration (Association).

242 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**  
243 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**  
244 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**  
245 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**  
246 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**  
247 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**  
248 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**  
249 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**  
250 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**  
251 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**  
252 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**  
253 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**  
254 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**  
255 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**  
256 **ASSOCIATION.**

257 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),  
258 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association  
259 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
260 of the Association Documents, regardless of who provides such documents.

261 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

262 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
263 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
264 C.R.S.;

265 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
266 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
267 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
268 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

269 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
270 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must

271 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
272 (Association Insurance Documents);

273 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as  
274 disclosed in the Association's last Annual Disclosure;

275 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget  
276 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
277 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
278 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the  
279 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
280 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
281 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
282 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and  
283 7.3.5, collectively, Financial Documents);

284 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
285 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
286 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2  
287 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
288 elements or limited common elements of the Association property.

289 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
290 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any  
291 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
292 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to  
293 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
294 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
295 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
296 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
297 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

## 298 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

### 299 **8.1. Evidence of Record Title.**

300  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
301 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish  
302 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,  
303 or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued  
304 and delivered to Buyer as soon as practicable at or after Closing.

305  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
306 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to  
307 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
308 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

309 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's  
310 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard  
311 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,  
312 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid  
313 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be  
314 paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.  
315 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
316 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
317 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
318 § 8.5 (Right to Object to Title, Resolution).

319 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
320 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
321 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
322 Documents).

323 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
324 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
325 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
326 party or parties obligated to pay for the owner's title insurance policy.

327 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
328 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

329 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
330 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
331 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
332 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
333 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
334 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
335 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
336 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
337 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
338 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to  
339 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence  
340 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline  
341 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents  
342 as satisfactory.

343 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
344 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
345 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of  
346 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section  
347 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to  
348 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line  
349 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether  
350 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's  
351 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter  
352 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer  
353 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant  
354 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,  
355 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified  
356 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which  
357 Buyer has actual knowledge.

358 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
359 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**  
360 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**  
361 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**  
362 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
363 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
364 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
365 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**  
366 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
367 **RECORDER, OR THE COUNTY ASSESSOR.**

368 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)  
369 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such  
370 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**  
371 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the  
372 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's  
373 inclusion in a special taxing district as unsatisfactory to Buyer.

374 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters  
375 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer  
376 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

377 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
378 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
379 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
380 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
381 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
382 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4  
383 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days  
384 after Buyer's receipt of the applicable documents; or

385 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before  
386 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

387 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve  
388 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right  
389 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the  
390 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.  
391 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this  
392 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

393 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
394 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
395 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
396 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
397 laws and governmental regulations concerning land use, development and environmental matters.

398 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
399 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
400 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
401 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
402 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**  
403 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**  
404 **GAS OR WATER.**

405 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**  
406 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
407 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
408 **RECORDER.**

409 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**  
410 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**  
411 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**  
412 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

413 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
414 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
415 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**  
416 **AND GAS CONSERVATION COMMISSION.**

417 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or  
418 not covered by the owner's title insurance policy.

419 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are  
420 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

421 **9. NEW ILC, NEW SURVEY.**

422 **9.1. New ILC or New Survey.** If the box is checked, a: 1)  **New Improvement Location Certificate (New ILC)**; or,  
423 2)  **New Survey** in the form of \_\_\_\_\_; is required and the following will apply:

424 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New Survey. The  
425 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
426 after the date of this Contract.

427 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before  
428 Closing, by:  **Seller**  **Buyer** or:

429  
430  
431 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of  
432 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before **New**  
433 **ILC or New Survey Deadline.**

434 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to  
435 all those who are to receive the New ILC or New Survey.

436 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
437 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**  
438 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
439 Seller incurring any cost for the same.

440 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If the  
441 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer  
442 may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

443 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

444 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
445 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

446 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or  
447 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
448 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New**  
449 **Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before  
450 such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

451

<b>DISCLOSURE, INSPECTION AND DUE DILIGENCE</b>
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452 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
453 **WATER.**

454 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer  
455 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
456 to Seller's actual knowledge and current as of the date of this Contract.

457 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer  
458 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
459 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely  
460 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing  
461 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
462 Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

463 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
464 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical  
465 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,  
466 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property  
467 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any  
468 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the  
469 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,  
470 Buyer may:

471 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
472 description of any unsatisfactory condition that Buyer requires Seller to correct; or

473 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,  
474 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**  
475 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

476 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
477 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
478 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
479 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

480 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
481 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
482 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
483 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
484 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
485 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
486 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and  
487 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed  
488 pursuant to an Inspection Resolution.

489 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
490 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
491 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

492 **10.6. Due Diligence.**

493 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following  
494 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**  
495 **Delivery Deadline**:

496  **10.6.1.1.** All current leases, including any amendments or other occupancy agreements, pertaining to the  
497 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

498  
499

500  10.6.1.2. Other documents and information:

501  
502

503 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence  
504 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,  
505 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

506 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
507 or

508 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
509 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

510 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
511 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
512 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
513 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
514 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

515 ~~**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
516 owned by Buyer and commonly known as \_\_\_\_\_, Buyer has the Right to Terminate  
517 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property  
518 is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to  
519 Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.~~

520 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not**  
521 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
522 the Property.  There is **No Well**. Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.

523 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
524 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
525 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

526 **10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**

527 **10.10. Lead-Based Paint.**

528 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings  
529 constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate  
530 licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint**  
531 **Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely  
532 receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 25.1 by Seller's receipt of  
533 Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

534 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the  
535 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 25.1 by Seller's  
536 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. If Buyer's  
537 Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be  
538 received by Seller on or before Closing. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection  
539 of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to  
540 Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer  
541 waives any Right to Terminate under this provision.

542 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a  
543 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties  
544 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within  
545 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

546 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,  
547 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was  
548 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further  
549 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever  
550 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of Buyer's written  
551 Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property  
552 has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State  
553 Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of  
554 the test.

555 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

**CLOSING PROVISIONS**

557 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

558 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
559 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
560 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
561 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
562 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
563 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

564 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
565 this Contract.

566 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
567 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by  
568 \_\_\_\_\_.

569 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
570 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

571 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
572 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

573  special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's  
574 deed  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good  
575 and sufficient special warranty deed to Buyer, at Closing.

576 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
577 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

578 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens  
579 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed  
580 as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by  
581 Seller from the proceeds of this transaction or from any other source.

582 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

583 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
584 to be paid at Closing, except as otherwise provided herein.

585 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  **Buyer**  **Seller**  
586  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

587 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly  
588 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter  
589 must be paid by  **None**  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**. Any Record Change Fee must  
590 be paid by  **None**  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**.

591 **15.4. Local Transfer Tax.**  **The Local Transfer Tax** of \_\_\_\_\_% of the Purchase Price must be paid at Closing by  
592  **None**  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**.

593 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
594 as community association fees, developer fees and foundation fees, must be paid at Closing by  **None**  **Buyer**  **Seller**  
595  **One-Half by Buyer and One-Half by Seller**. ~~The Private Transfer fee, whether one or more, is for the following association(s):~~  
596 ~~\_\_\_\_\_ in the total amount of \_\_\_\_\_% of the Purchase Price or \$\_\_\_\_\_.~~

597 ~~**15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed~~  
598 ~~\$\_\_\_\_\_ for:~~

599  ~~Water Stock/Certificates~~  ~~Water District~~  
600  ~~Augmentation Membership~~  ~~Small Domestic Water Company~~  \_\_\_\_\_  
601 and must be paid at Closing by  **None**  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**.

602 ~~**15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by~~   
603 ~~**None**  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**.~~

604 **15.8. FIRPTA and Colorado Withholding.**

605 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
606 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
607 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign  
608 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign

609 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
610 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
611 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
612 if an exemption exists.

613 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
614 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
615 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
616 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
617 tax advisor to determine if withholding applies or if an exemption exists.

618 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing Date**, except as  
619 otherwise provided:

620 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the  
621 year of Closing, based on  **Taxes for the Calendar Year Immediately Preceding Closing**  **Most Recent Mill Levy and Most**  
622 **Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran  
623 exemption or  **Other** \_\_\_\_\_.

624 ~~**16.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued**. At Closing, Seller will transfer or credit to Buyer  
625 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer  
626 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's  
627 obligations under such Leases.~~

628 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
629 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance  
630 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer  
631 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
632 assessment assessed prior to **Closing Date** by the Association will be the obligation of  **Buyer**  **Seller**. Except however, any  
633 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether  
634 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments  
635 against the Property except the current regular assessments and \_\_\_\_\_. Association Assessments are  
636 subject to change as provided in the Governing Documents.

637 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

638 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

639 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the  
640 Leases as set forth in § 10.6.1.1.

641 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
642 to Buyer for payment of \$\_\_\_\_\_ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and  
643 **Possession Time** until possession is delivered.

644 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then  
645 Buyer  **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

646  If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

647 

<b>GENERAL PROVISIONS</b>
---------------------------

648 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

649 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time  
650 (Standard or Daylight Savings, as applicable).

651 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the  
652 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or  
653 federal or Colorado state holiday (Holiday), such deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday,  
654 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

655 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
656 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
657 condition existing as of the date of this Contract, ordinary wear and tear excepted.

658 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
659 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
660 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
661 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or

662 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to  
663 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
664 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
665 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
666 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
667 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
668 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
669 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
670 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

671 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
672 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
673 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
674 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
675 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
676 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
677 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the  
678 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
679 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
680 Closing.

681 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
682 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
683 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's  
684 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
685 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
686 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

687 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
688 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

689 **19.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be  
690 purchased and may cover the repair or replacement of such Inclusions.

691 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
692 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title  
693 and consultation with legal and tax or other counsel before signing this Contract.

694 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
695 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
696 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
697 has the following remedies:

698 **21.1. If Buyer is in Default:**

699  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
700 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the  
701 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to  
702 treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

703 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may  
704 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that  
705 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and  
706 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for  
707 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and  
708 additional damages.

709 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
710 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat  
711 this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

712 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
713 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
714 reasonable costs and expenses, including attorney fees, legal fees and expenses.

715 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
716 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

717 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
718 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
719 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
720 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
721 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a  
722 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
723 Section will not alter any date in this Contract, unless otherwise agreed.

724 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
725 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
726 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
727 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
728 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
729 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
730 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
731 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
732 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time  
733 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
734 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

735 **25. TERMINATION.**

736 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
737 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
738 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
739 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
740 and waives the Right to Terminate under such provision.

741 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned  
742 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

743 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
744 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
745 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
746 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
747 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
748 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

749 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

750 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in  
751 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices  
752 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be  
753 received by the party, not Broker or Brokerage Firm).

754 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or  
755 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
756 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)  
757 at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

758 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
759 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
760 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

761 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
762 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
763 located in Colorado.

764 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
765 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before  
766 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and

767 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
768 copies taken together are deemed to be a full and complete contract between the parties.

769 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited  
770 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**  
771 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**  
772 **Diligence, and Source of Water.**

773 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
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774 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
775 Commission.)

776  
777  
778  
779  
780  
781

782 **31. OTHER DOCUMENTS.**

783 **31.1.** The following documents **are a part** of this Contract:

784 **31.1.1.** Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the  
785 Post-Closing Occupancy Agreement is a part of this Contract.

786  
787  
788

789 **31.2.** The following documents have been provided but are **not** a part of this Contract:

790  
791  
792

793 

<b>SIGNATURES</b>
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794

Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date Buyer's Signature Date

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

795 **[NOTE: If this offer is being countered or rejected, do not sign this document.**

Seller's Name: \_\_\_\_\_ Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date Seller's Signature Date

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

796  
797

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  ~~Does~~  ~~Does Not~~ acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a  ~~Buyer's Agent~~  ~~Transaction-Broker~~ in this transaction.  This is a ~~Change of Status~~.

~~Customer~~. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  ~~Listing Brokerage Firm~~  ~~Buyer~~  ~~Other~~ \_\_\_\_\_.

Brokerage Firm's Name: \_\_\_\_\_

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  ~~Does~~  ~~Does Not~~ acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a  ~~Seller's Agent~~  ~~Transaction-Broker~~ in this transaction.  This is a ~~Change of Status~~.

~~Customer~~. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  ~~Seller~~  ~~Buyer~~  ~~Other~~ \_\_\_\_\_.

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

798

**Exhibit A**

Unit 4, Elk Crest Condominiums, according to the Plat thereof recorded June 16, 2006 as reception No. 566088 and re-recorded June 19, 2006 as reception No. 566110 and the declaration of Elk Crest Condominiums pertaining thereto recorded June 16, 2006 as reception No. 566089,

County of Gunnison,

State of Colorado.

## **Exhibit B**

1. In the event of any conflict between this Exhibit B and any other provision of the Contract, this Exhibit B shall supersede and control.
2. Gunnison County Abstract Company shall be the escrow agent and title company.
3. If the initial Closing Date is not available with Gunnison County Abstract, the Buyer and Seller agree to extend the Closing Date to a date on or before March 15, 2021.
4. Buyer shall have the right to forgo an appraisal, an ILC, any inspection, or any other due diligence at Buyer's sole election.
5. There are no brokers representing Seller or Buyer. No commissions shall be due to any individual at the Closing.
6. Prior to Closing, Seller shall have the Property professionally cleaned. Subsequent to such cleaning and before Closing, Buyer may inspect the Property and shall have the right to terminate this Contract if the physical condition of the Property is not satisfactory to Buyer in Buyer's sole, subjective discretion.
7. Buyer shall have the right to terminate the Contract for any reason or no reason on or before February 19, 2021.
8. At Closing, Buyer and Seller shall enter into the Lease Agreement attached to this Contract as Exhibit C.

## Exhibit C

BEGINS ON THE FOLLOWING PAGE

# Residential Lease Agreement

This Lease dated this 1<sup>st</sup> day of March, 2021

BETWEEN: The Board of County Commissioners of Gunnison County, Colorado, by and through Gunnison Valley Health (The Landlord) and Ryan Paul Allen, (the Tenant) (each individually a Party, and collectively the Parties)

In consideration of the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

## Leased Property

1. The Landlord agrees to rent to the Tenant the condo, municipally described as Elk Crest Condo, Unit 4, Gunnison Colorado (the Property), for use as residential premises only.
2. No Guests of the Tenants may occupy the property for longer than one week without prior written consent of the Landlord.
3. No animals shall be kept in or about the property without the revocable written permission of the Landlord. Approved pets are as follows: \_\_\_\_\_.  
A \$200 non-refundable pet deposit will be required. The Tenant must make sure the pet is not disruptive or destructive.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on the property. All vehicles must be in good working condition.
5. The Tenant and members of the Tenant's household will not smoke anywhere on the property whether inside or outside, nor permit any guests to smoke on the property.
6. This property is subject to inspection by the Landlord with 24 hours' notice for non-emergency, or by the inspection schedule attached. Pets must be safely secured for inspection days.
7. The onsite mailbox assigned to this unit is Mailbox Number \_\_\_\_\_. If Tenant chooses to use this mailbox they are responsible for returning the key upon vacating the premises and notifying the Post Office of their forwarding address. There will be a replacement cost of \$75 for lost keys deducted from the security deposit.

## Term

8. The term of this Lease commences at 12:00 noon on March 1st, 2021 and ends at 12:00 noon, February 28th, 2023. Either party may terminate the Lease with 60 days written notice.
9. If after the expiration of the term of this Lease, the Tenant will remain in possession of the property without an express written agreement as to such holding over, then such

holding over will be deemed a month to month tenancy with an increased rent of \$1,100 per month. All other terms of the Lease will still apply to such month to month tenancy.

#### Rent

10. Subject to the provisions of this Lease, the rent for the property is \$1,000.00 per month (the Rent) due on the 1<sup>st</sup> of the month.
11. The following utilities will be provided by the Landlord: snow removal, trash removal, lawn care
12. The following Utilities will be in Landlord's name, but will be charged to the Tenant on a monthly basis. Utilities are listed as follows: \_\_\_\_\_  
In Tenant's Name: Gas and Electric and Water
13. A security deposit of one month's rent will be held by the Landlord, as well as the \$200 non-refundable pet deposit, if applicable. Interest will not accrue on this security deposit and it will be returned within 30 days of Tenant vacating the property in good condition and with rent paid up to date. Security deposit will not be used for last month's rent. Security deposit will be given before March 1<sup>st</sup>, 2021.
14. The Tenant will pay the rent on or before the 5<sup>th</sup> day of each and every month of the term of this Lease to the Landlord at: A/P and Payroll Office, Gunnison Valley Hospital, 711 North Taylor Street, Gunnison Colorado 81230, by check. Any late payment or returned check may compromise the continuation of the Lease agreement.

#### Tenant Improvements

15. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. Applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the property;
  - c. Removing or adding walls, or performing any structural alterations;
  - d. Installing a waterbed;
  - e. Changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - f. Placing or allowing to be placed anywhere inside or outside the property any placard, notice or sign for advertising or any other purpose; or
  - g. Affixing to or erecting upon or near the property any radio or TV antenna or tower.

#### Insurance

16. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. It is highly advised that the Tenant seek out a Renter's insurance policy to cover their contents for any such loss.

#### Attorney Fees

17. In the event that any action is filed in retaliation to this Lease, the unsuccessful party in the action will pay the successful Party, in addition to all the sums that either Party may be called upon to pay, a reasonable sum for the successful Party's attorney fees. All litigation will be carried out in the Gunnison County Court System.

#### Governing Laws

18. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Colorado.

#### Severability

19. If there is a conflict between any provision of this Lease and any applicable legislation of the State of Colorado (the "Act"), the Act will prevail, and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
20. The invalidity or unenforceability of any provisions in this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

#### Amendment of Lease

21. This Lease may only be amended or modified by a written document executed by the Parties.

#### Assignment and Subletting

22. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

#### Damage to Property

23. If the Property should be damaged other than by the Tenant's negligence or willful act of that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving 30 days written notice.

#### Care and Use of Property

24. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
25. The Tenant will not engage in any illegal trade or activity on our about the Property. This includes the use of marijuana, as this use is still illegal at the Federal level, and Gunnison Valley Health complies with all Federal, State, and Local laws.
26. The Parties will comply with the standards of health, sanitation, fire, housing, and safety as required by law.

27. The Parties will use reasonable efforts to maintain the Property in such condition as to prevent the accumulation of moisture and growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or if any visible evidence of mold is discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
28. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will notify Landlord in writing in advance so that the Landlord may inspect the property.
29. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

#### Rules and Regulations

30. The Tenant will obey all rules and regulations of the Landlord, and any applicable homeowner's association rules and regulations, regarding the Property.

#### Address for Notice

31. For any matter relating to this Tenancy, the Tenant may be contacted at the Property or through their phone number below:
  - a. Name: Ryan Paul Allen
  - b. Phone: 719-588-0971
  - c. Address: 711 N. Colorado St., Unit 4, Gunnison CO, 81230.

The contact information for the Landlord is:

Wade Baker, VP Professional Services  
Gunnison Valley Hospital  
711 North Taylor Street  
Gunnison CO 81230  
[wbaker@gvh-colorado.org](mailto:wbaker@gvh-colorado.org)  
970-642-4807

#### General Provisions

28. All monetary amounts stated or referred to in this Lease are based on the United States dollar.
29. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches, or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

30. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
31. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed additional rent and will be recovered by the Landlord as rental arrears.
32. When there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
33. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

#### Renewal

34. Tenant shall also have the right to extend this Lease for twelve additional months, provided however, that (a) in order to exercise this right, Tenant must provide written notice to Landlord no more than 90 and no less than 60 days in advance of February 28<sup>th</sup>, 2023 that Tenant intends to exercise the right to extend this Lease; (b) in response to such notice, Landlord shall, within 30 days of receiving such notice, provide written notice to Tenant of the monthly rental rate for the new twelve-month term of this Lease, which rate shall be set in the sole, subjective discretion of Landlord; and (c) within 15 days of Tenant's receipt of the new monthly rental rate from Landlord, Tenant shall provide written notice to Landlord of Tenant's acceptance of the new monthly rental rate. In the event Tenant does not provide written notice of Tenant's intent to exercise the right to extend this Lease as provided in this paragraph, or Tenant does not provide written acceptance of the new monthly rental rate determined by Landlord as provide in this paragraph, this Lease will terminate on February 28<sup>th</sup>, 2023. Before vacating the Premises, Tenant shall have the Premises professionally cleaned. If, after the expiration of this Lease, the Tenant shall remain in possession of the leased Premises and continue to pay rent without written agreement as to such tenancy, then the Tenant shall be regarded as a tenant from month to month at the monthly rental as above set forth.

35. Other Documents Included:

Employee Housing Rules and Regulations  
Employee Housing Policy  
Inspection Schedule for 2020

IN WITNESS WHEREOF Landlord and Tenant have duly affixed their signatures on this 1<sup>st</sup> day of March, 2021.

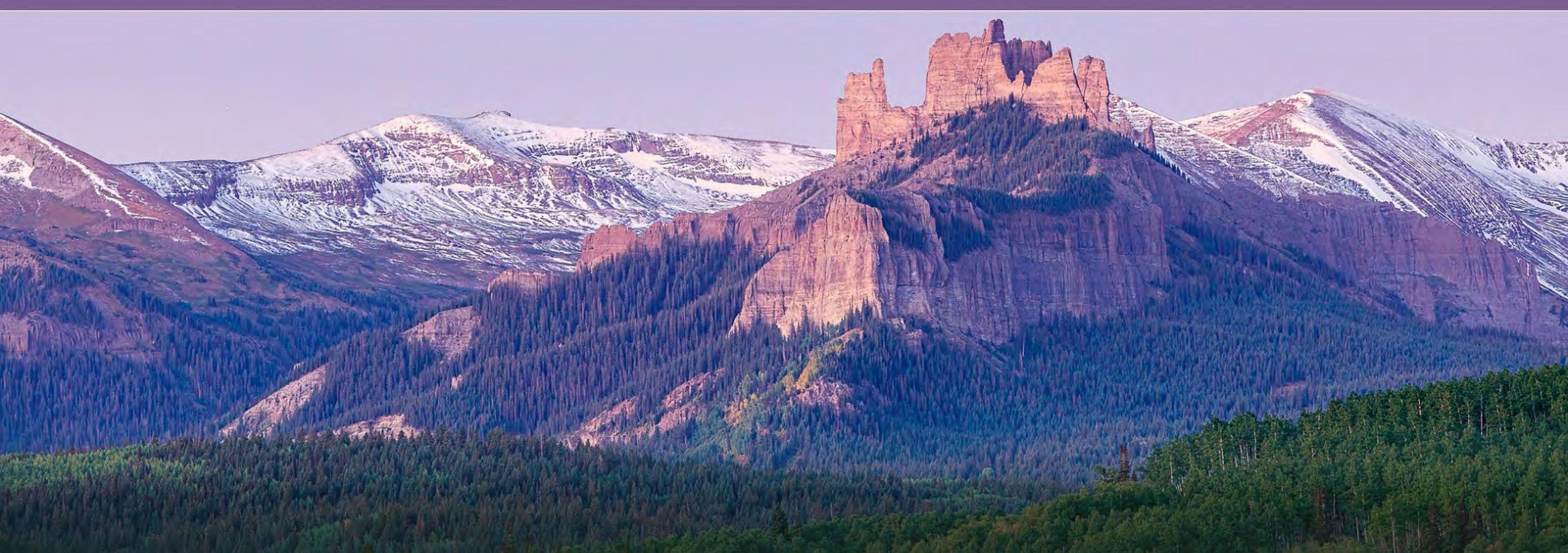
*[The signatures of the parties appear on the following page]*

Landlord: The Board of County Commissioners of Gunnison County, Colorado,  
by and through Gunnison Valley Health

By: \_\_\_\_\_  
Wade Baker, Vice President – Administrative Services,  
Gunnison Valley Health

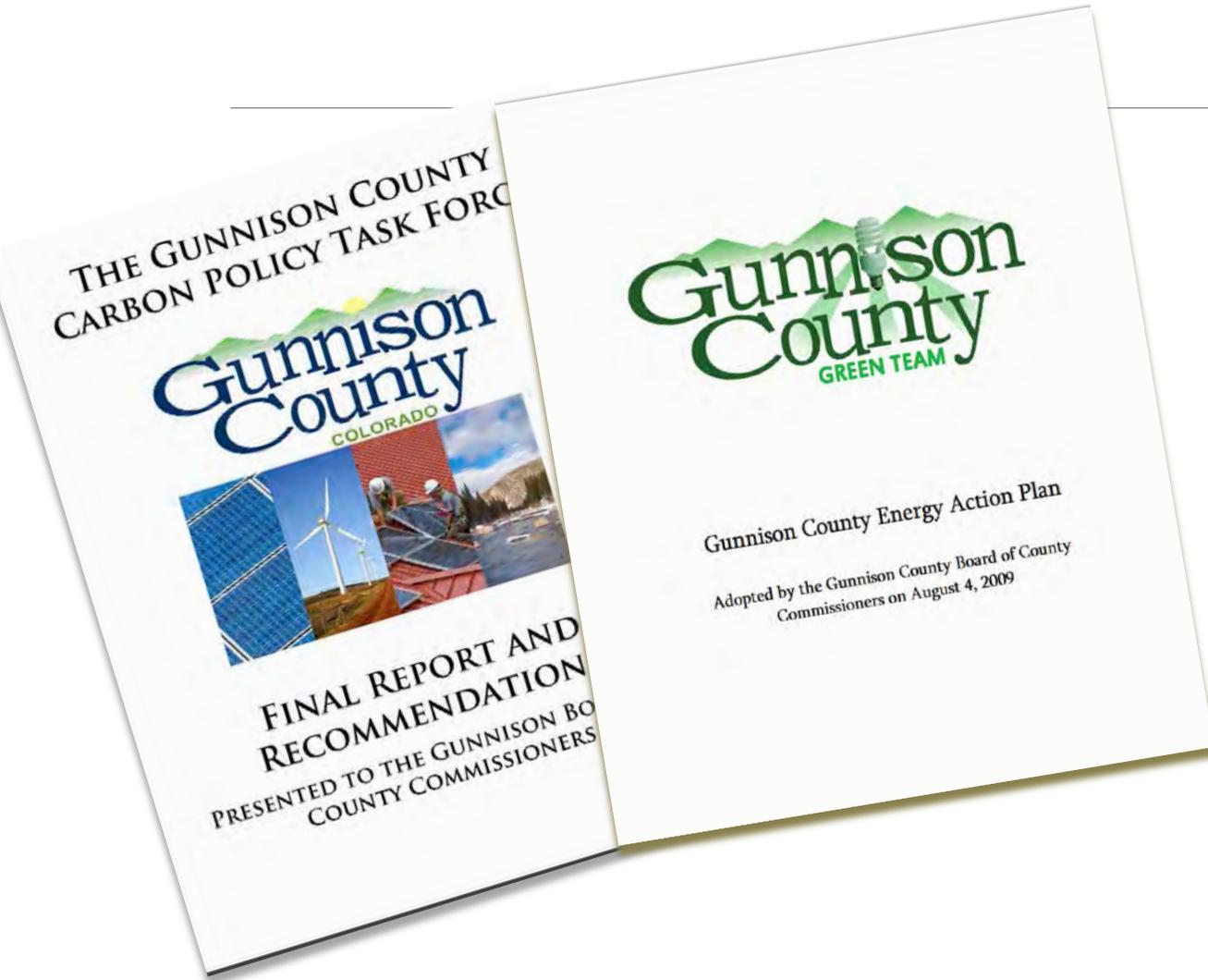
Tenant:

\_\_\_\_\_  
Ryan Paul Allen



# Gunnison County Climate Change Mitigation Plan

# Past Efforts



# Progress on goals from the 2009 Energy Action Plan

- CPACE
- GVHEAT
- Energy Code Adoption
- Support and Growth of RTA
- Leading by example in building energy efficiency
- Deployment of alternative fuel vehicles

# Climate Science Basics and History



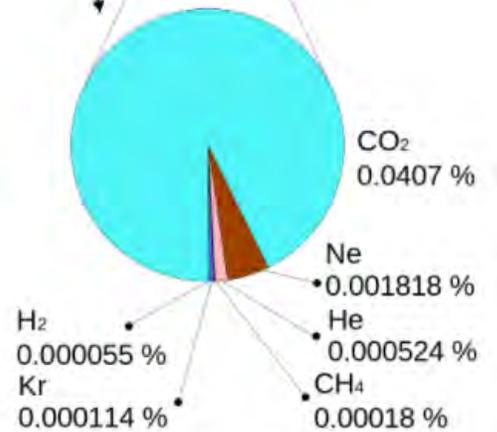
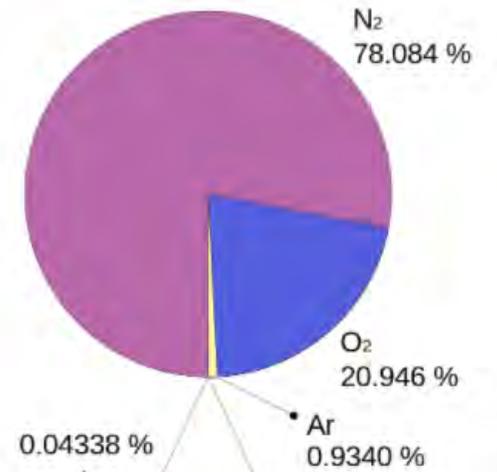
1824 Joseph Fourier

Proved through experimentation that CO<sub>2</sub> in the atmosphere is the main gas responsible for atmospheric warming. Also predicted that more CO<sub>2</sub> would lead to more warming



1859 John Tyndall

Developed calculations predicting level of warming; double of CO<sub>2</sub> would increase temps 5-6 Celsius.



Composition of Earth's atmosphere by volume. Lower pie represents trace gases that together compose about 0.038% of the atmosphere (0.041197% at March 2019 concentration).

<https://climate.nasa.gov/news/2915/the-atmosphere-getting-a-handle-on-carbon-dioxide/>

Basic physics predict earth should be 60 degrees cooler than it is, hypothesized the atmosphere retained heat at the surface.

1856 Eunice Newton Foote



Confirmed and expanded on Fourier and Foote's work. He also connected human activities and increases in heat trapping gasses.

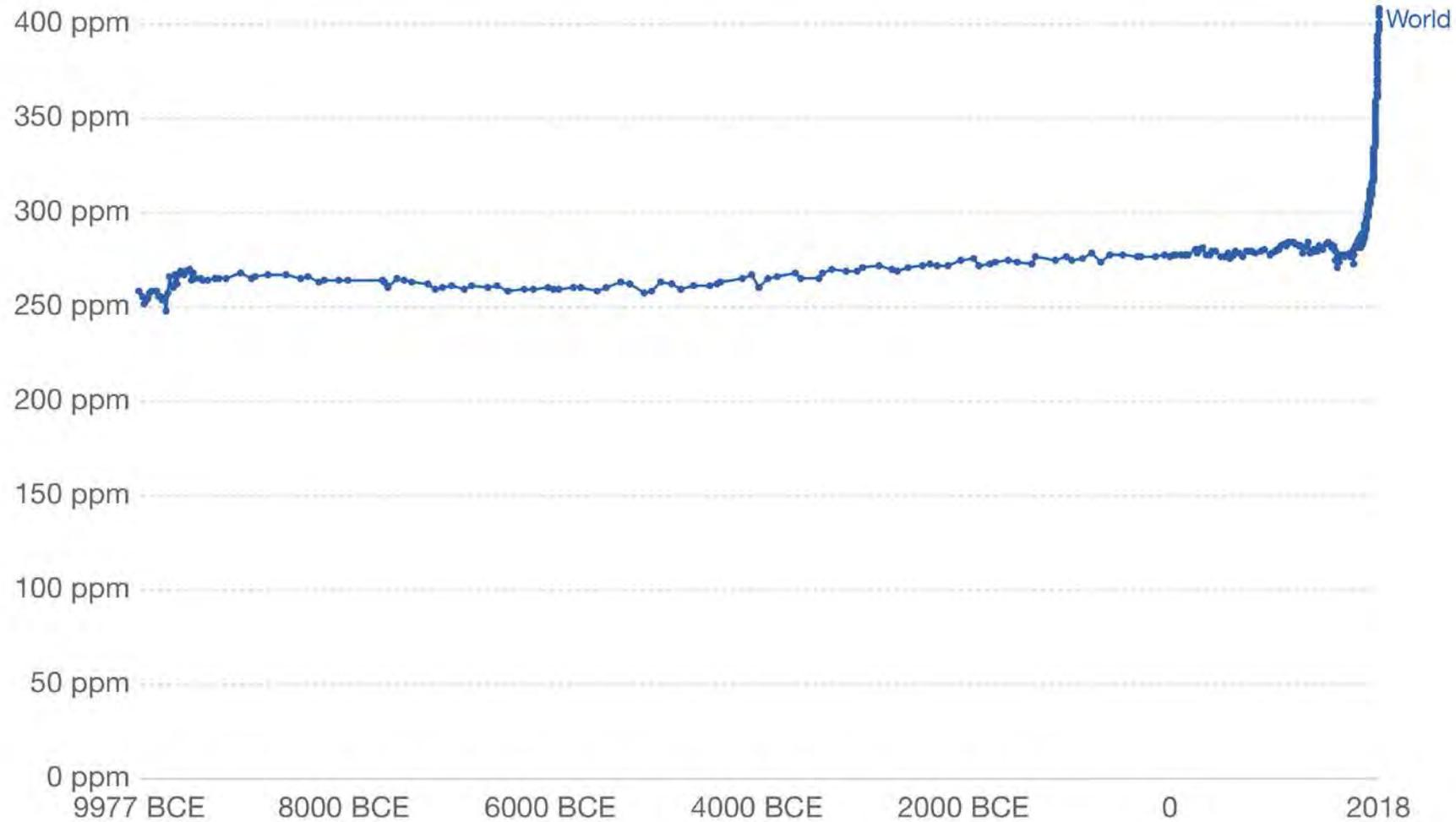
1896 Svante Arrhenius



<https://blog.ucsusa.org/katharine-hayhoe/climate-science-its-a-lot-older-than-you-think>

# Atmospheric CO<sub>2</sub> concentration

Global average long-term atmospheric concentration of carbon dioxide (CO<sub>2</sub>), measured in parts per million (ppm). Long-term trends in CO<sub>2</sub> concentrations can be measured at high-resolution using preserved air samples from ice cores.



Source: EPICA Dome C CO<sub>2</sub> record (2015) & NOAA (2018)

[OurWorldInData.org/co2-and-other-greenhouse-gas-emissions](https://OurWorldInData.org/co2-and-other-greenhouse-gas-emissions) • CC BY

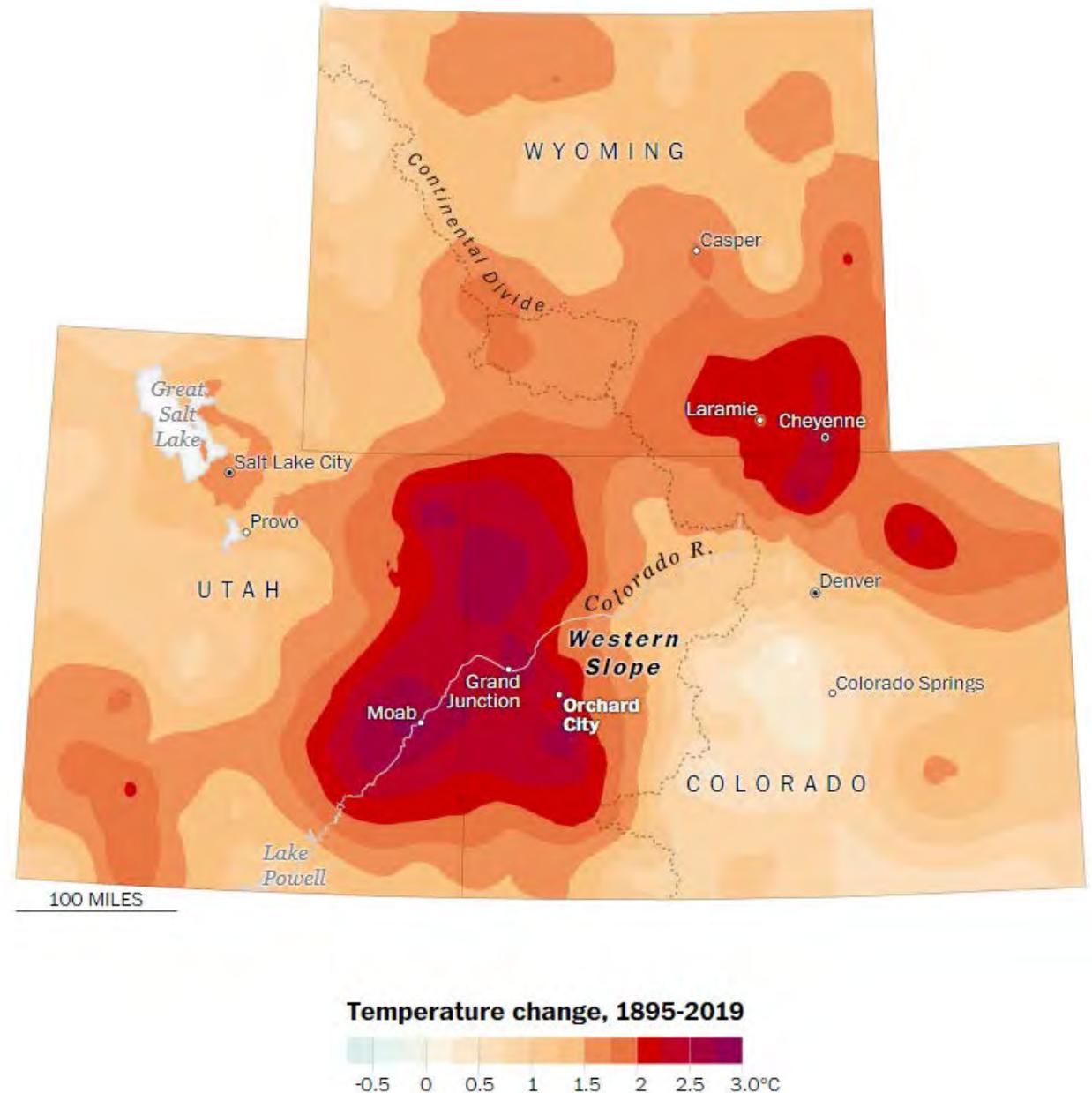
# Climate Change is **Happening** and is **Measurable**

Parts of the Western Slope are already seeing average temperatures rise more than 2.5 Celsius

The commitments at the Paris accords would limit warming to +3 C.

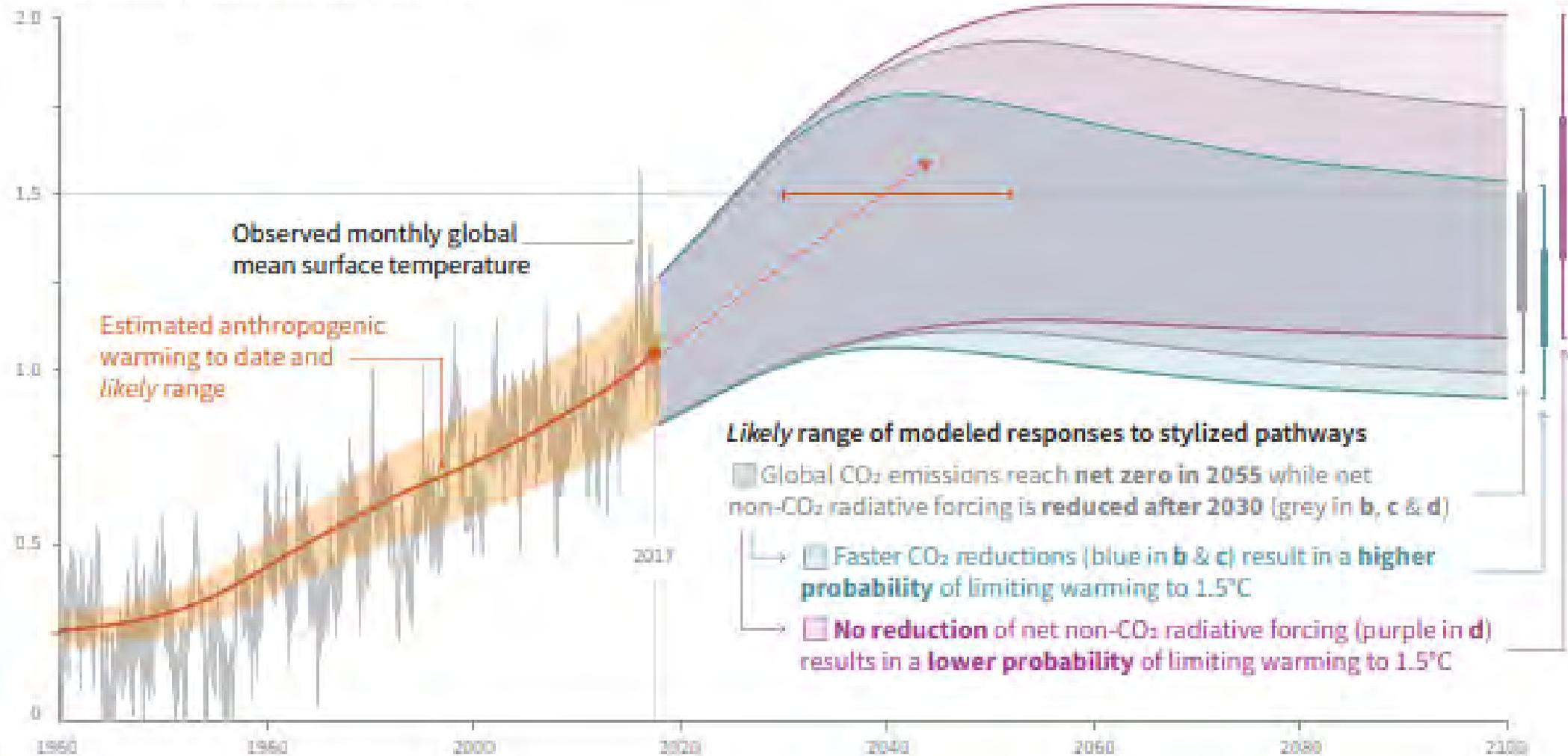
Scientists say we need more aggressive goals to limit warming to +1.5 C to avoid the worst impacts

Source: Washington Post, Aug. 7, 2020  
<https://www.washingtonpost.com/graphics/2020/national/climate-environment/climate-change-colorado-utah-hot-spot/>

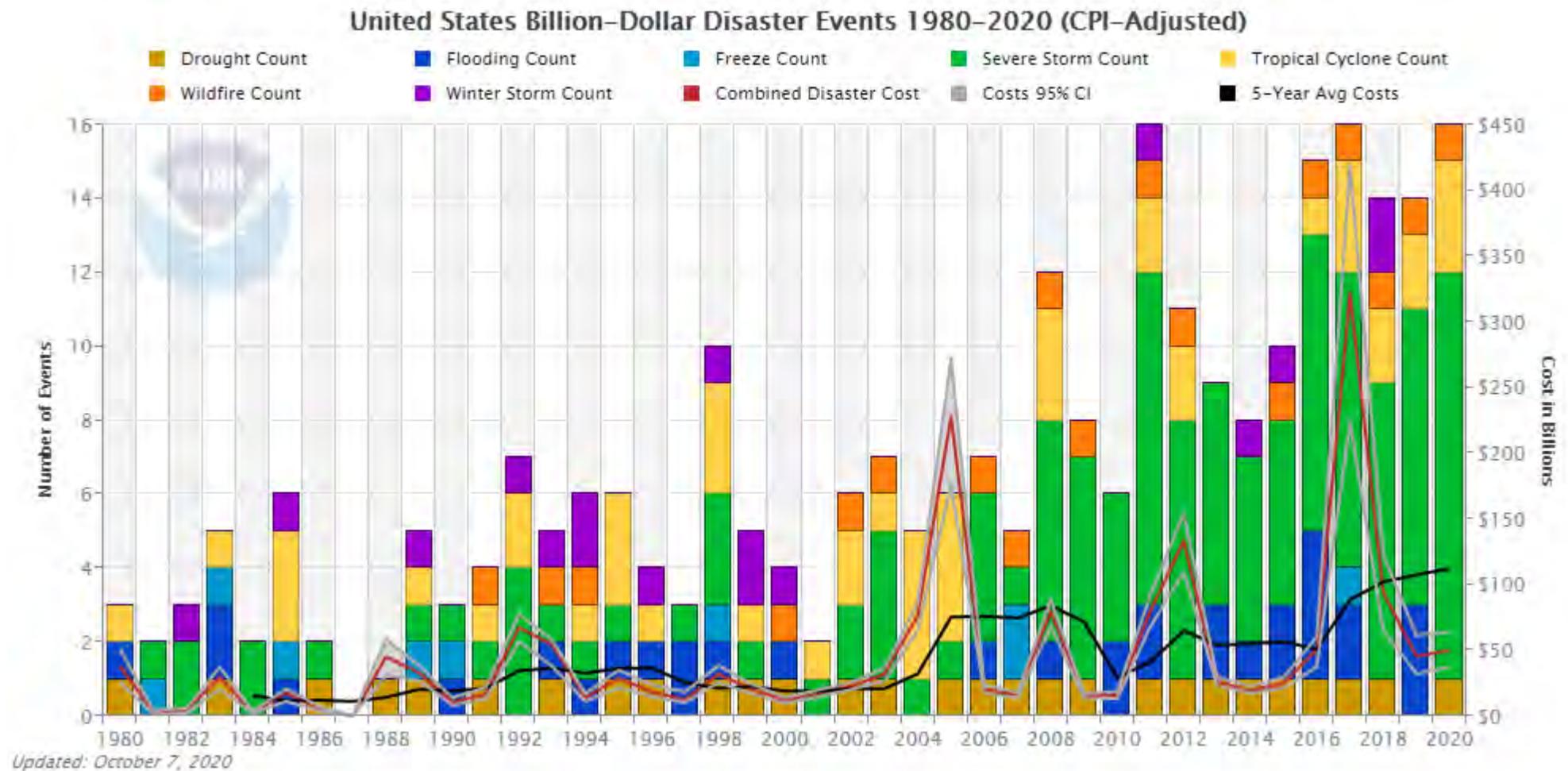


## a) Observed global temperature change and modeled responses to stylized anthropogenic emission and forcing pathways

Global warming relative to 1850-1900 (°C)



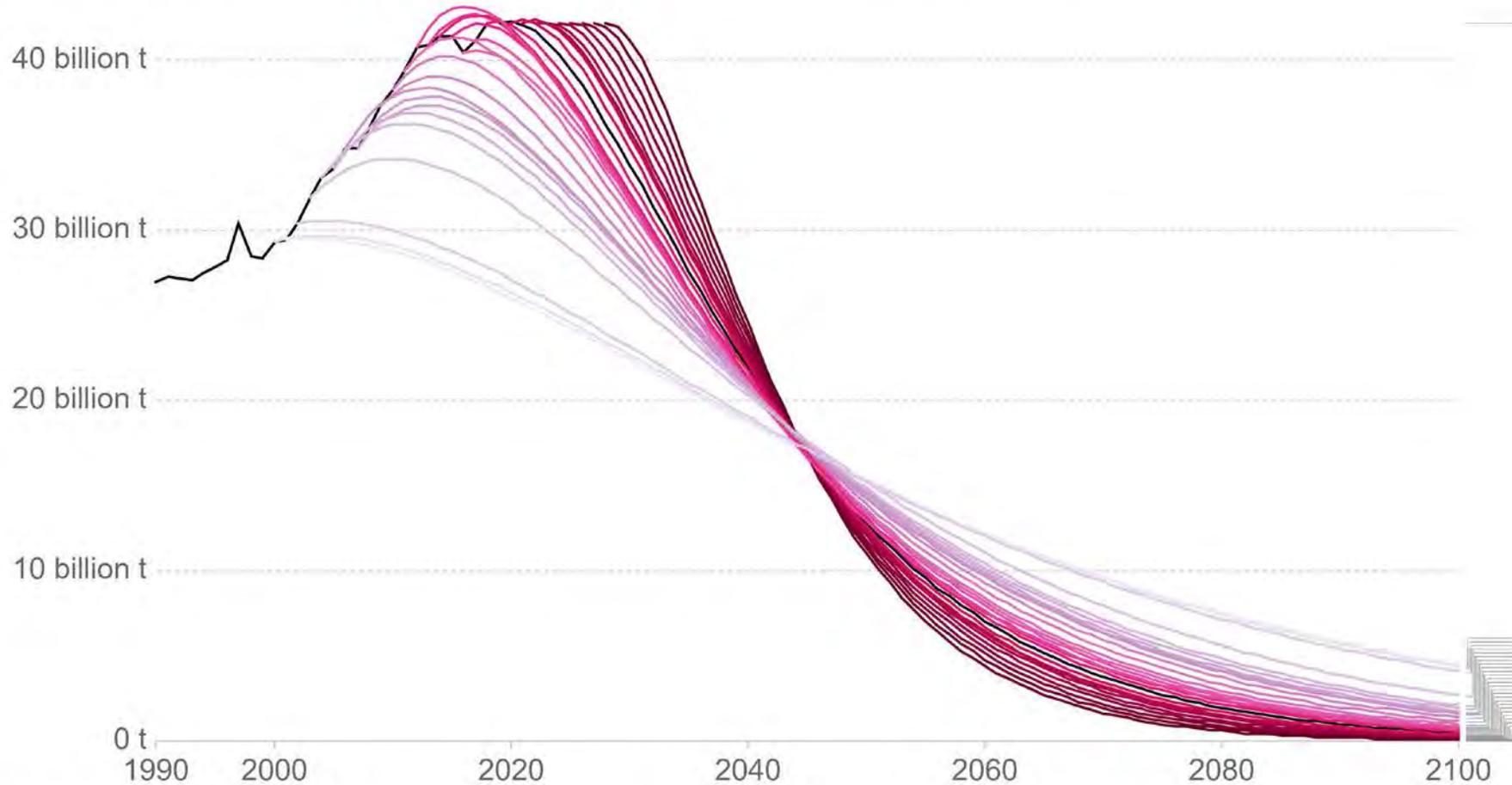
# Costs of Climate Change Unsustainable



<https://www.ncdc.noaa.gov/billions/time-series/US>

# CO<sub>2</sub> reductions needed to keep global temperature rise below 2°C

Annual emissions of carbon dioxide under various mitigation scenarios to keep global average temperature rise below 2°C. Scenarios are based on the CO<sub>2</sub> reductions necessary if mitigation had started – with global emissions peaking and quickly reducing – in the given year.



Source: Robbie Andrews (2019); based on Global Carbon Project & IPCC SR15

Note: Carbon budgets are based on a >66% chance of staying below 2°C from the IPCC's SR15 Report.

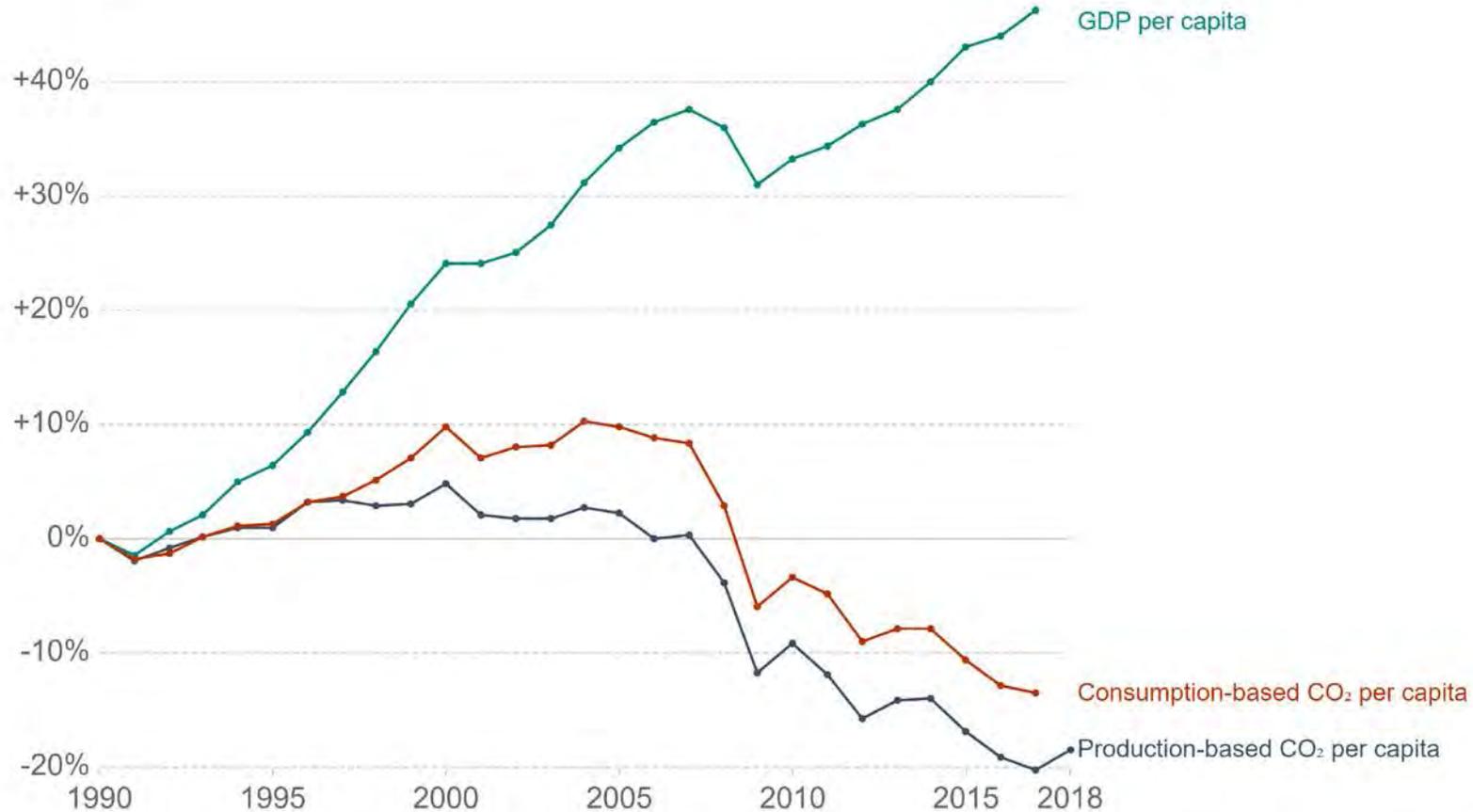
OurWorldInData.org/co2-and-other-greenhouse-gas-emissions • CC BY

# Economy and Emissions have Decoupled

## Change in per capita CO<sub>2</sub> emissions and GDP, United States



Annual consumption-based emissions are domestic emissions adjusted for trade. If a country imports goods the CO<sub>2</sub> emissions needed to produce such goods are added to its domestic emissions; if it exports goods then this is subtracted.

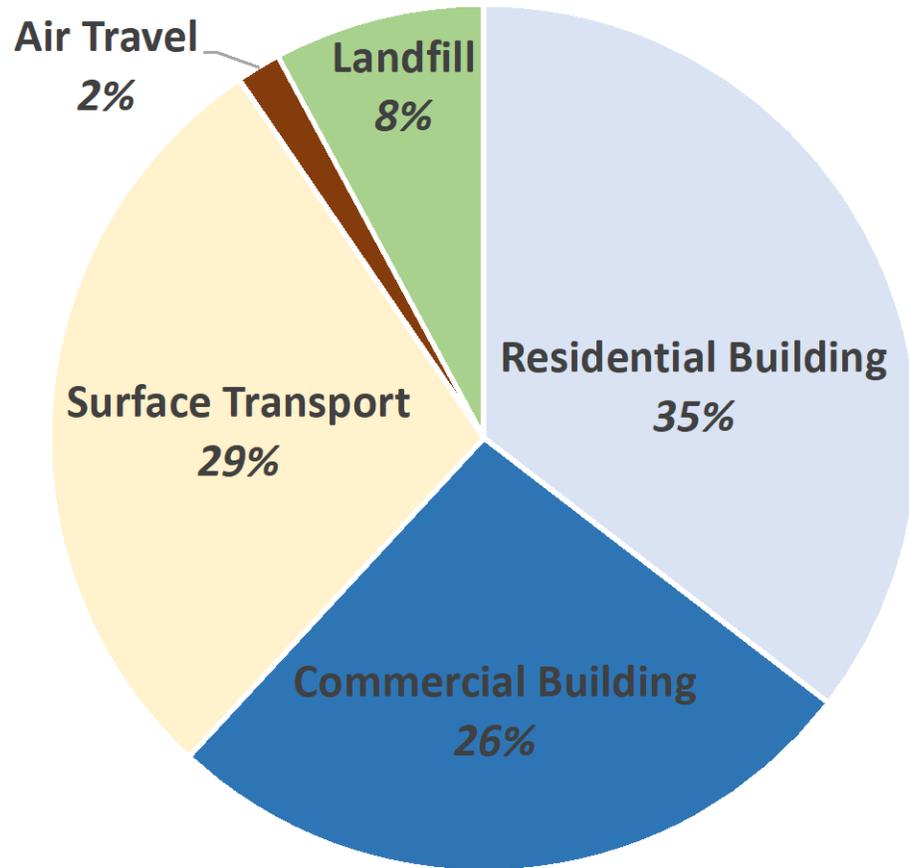


Source: Global Carbon Project; World Bank

[OurWorldInData.org/co2-and-other-greenhouse-gas-emissions](https://OurWorldInData.org/co2-and-other-greenhouse-gas-emissions) • CC BY

Note: GDP is measured in constant 2011 international-\$ which adjust for inflation and cross-country price differences.

## Gunnison County 2015 In-Boundary GHG Emissions: **273,165 mt CO<sub>2</sub>e**



Buildings = 61%    Transport = 31%    Landfill = 8%

To meet IPCC 1.5c goals  
Gunnison County must  
reduce its emissions to  
**45% by 2030**  
and to  
**Net-zero by 2050**

2018, IPCC SR15, "Summary for Policymakers"

[https://www.ipcc.ch/site/assets/uploads/sites/2/2019/06/SR15\\_Summary\\_Volume\\_Low\\_Res.pdf](https://www.ipcc.ch/site/assets/uploads/sites/2/2019/06/SR15_Summary_Volume_Low_Res.pdf)

# Emissions Forecast

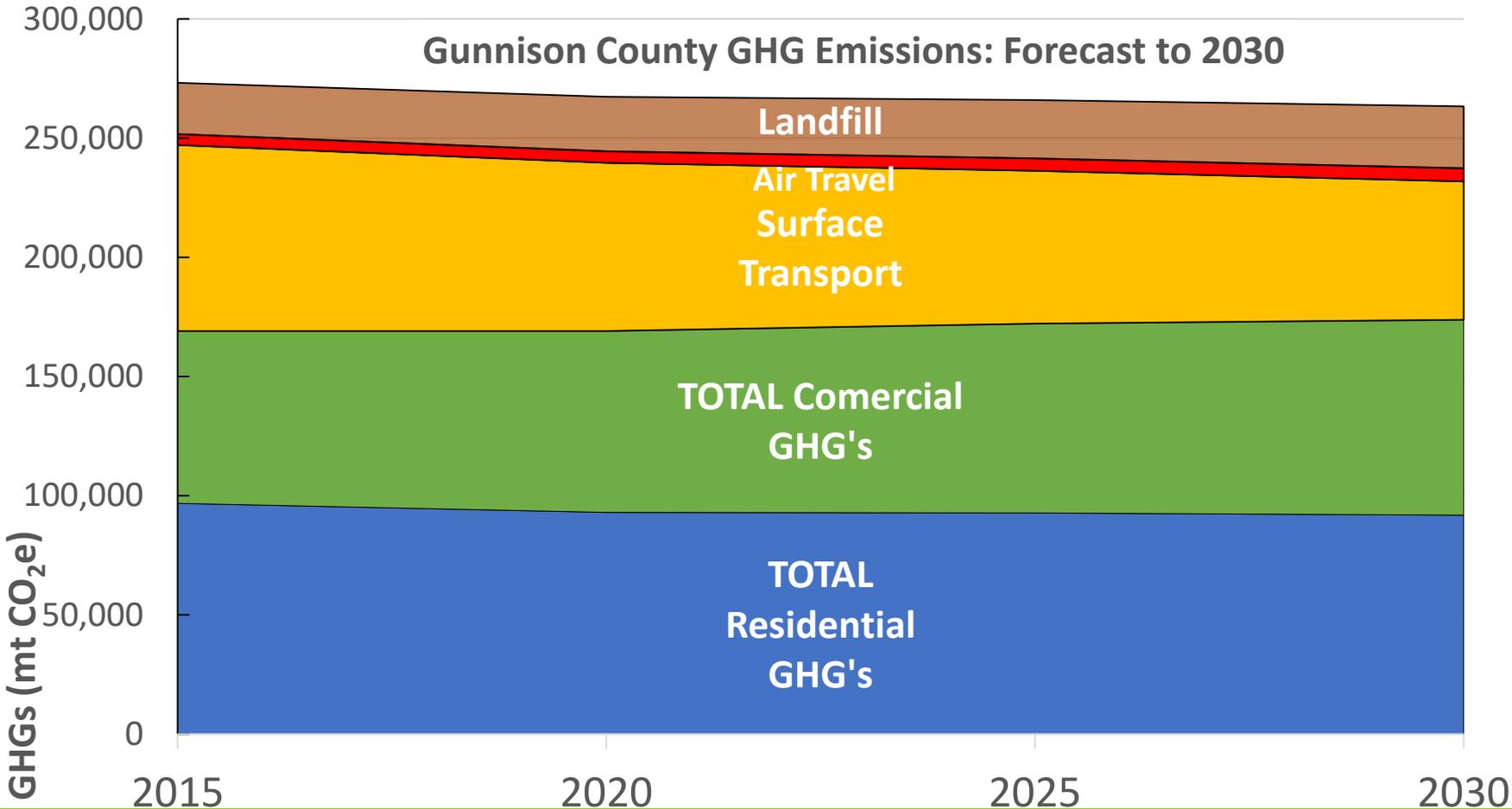
## 2019 Current Policies

EMISSIONS ARE PROJECTED TO DECREASE BY 6% BY 2030 UNDER CURRENT POLICIES.

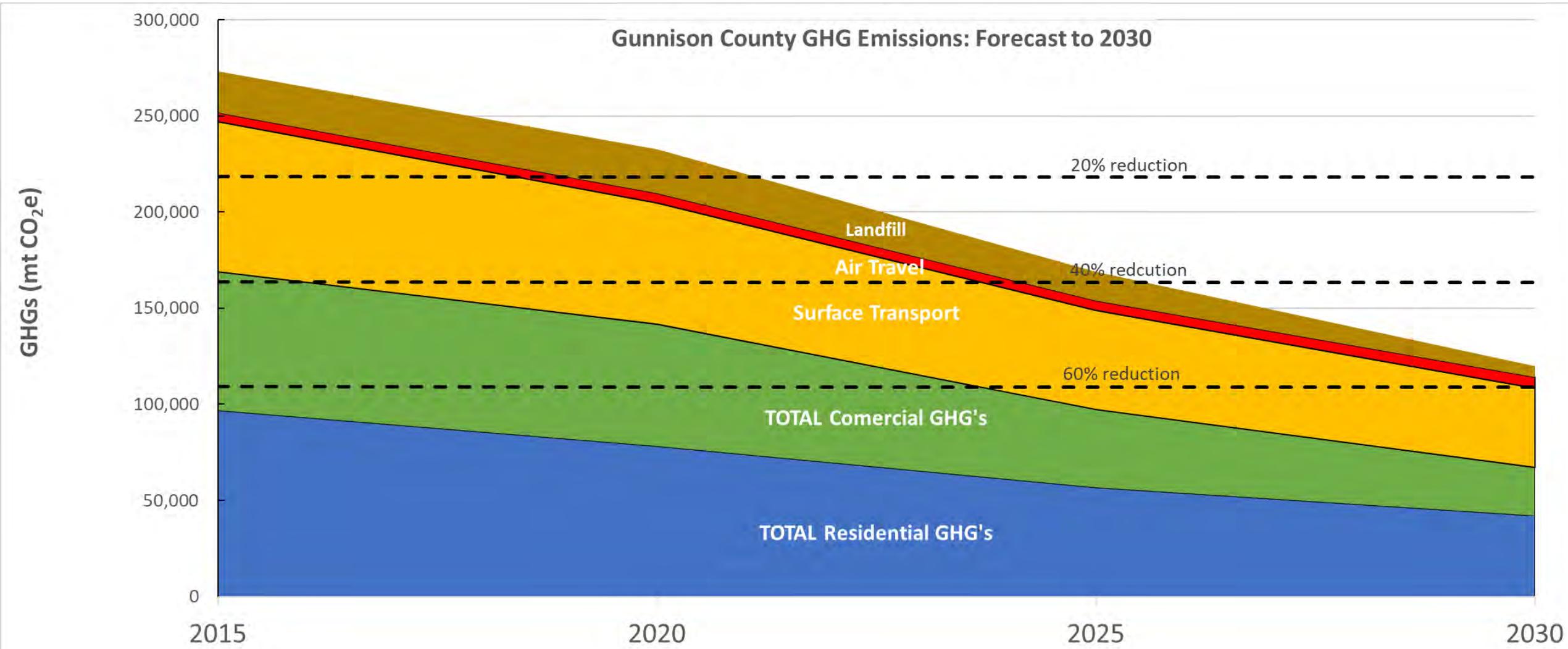
EMISSIONS CHANGE BY SECTOR:

- RESIDENTIAL - 9%
- COMMERCIAL 9%
- SURFACE TRAVEL - 25%
- AIR TRAVEL 21%
- LANDFILL 21%

Population growth:  
 -approx. 3100 people  
 -21% growth from 2015  
 -1471 additional residential units

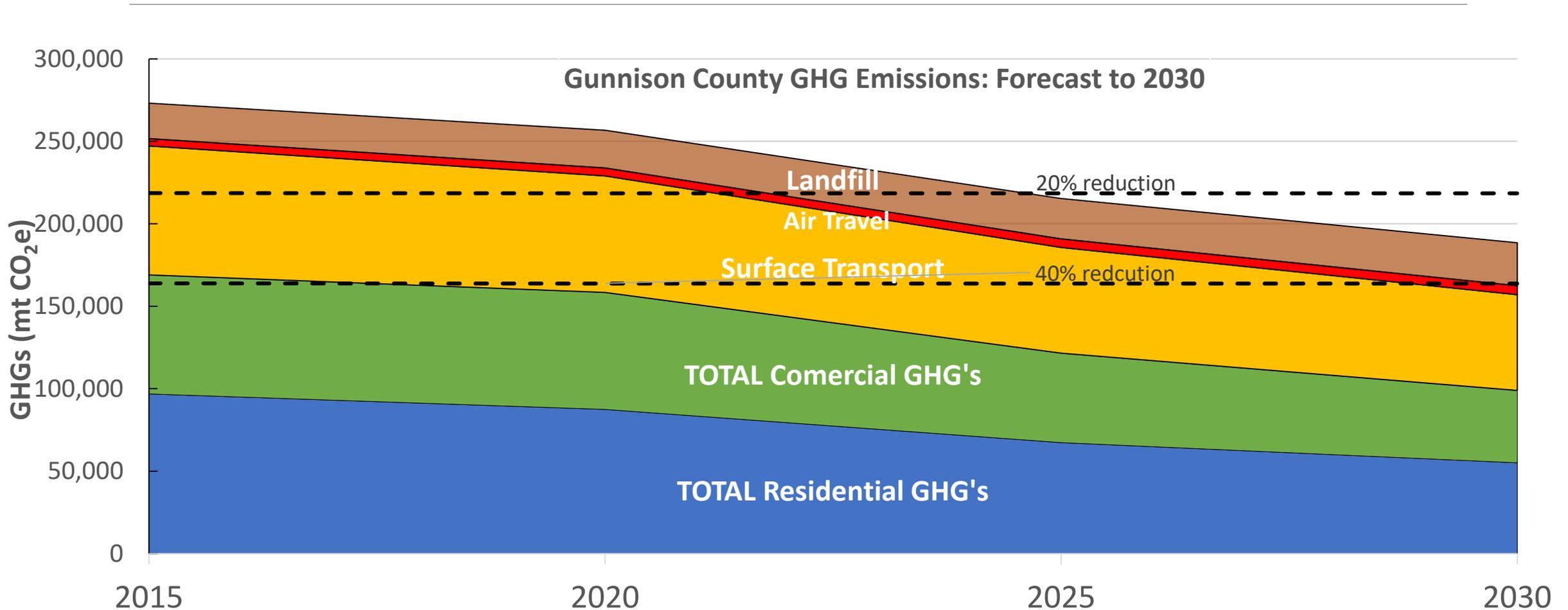


# We can reduce emissions significantly



# State of Colorado Electric emissions goals

Achieve State set goals of reducing emissions from the electric sector by 80% by 2030



# County Support of State utility goals

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Join CC4CA

BoCC provide comments to State leaders regarding climate action

## Local Utilities

BoCC work with elected leadership of City and GCEA on climate policy

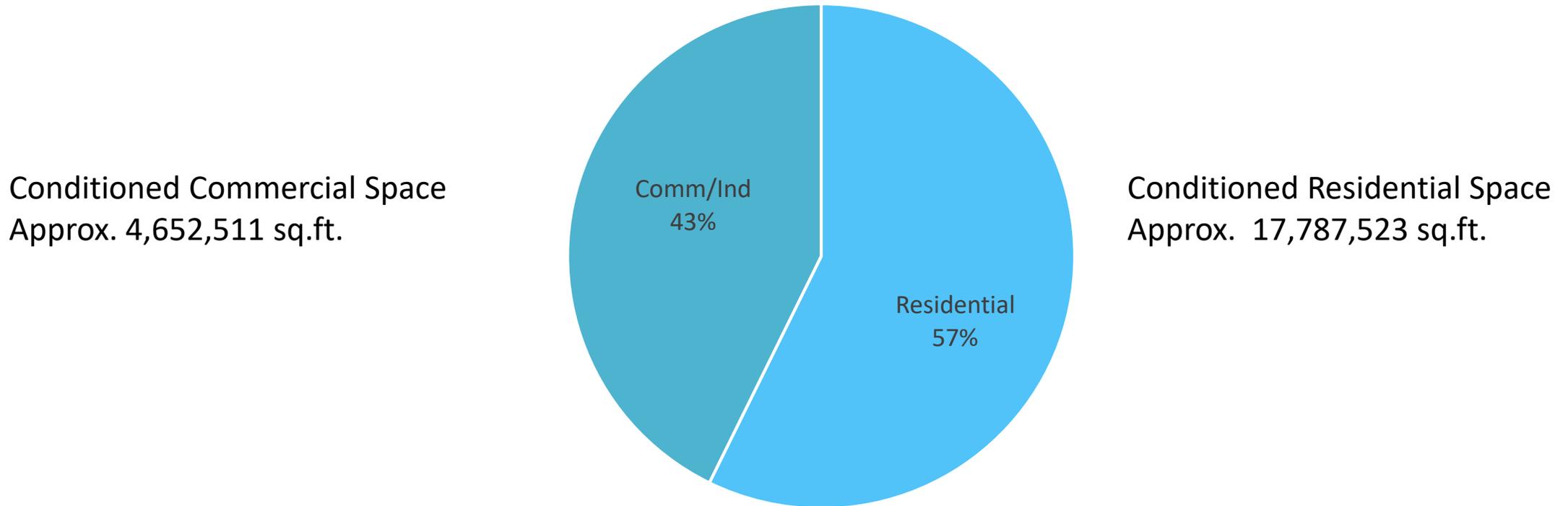
BoCC or County Staff represent County at public meetings of utilities

# BUILDINGS

Buildings account for 61% of all greenhouse gas emissions in the County

---

Buildings GHG Emissions, by sector



Conditioned Commercial Space  
Approx. 4,652,511 sq.ft.

Conditioned Residential Space  
Approx. 17,787,523 sq.ft.

# BUILDINGS Efficiency

## Residential Buildings and Affordability

### ENERGY

Gunnison Average  
Residential  
**EUI = 51**

Climate Zone 7 Average  
**EUI = 42**  
(EIA 2012)

2012 Energy Code  
**EUI = 35**

### COST

Gunnison Average  
Residential  
**\$3,296 / yr**

2012 IECC Compliant  
Average Cost  
**\$2,262 / yr**

### Avg. Home vs. IECC

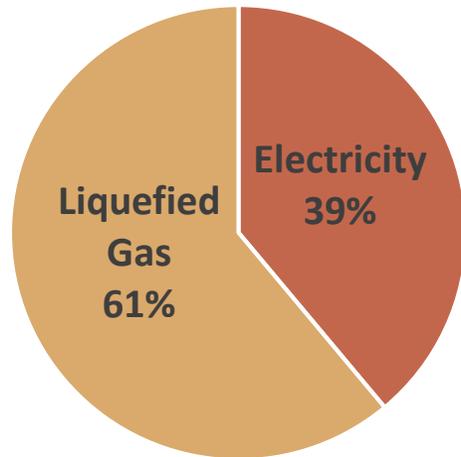
30 yr. Lifecycle Diff.  
**\$34,785**

Assumes 1% energy escalation  
cost, 2020 dollars

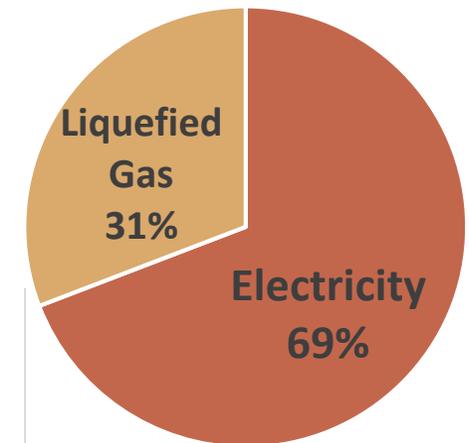
By 2030 17% of all homes in Gunnison County will have been built to  
2012 Energy Code or better

# BUILDINGS Fuel Emissions

Buildings Energy Use, by energy type

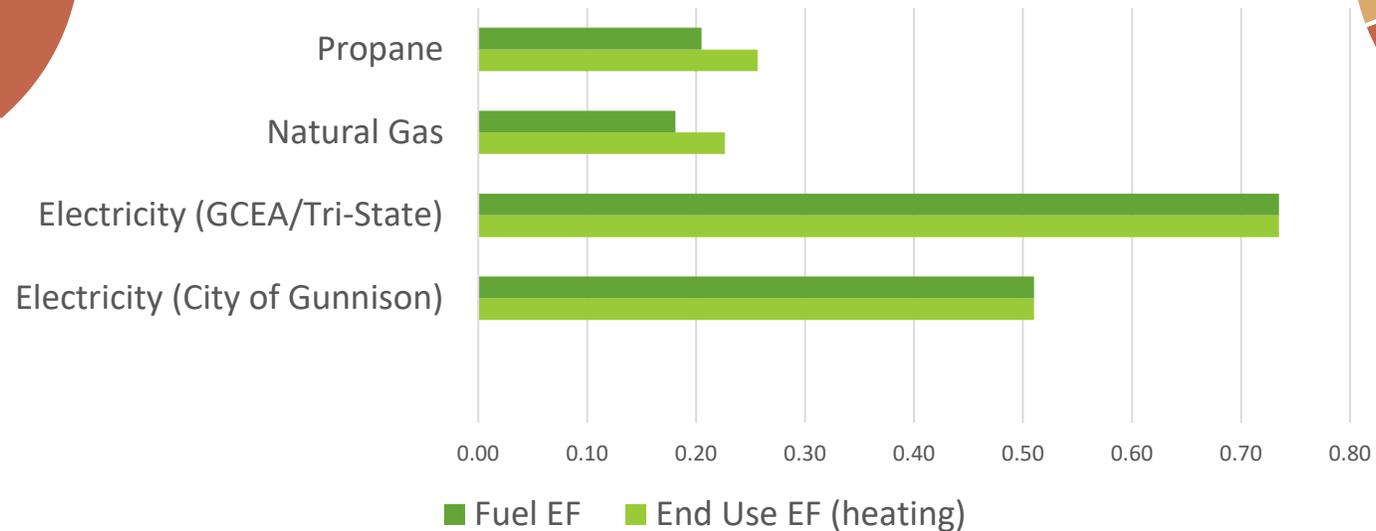


Buildings GHG Emissions, by energy type



## Emissions Factors of Fuel Sources in Buildings – Heating

*Assumes 80% efficient gas appliances and resistance electrical heat*

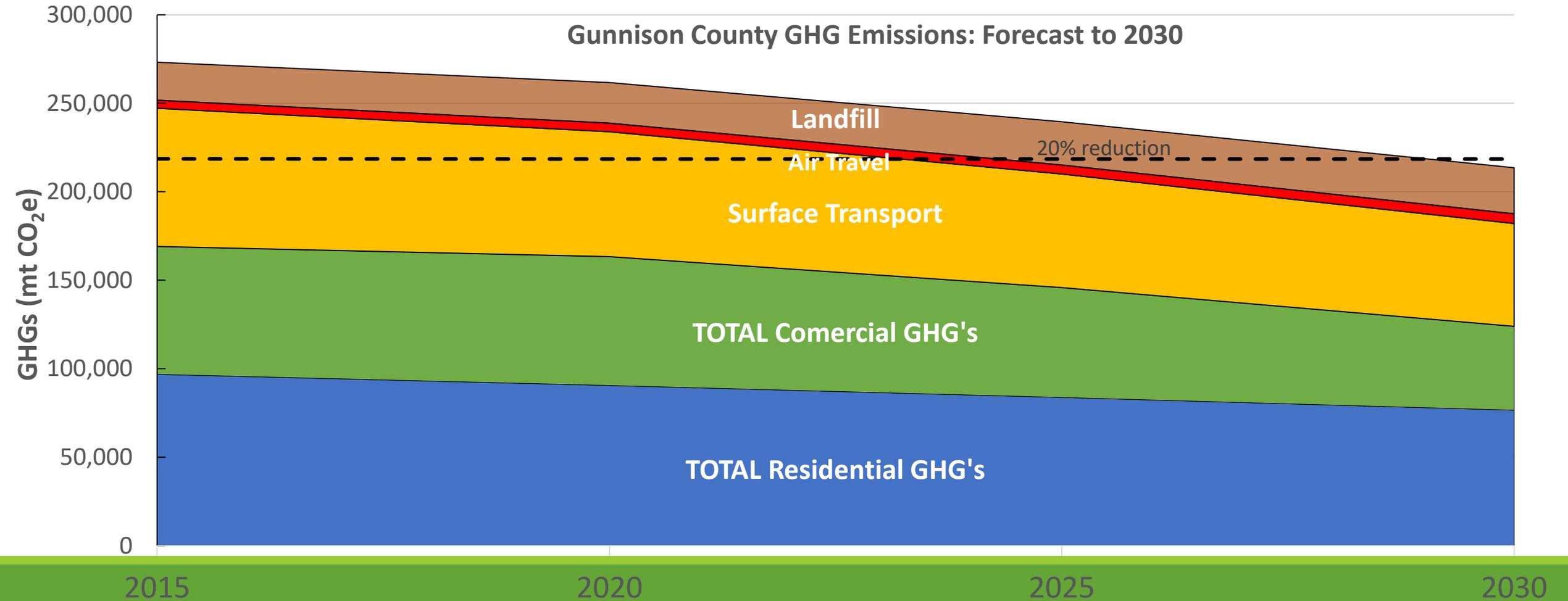


# Buildings

By 2030:

Increase efficiency of Residential buildings by 20% to meet U.S. avg.

Increase efficiency of Commercial buildings by 40% to meet U.S. avg.



# County Policy Options for Buildings

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- Continuously adopt Energy Code revisions and fully implement
  - Enforce blower door tests
- Contractor licensing with continuing education requirements for building science
  - Award program for high performers
- Require energy code compliance, or reasonable effort to comply, during renovation projects
  - Would need to consider what level of renovation would trigger
- Energy benchmarking
  - Support State reporting standard for buildings over 50,000 sq.ft.
  - Require energy audit and reporting at time of sale or lease; Home Energy Score or other
- Promote building efficiency and electrification
  - Seek grants to support rebate programs
  - Provide funding for GVHEAT
  - On-bill financing or residential PACE program to pay for geothermal or other electrification

# BUILDINGS Efficiency

## Commercial Buildings

Gunnison  
Commercial Avg.  
**EUI = 140**

Commercial Average  
**EUI = 86**

2012 Energy Code  
**EUI = 61**

(blended avg. all com buildings)



HHS  
EUI = 31

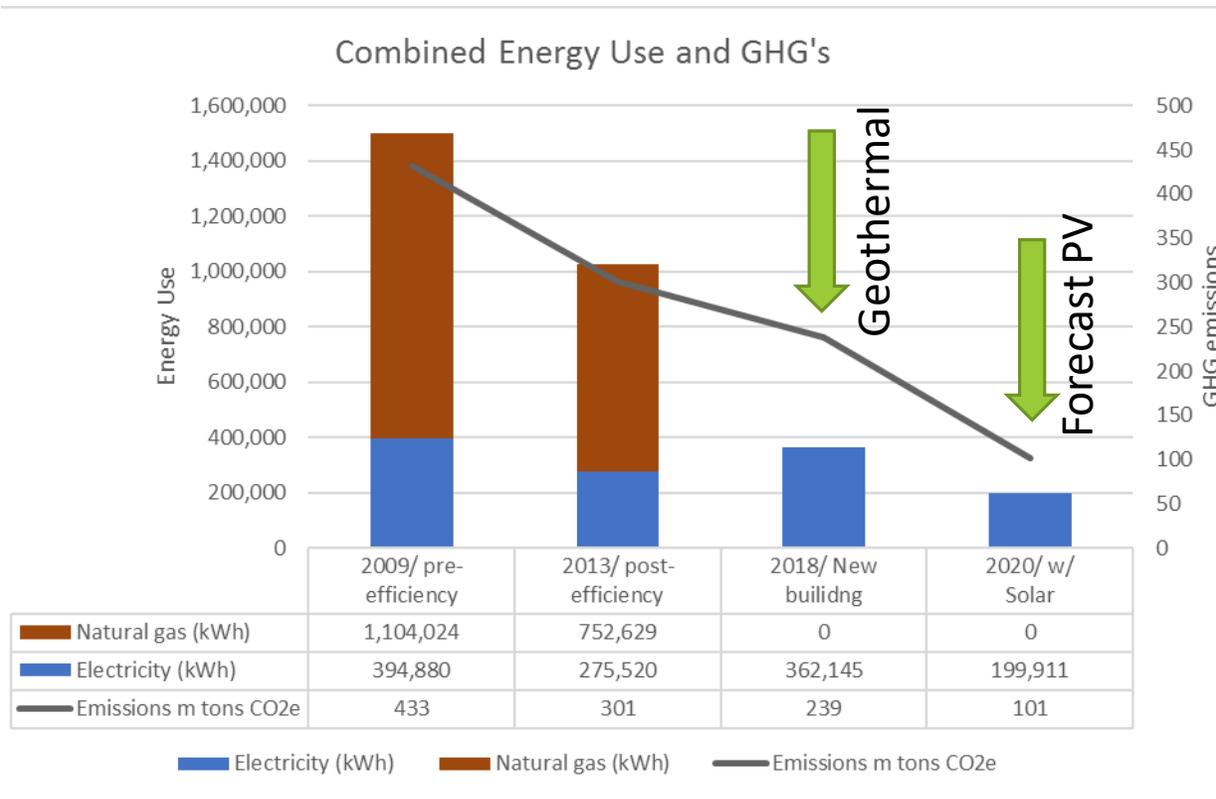
Courthouse  
EUI = 33



# Major Energy Reductions in County Buildings

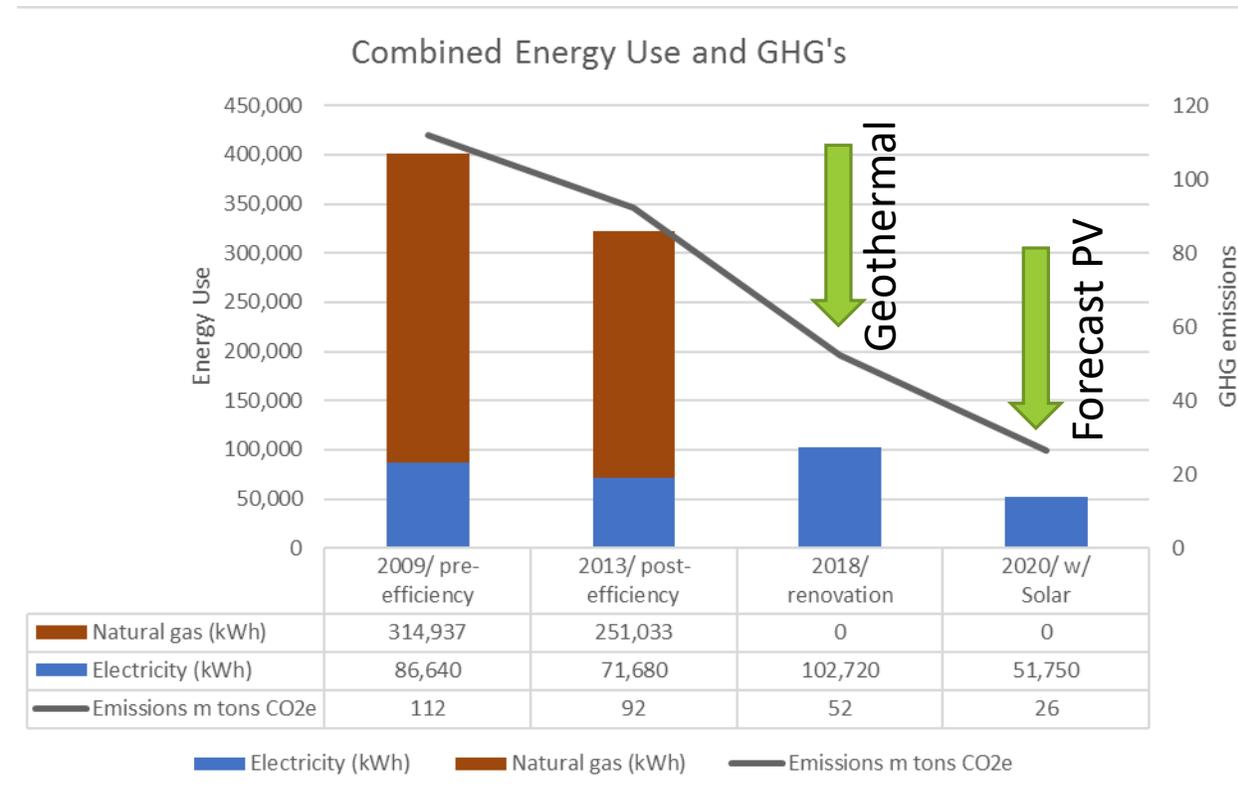
## Courthouse

New construction 2015



## Health and Human Services

Renovated 2018



# Transportation

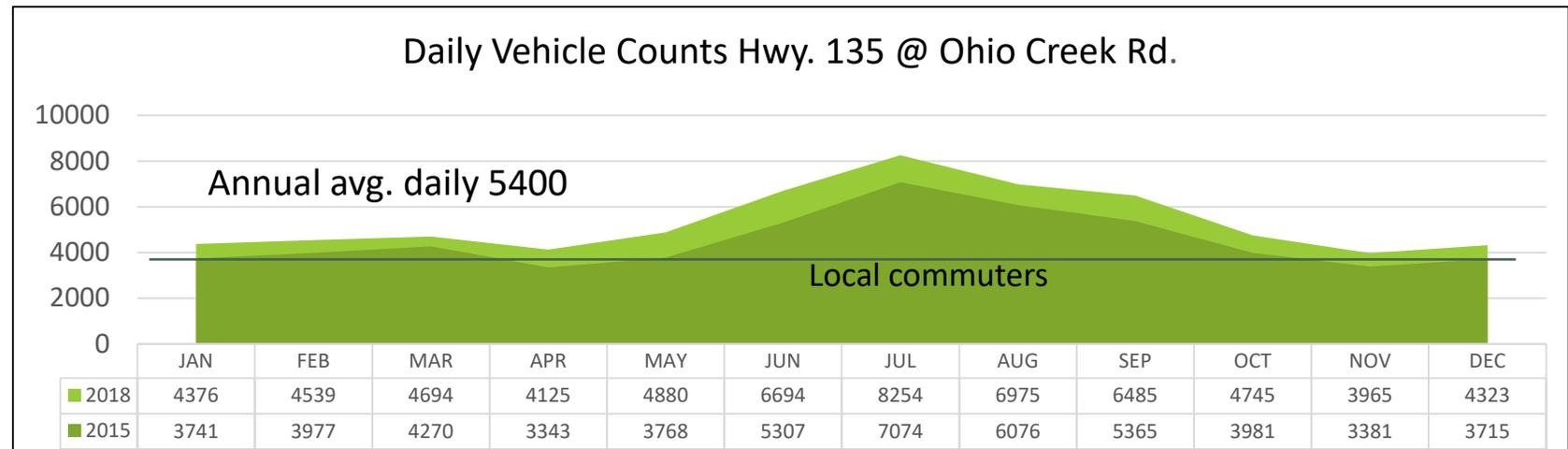
Surface Transport accounts for 29% of all greenhouse gas emissions in the county

Vehicle Miles Traveled  
(VMT)/ capita

Gunnison County  
26.3

Colorado  
24.0

VMT growth from 2015-18  
18%  
Population growth  
4%



# Transportation: RTA bus service

## RTA Impact (2019)

- 224,718 one way passenger trips
- 141,332 one way car trips displaced/yr
- Avg. 387 cars per day



# Colorado ZEV and LEV Standards

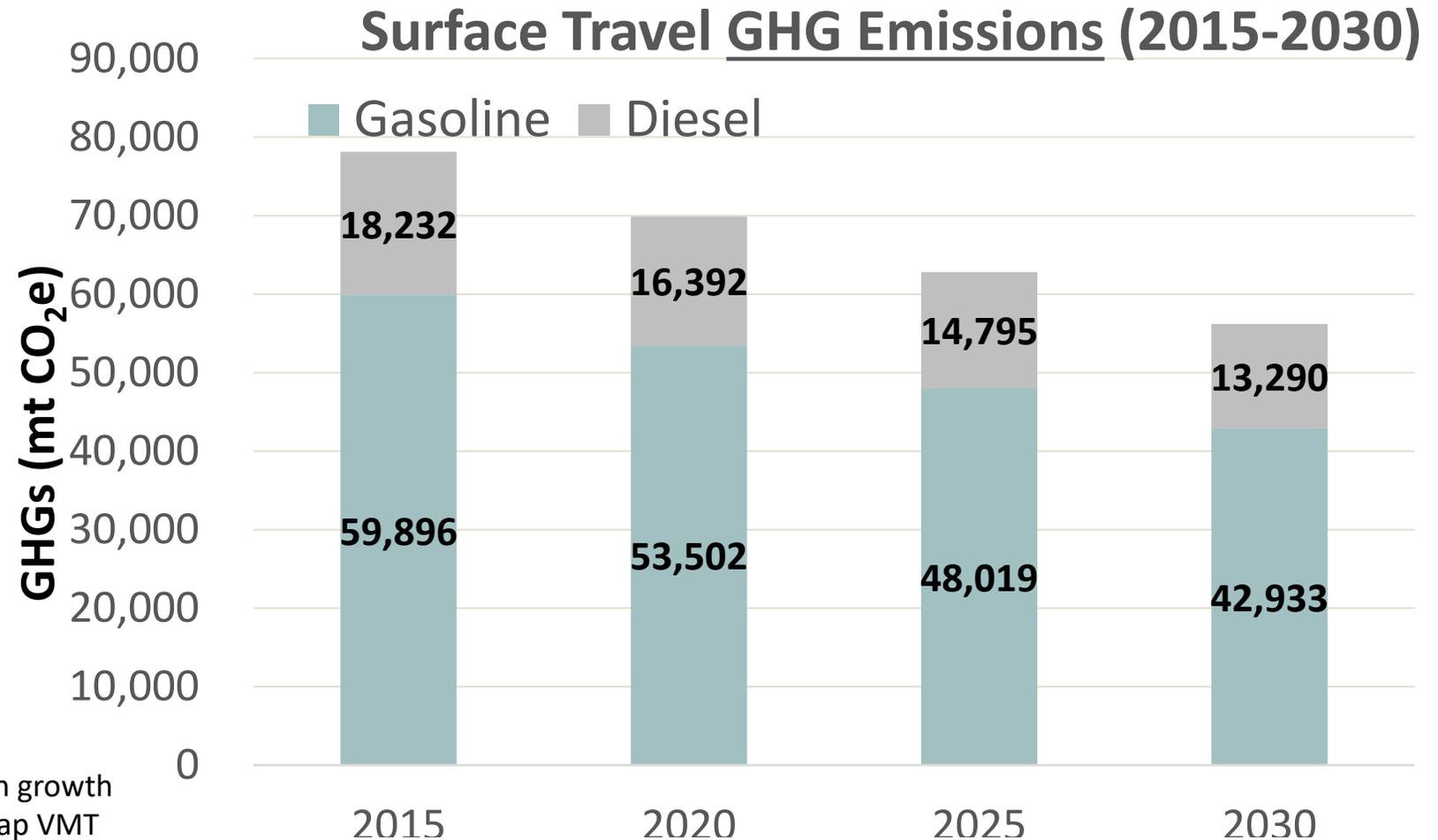
The adoption of “California” standards in Colorado

## Average Fuel Economy

<u>2015</u>	<u>2030</u>
Gas = 21.8	Gas = 36.5
Diesel = 5.3	Diesel = 8.8

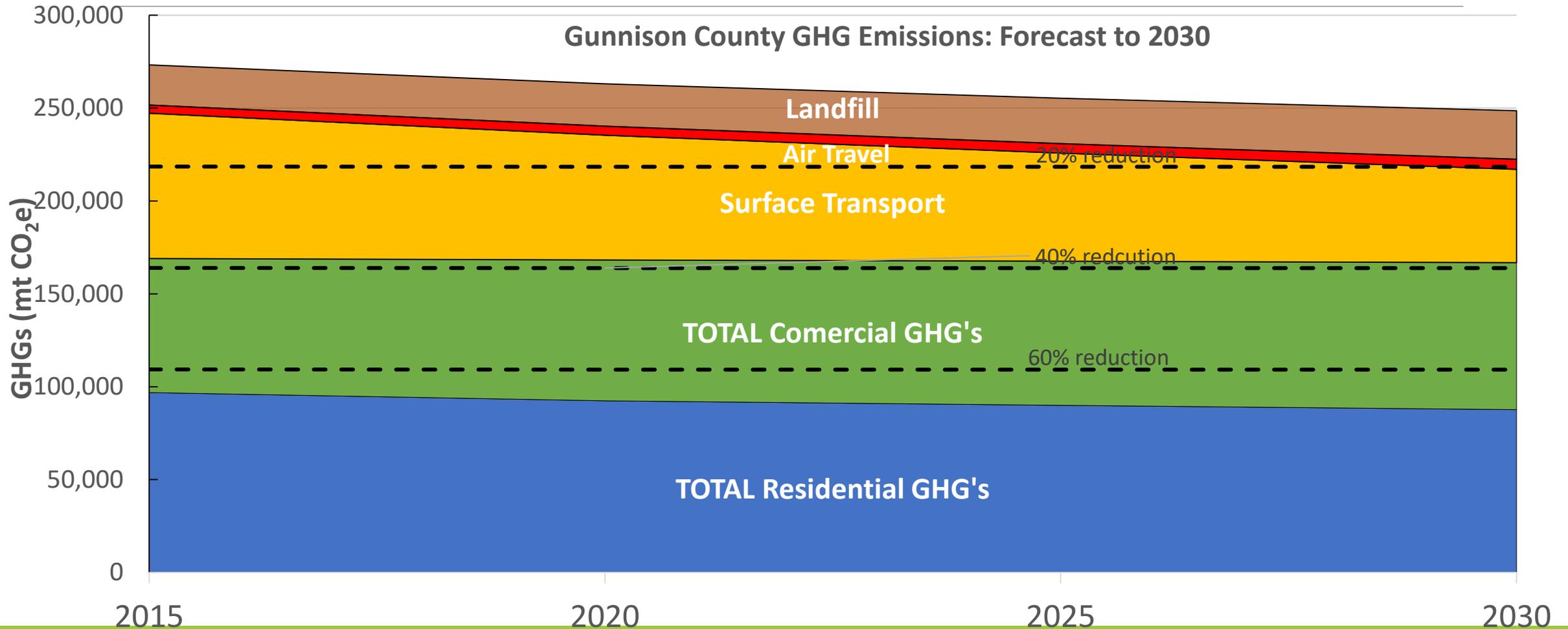
67% Increase in MPG

Includes population growth  
Assumes flat per cap VMT



# Transportation: reduction in avg. VMT

By 2030 achieve 20% reduction from 26 miles/day to 21



# County Policy Options Transportation

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## Land Use

- Create workforce housing stock near jobs
  - Housing/ Jobs nexus
  - Multimodal housing projects
- Land Use
  - Encourage density near population centers
  - Discourage sprawl

## Vehicles

- Increase RTA bus frequency
- Gunnison Circulator Bus
- Parking fees
- Electric vehicle charging infrastructure
- Enforce “Rolling Coal” ban and illegal engine modifications

# Landfill

Landfill emissions are estimated at 8% of the total county emissions.

-Emissions from landfill are primarily from decomposing organic waste which is emitted as methane

-Annually we each contribute an average of 1 metric ton or 3.9 cubic yards of waste to the landfill

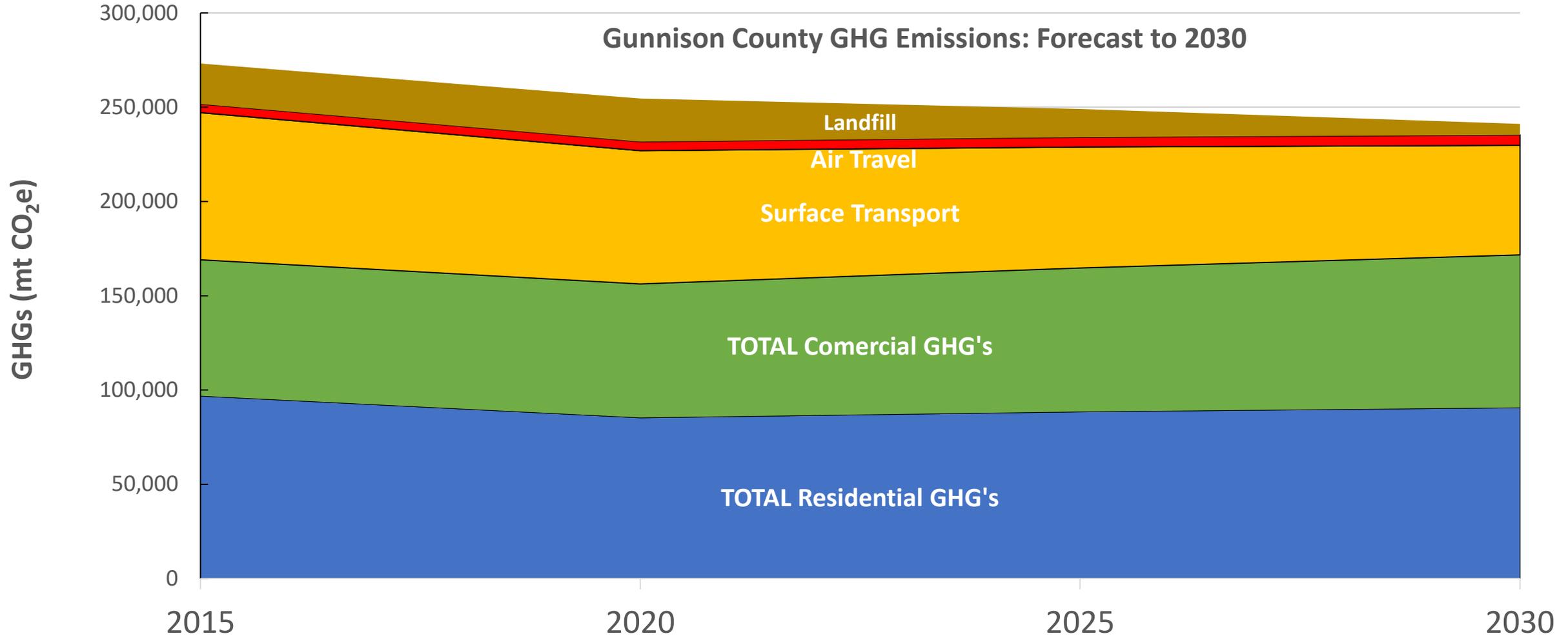
## Estimating Gunnison County's waste com based on State's estimate from CISWMMP

	tonnes (2015)
Paper	2,941
Plastic	1,549
Metal	636
Glass	461
<b>Organics</b>	<b>4,846</b>
E-waste	193
Problem Wastes	2,184
Household Hazardous Waste	12
Construction & Demolition	3,808
<i>Rock/Concrete/Brick</i>	<i>1,386</i>
<i>Asphalt Shingles</i>	<i>800</i>
<i>Wood (treated)</i>	<i>493</i>
<i>Wood Dimensional</i>	<i>444</i>
<i>Drywall</i>	<i>684</i>
Other	287
<b>TOTAL</b>	<b>16,916</b>

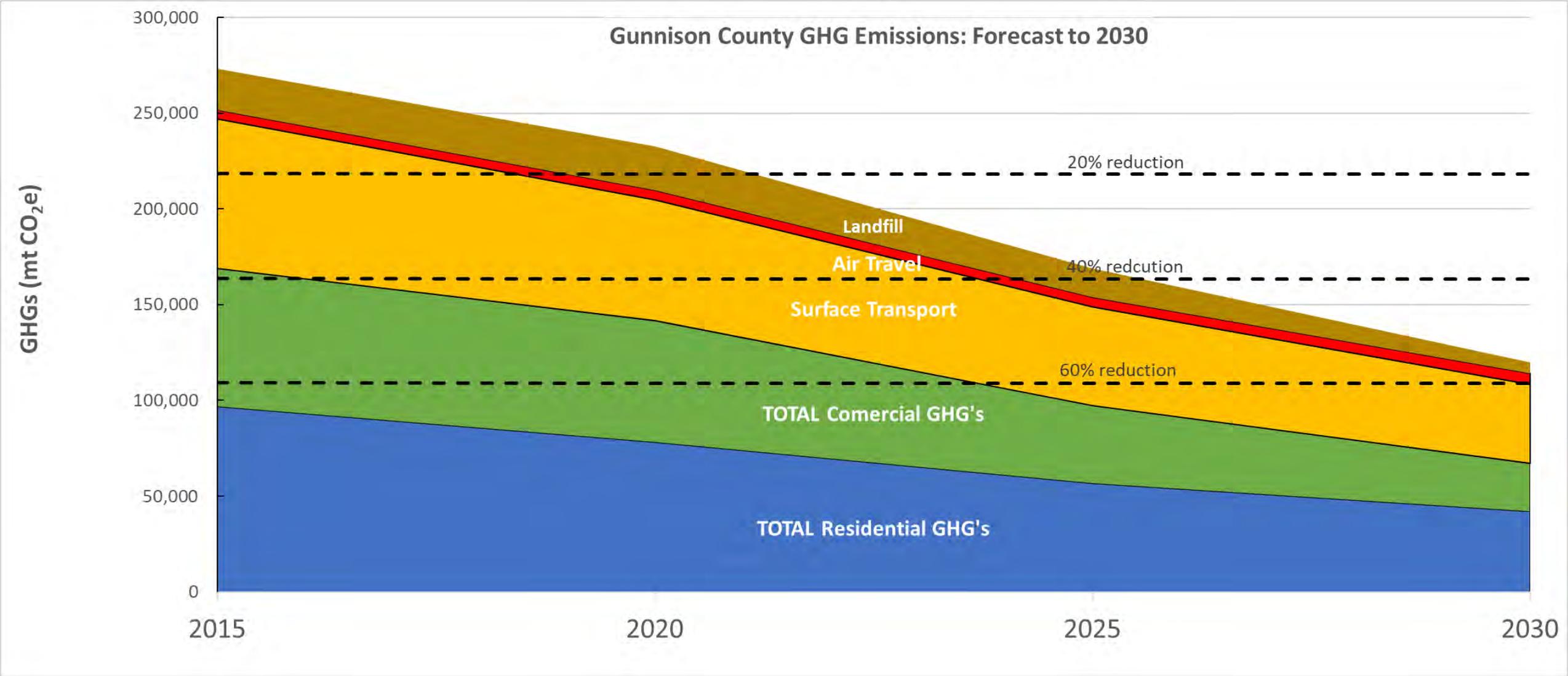
# Waste: Organic waste diversion from landfill

By 2030 Divert 100% organic waste from landfill

Could reduce waste emissions by 50% or about 13,000 mt.



# Aggregate of all goals



# Gunnison Valley Climate Action Report

## 1. Introduction

In the fall of 2019 the One Valley Leadership Council (OVLC) created a sub-group made up of representatives from each local government to explore the addition of climate action and environmental sustainability as an additional focus area of the collaborative One Valley Prosperity Project.

The sub-group concluded that collaborative action among local governments, utilities, and other stakeholders in the valley would be the most effective way to reduce greenhouse gas (GHG) emissions caused by activities in the valley. As a first step to aligning action a model was developed to forecast the effect of various actions. The model was developed as an expansion from the 2015 GHG baseline report that the County commissioned from Dr. Abel Chavez. The forecast model was then incorporated into a conference which was held on January 17<sup>th</sup>. The conference was attended by the majority of local elected leaders, professional staff, and concerned members of the public. During the conference the baseline emissions from the county were presented and the current trends were forecasted. From that baseline and business-as-usual forecast we then formed focus groups for each of the main sectors driving emissions in the valley: buildings, electric utilities, transportation, and waste. Each group discussed possible actions that could be taken to lower emissions from that sector and, using data provided to them as a guide, estimated a percentage reduction possible for each sector. The remainder of this document will present the recommendations from the conference as well as further interpretation and recommendations from the OVLC climate committee.

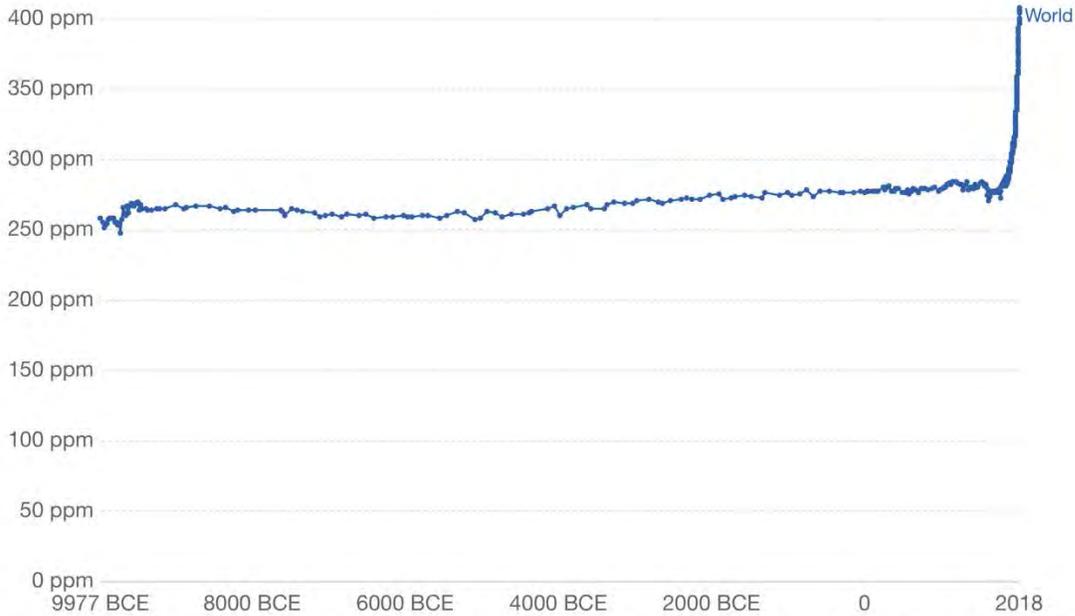
According to the International Panel on Climate Change (IPCC) report from 2018, global emissions must be reduced by 45% from 2010 baseline. In order to reach the IPCC goals some emissions will have to exceed 45% reduction because other's will not reach the goal. Goals vary among the various governments in the valley from zero emissions goals to 20% reduction by 2030. The goal of the conference and the exercise in forecasting scenarios was to understand what is possible for a county-wide reduction goal and the actions and role each jurisdiction and stakeholder group will need to take in order to accomplish a goal collaboratively.

All of the measures, forecasts, goals, and strategies and recommendations contained in this document are derived from a 2015 baseline and 2030 target year. Measures will have to continue beyond 2030 in order to track with the IPCC recommendations however, the next 10-year period up to 2030 will require a most intense effort to begin to shift our economy, development patterns, and systems to a much less carbon intensive and ultimately carbon neutral future. When the One Valley Prosperity Project was launched one of the main themes was "What kind of community do we want to be?" The next 10 years of climate action will require us to think about future outcomes we want for our community that relate to our energy use and emissions impacts for instance; housing and building types and quality, development patterns and commuting needs, economic activities, and waste. What we do relating to each of these sectors will answer through our actions the question posed by Dr. John Housdoerffer of Western State University: "What kind of ancestors do we want to be?"

# Atmospheric CO<sub>2</sub> concentration



Global average long-term atmospheric concentration of carbon dioxide (CO<sub>2</sub>), measured in parts per million (ppm). Long-term trends in CO<sub>2</sub> concentrations can be measured at high-resolution using preserved air samples from ice cores.



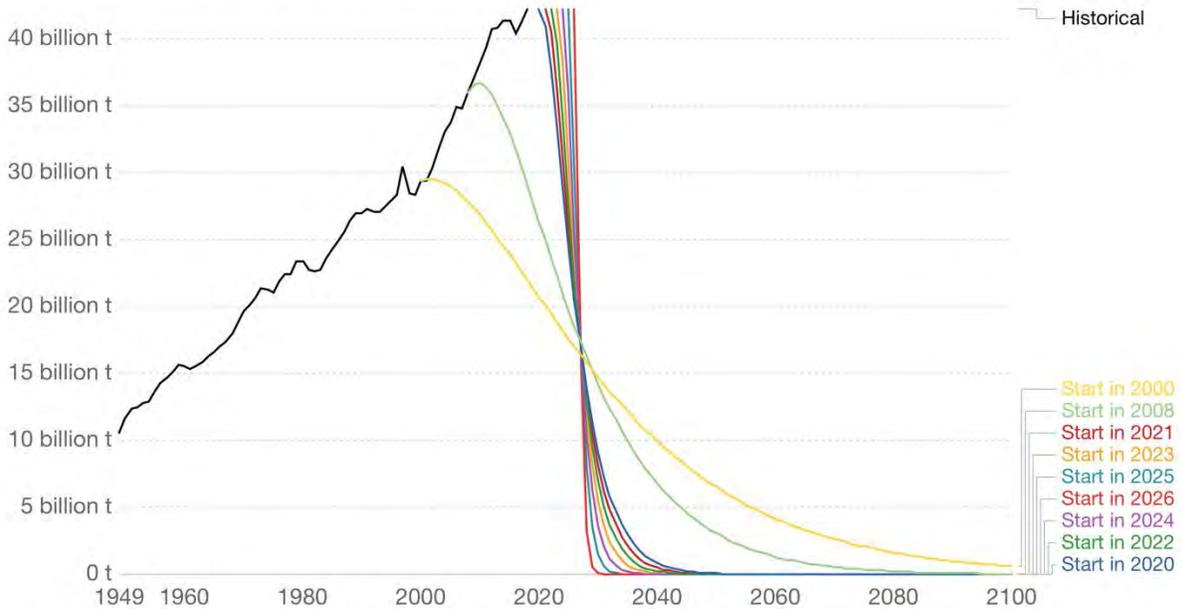
Source: EPICA Dome C CO<sub>2</sub> record (2015) & NOAA (2018)

OurWorldInData.org/co2-and-other-greenhouse-gas-emissions • CC BY

# CO<sub>2</sub> reductions needed to keep global temperature rise below 1.5°C



Annual emissions of carbon dioxide under various mitigation scenarios to keep global average temperature rise below 1.5°C. Scenarios are based on the CO<sub>2</sub> reductions necessary if mitigation had started – with global emissions peaking and quickly reducing – in the given year.



Source: Robbie Andrews (2019); based on Global Carbon Project & IPCC SR15

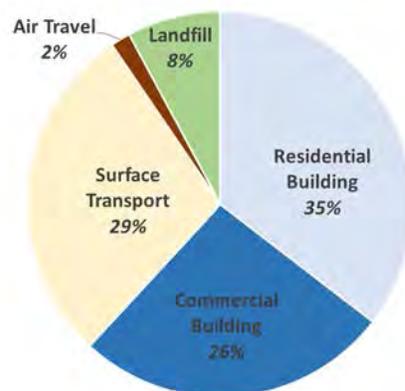
Note: Carbon budgets are based on a >66% chance of staying below 1.5°C from the IPCC's SR15 Report.

OurWorldInData.org/co2-and-other-greenhouse-gas-emissions • CC BY

## 2. Greenhouse gas baseline

Gunnison is using a 2015 baseline of GHG emissions to measure progress against. In 2015 in-boundary emissions from Gunnison county were 273,165 metric tons CO<sub>2</sub> equivalent (CO<sub>2</sub>e). Buildings account for 61% of total emissions, surface transportation (vehicles) accounted for 29%, and waste accounted for 8%. Within the building sector electric generation is the largest contributor to emissions accounting for 42% of the total in-boundary emissions in the valley. Air travel is only a small part of the emissions footprint in the valley at this time and so has not been considered for mitigation efforts at this time.

Gunnison County 2015 In-Boundary  
GHG Emissions: 273,165 mt CO<sub>2</sub>e



Forecasting to 2030 emissions are expected to decrease by 6% under current policies adopted at the State and local level. Prior to recent local and state policy changes, and at the time of the 2015 baseline report, emissions in the county were forecast to increase by 12% by 2030.

Three main changes have contributed to the current forecasted 6% decrease:

- Adoption of the International Energy Conservation Code (IECC) by each local jurisdiction
- Adoption of California low emissions vehicle (LEV) standards by the State
- Early retirement of fossil fuel generation by electric utilities with load replaced by renewables

Each local jurisdiction in the county adopted the 2012 IECC in 2016. Buildings built to the 2012 IECC standards will use approximately 1/3 of the energy used by the average residential building in the county. By 2030, 17% of homes in the county will have been built after the adoption of IECC codes.

In 2018 the State of Colorado adopted California's low emission vehicle (LEV) standards. The affect of the standards have been modeled by Energy Information Administration (EIA). The forecasted fuel efficiencies for each vehicle type were updated in the baseline forecasting model resulting in a forecasted 28% decrease in emissions from the surface transportation sector despite an expected 17% population increase over the same period of time.

The original 2015 baseline and 2030 forecast assumed a 10% decrease in emissions from the generation of electricity sold by Gunnison County Electric Association (GCEA). Emissions have in fact decreased faster than forecasted having already achieved the reduction expected by 2030 in 2019. Further reductions in electricity related emissions have been publically announced by GCEA's wholesale power provider, Tri-State, and will be discussed and forecasted in detail later in this report. The other electric utility in the valley, City of Gunnison Electric, has also set goals to greatly increase it's proportion of renewable power generation as well.

The results of these three changes have finally turned the trajectory of emissions from the valley from always increasing to decreasing. Further, more drastic, changes are needed though in order

to significantly reduce the emissions footprint of the valley. Opportunities for deep emissions reductions will be discussed in more detail, by sector, forthcoming in this report.

### 3. Buildings

#### 3.1. Sector Impacts (sector contribution to overall emissions)

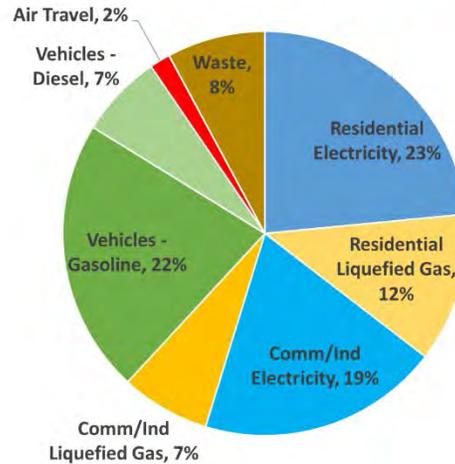
Buildings represent 61% of all emissions from activities in the county. 42% of all emissions are from electricity generation which, at this time, is almost all consumed by buildings. Therefore, reduction in emissions from electricity generation will reduce emissions from buildings. Likewise, reduction in electric emissions factors offer an opportunity to leverage low-emission electricity to further lower emissions from buildings through electrification of buildings and reduced use of natural gas and propane.

Buildings are the most effectively influenced sector of GHG emissions because local jurisdictions have authority to regulate building codes and development patterns. However, existing buildings represent a challenge. Once a building is built residents have little financial incentive to invest in energy efficiency because of current low energy costs and high property values which seem to be unaffected by relative efficiency of a building compared to others. Furthermore, the rental market currently has little to no incentive to invest in efficiency with a vacancy rate of nearly zero and continually increasing demand for rentals conspiring to limit consumer's ability to consider energy costs as a decision point when considering a lease.

#### 3.2. Energy efficiency

Buildings in Gunnison County are less efficient than buildings in the same climate zone (7). Total energy use in buildings was calculated from utility provided data and included in the 2015 baseline report and separated into residential and commercial sectors. Total energy was then divided by total square footage of buildings in each sector resulting in an Energy Use Intensity (EUI) which is a globally accepted standard for comparing buildings. EUI calculated as thousands of Btu's per square foot of building area per year (kBtu/sq.ft.). In Gunnison the average residential EUI is 51, the average residential EUI in climate zone 7 is 42 according to the EIA.<sup>1</sup> Based on data from the 2015 GHG baseline

### Gunnison County 2015 In-Boundary GHG Emissions = 273,165 mt CO<sub>2</sub>e



#### Residential Buildings

Gunnison Average Residential	<b>EUI = 51</b>
Climate Zone 7 Average	<b>EUI = 42</b> (EIA 2012)
2012 Energy Code	<b>EUI = 35</b>



Ryan Residence EUI = 4

By 2030 17% of all homes in Gunnison County will have been built to 2012 Energy Code or better

square footage of buildings in each sector resulting in an Energy Use Intensity (EUI) which is a globally accepted standard for comparing buildings. EUI calculated as thousands of Btu's per square foot of building area per year (kBtu/sq.ft.). In Gunnison the average residential EUI is 51, the average residential EUI in climate zone 7 is 42 according to the EIA.<sup>1</sup> Based on data from the 2015 GHG baseline

<sup>1</sup> U.S. Energy Information Administration, Residential Energy Consumption Survey 2015 table CE1.1

report and current energy prices the average homeowner in Gunnison pays \$3,296/ yr for energy. The annual energy cost of an average home that meets the 2012 IECC code (energy code) would be \$2,262. Over a 30yr life and accounting for 1% annual energy cost inflation the energy code home would save the residents \$34,785. Commercial buildings in Gunnison average EUI is 140, the average of commercial buildings in climate zone 7 in 2012 was 86<sup>2</sup>.

### 3.3. Feedback from conference

Increasing efficiency of new and existing buildings was a major topic of discussion among participants and the conference which included commercial property owners/ managers and builders. The group targeted a 15% reduction in residential EUI and an 11% reduction in commercial EUI. Strategies considered included:

- Expansion of the GV-HEAT program to include more incentivization for all income levels
- Smart thermostat replacement program through incentives and bulk purchases through the utilities

For new buildings strategies identified included:

- Adoption of most recent energy codes
- Net-zero ready building code and potential incentivization to going beyond energy code
- Home energy rating for all homes (EUI rating or Home Energy Score)
- Incentivizing passive house principals (solar access, efficiency, walkability, natural materials)
- Low mass sunrooms
- Tax/fee for buildings over a specific size
- Elimination of minimum size requirements in sub-division covenants

### 3.4. Forecast based on conference goal

Modeling the goal of 15% decrease in residential energy and 11% commercial energy results in a forecasted reduction in building related GHG's of 22,510 metric tons CO<sub>2</sub>e per year compared to business as usual. This equates to a total GHG reduction of 13%.

### 3.5. Recommendations

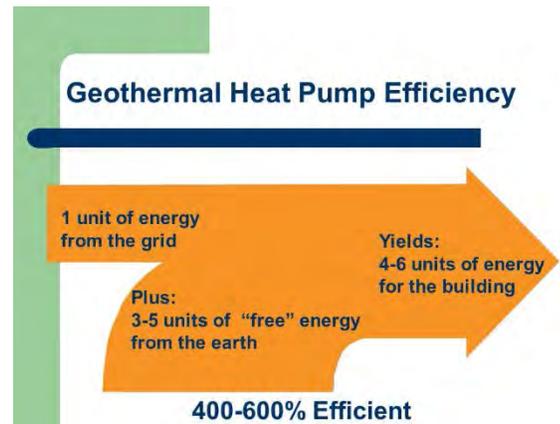
The goals set by participants at the conference are conservative; a 15% reduction in average EUI would still leave the average home in the county at about the average EUI for comparable homes in the same climate zone, the commercial goal similarly would result in Gunnison buildings that use more than average energy for commercial buildings. Greater energy efficiency gains are possible and needed in order to meet climate goals and reduce energy cost burden on Gunnison residents and businesses. Energy costs are historically low presently, especially for natural gas, the best way to hedge against the impact of future energy cost increases is to use less energy. Reductions in energy use intensity of 20% for residential buildings and 25% for commercial are possible but may require more aggressive tactics.

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<sup>2</sup> U.S. Energy Information Administration, Commercial Buildings Energy Consumption Survey 2012 table C10

As the grid becomes cleaner; electric heating will become a lower carbon option for homes than natural gas.

- Electric heat pumps represent an opportunity to gain significant efficiency in buildings.
  - Ground source (geothermal) heat pumps are proven and achieve efficiencies of over 400%
  - Air source heat pumps are now available that will operate in our environment at 100-250% depending on outside temperatures.
- Air sealing and insulating new and existing homes is a big opportunity which starts with a simple audit of the home that includes a blower door test.
- Energy Scoring and disclosure for market transparency.



Retrofitting existing homes is challenging so incentives either through subsidies for equipment, insulation, and air sealing are necessary. Market competition based on efficiency may be encouraged by simple disclosure of energy and efficiency metrics so those metrics will be easily compared and considered when purchasing or leasing.

### 3.6. Forecast based on recommendations

If goals of 20% reduction in EUI for residential and 25% for commercial buildings were met it would result in a total GHG reduction of 52,157 metric tons CO<sub>2</sub>e and a total GHG reduction of 19%.

### 3.7. Policy recommendations

Policies recommended to achieve recommended goals are:

- Maintain adoption of IECC code at most current standard available (low hanging fruit)
- Subsidize building energy audits or make them free (could be priority to partner to increase capacity of GV-heat?)
- Incentivize air sealing through education for do-it-yourselfers and rebates (could be wrapped into building capacity for GV-heat?)
- Develop energy reporting standard for both residential and commercial buildings (high priority)
  - Commercial reporting to central website on annual basis
  - Residential home scoring or EUI disclosure at time of sale or lease. Make requirement for listing a standardized score or EUI prominently on MLS listing.
- Incentivize heat pump retrofit and other costlier improvements like windows and insulation through low-interest on bill financing. (medium priority—until prices improve?)
- License builders and require annual training hours which include building science and efficiency.
- Award builders publicly with annual awards for lowest energy new construction and most energy reduced through renovation. (low hanging fruit?)

## 4. Building Electrification

Building electrification is a huge opportunity as the electric grid becomes cleaner. Currently using electric resistance heating vs. natural gas in an average furnace or boiler emits more GHG's. However, two variables offer opportunity for electric heat to result in far less emissions. The first opportunity is the cleaning up of the electric grid which will be considered more in the electric utilities section 6 of this document. As the grid cleans up even inefficient resistance electric heat will become cleaner than using natural gas. The second opportunity is heat pump technology that increases the efficiency of electric heat dramatically and offers greenhouse gas benefit even with current electricity generation emissions. The emergence of heat pumps and growing availability of more options for both geothermal heat pumps and air source heat pumps which can operate in Gunnison county's cold climate. Geothermal heat pumps are the most efficient mechanical system available but they have a high upfront cost and are not a good fit for every building. Air source heat pumps are also very efficient with the ability to produce between 2 and 4 times as much heating and cooling energy as the equivalent electrical energy input to them.

### 4.1. Policy Recommendations

Transitioning buildings to use electricity only for heating represents a big change from current practices that will require focused energy from policy makers and will take a long time. Policies to ban natural gas use are not encouraged at this time due to the limited and still emerging options for efficient electric heating. Incentivizing electrification as discussed in the previous section 3.7 and allowing contractors and homeowners to establish successful projects and best practices will create conditions for possible future action. Current building codes applied to modest size homes is already creating a market incentive against paying for natural gas taps on new construction because of the very small heating loads required. Conversely, a mandated ban on natural gas use resulting in poor projects or unintended consequences could set back nascent efforts to establish effective, efficient, and reliable electrification options in the near future.

## 5. Vehicle Travel

### 5.1. Sector Impacts

Vehicle travel accounts for 29% of county-wide GHG emissions. Emissions from the transportation sector continue to increase as actual fuel efficiency of vehicles is relatively stagnant because of the increasing popularity of SUV's and trucks and the increase in miles driven. These two factors influence emissions from vehicles:

- Fuel efficiency/ tailpipe emissions
- Miles traveled

The State of Colorado adopted the California Low Emissions Vehicle (LEV)<sup>3</sup> standard in 2018 which will have an effect on fuel efficiency and tailpipe emissions. The State has also adopted the Zero Emissions Vehicle (ZEV)<sup>4</sup> standard in 2019. The combination of the LEV and ZEV standards will lower emissions from vehicles by regulating vehicle efficiency and setting minimum sales quotas for ZEV's. The effect of

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<sup>3</sup> Code of Colorado Regulations; 5 CCR 1001-24

(<https://drive.google.com/file/d/1LmJQHfKUKzg6HuAKDZ0xzDO4MJMchxxA/view>)

<sup>4</sup> Code of Colorado Regulations; 5 CCR 1001-24

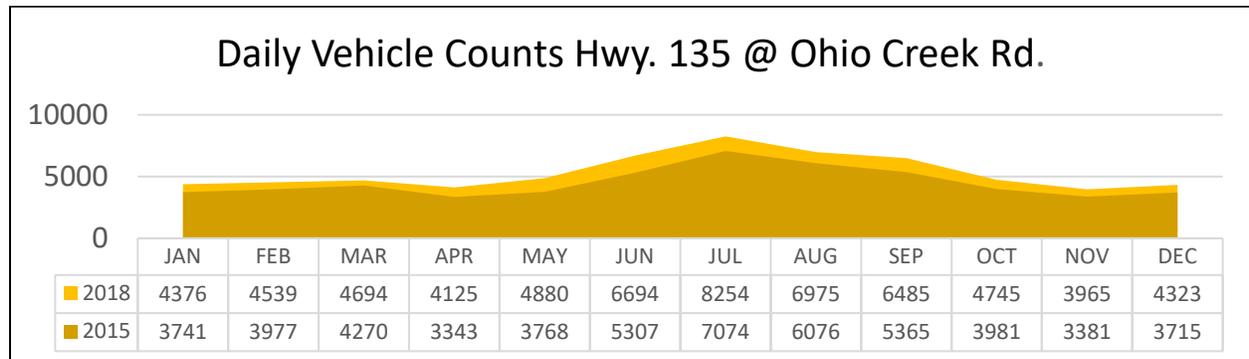
(<https://drive.google.com/file/d/1LmJQHfKUKzg6HuAKDZ0xzDO4MJMchxxA/view>)

the State regulations has been modeled in the County’s forecasting tool using data obtained from EIA forecast based on CAFÉ standards and projected vehicle sales.<sup>5</sup> The results estimate a 28% reduction in GHG’s from the transportation sector by 2030.

Miles traveled in the County is the other variable accounting for vehicle emissions. For the purposes of the County’s GHG baseline report an estimated vehicle miles per person per day (VMT) has been established. Total annual road miles in the county we estimated from Colorado Department of Transportation (CDOT) database<sup>6</sup>. The total miles were divided by population for an average VMT per capita of 26 miles per day in 2015.

The VMT trend between 2015 and 2018 is increasing traffic and increasing VMT per person:

- Average annual vehicle counts on Hwy 135 and Hwy 50 are up 18%.
- Increases of up to 30% in summer months.
- 10% increase at lowest traffic in shoulder seasons.



**Growth in VMT from 2015-18’ = 18%    Population growth from 2015-18’= 4%**

This data indicates that the trend of increasing VMT is likely connected to both tourism traffic but local commuter traffic as well. During the same 3-year time period county population grew by about 4%. Vehicle travel is growing faster than population. This trend aligns with long-standing national trends of increasing VMT, as a point of reference the national average VMT in 1980 was 18.5 in 2018 it was 27. The RTA bus is very successful with 224,718 one-way passenger trips logged in 2019. That works out to displacing an average of 387 cars per day or about 10% of the commuter vehicle traffic.<sup>7</sup>

### 5.2. Feedback from conference

Participants in the conference set a goal of reducing VMT by 8% by 2030 which would result in a VMT of 24. An 8% reduction is roughly equivalent to every driver not driving for 2 days they would otherwise drive each month of the year. They identified several strategies to accomplish this goal:

- Increase number of bus trips

<sup>5</sup> Energy Information Administration (EIA); Annual Energy Outlook 2019, Table: Transportation (<https://www.eia.gov/outlooks/aeo/data/browser/#/?id=7-AEO2019&region=0-0&cases=ref2019&start=2017&end=2030&f=A&linechart=ref2019-d111618a.5-7-AEO2019&sid=&sourcekey=0>)

<sup>6</sup> CDOT Traffic Data Explorer: <https://dtdapps.coloradodot.info/otis/TrafficData#ui/0/1/0/criteria//51/true/true/>

<sup>7</sup> The lowest avg. daily vehicle count occurs in March, 2019= 3965 vehicles per day on Hwy 135 (CDOT Traffic Data Explorer)

- Increase ridership on buses by accommodating mountain bikes and skis
- Provide ample parking for buses with park and ride locations at both ends of the Valley
- Increase Bustang service to Denver (more trips)
- Add Bustang service between Crested Butte and Montrose
- Increase school bus ridership
- Ridesharing pool sponsored by RTA and businesses
- Lower speed limits in Gunnison and improve bike lanes and non-motorized routes in the City
- Ensure workforce housing is near jobs which is attainable with wages paid

#### 5.2.1. Forecast based on conference goal

Reducing VMT by 8% by 2030 combined with the State LEV and ZEV standards will result in a reduction of 36% in the transport sector. The reduction in the total county-wide GHG's would be about 7%.

#### 5.3. Policy Recommendations

Local policy makers have 3 main tools to affect VMT:

- Increase mass transit availability
  - o RTA buses per day summer and winter
  - o Gunnison circulator bus
  - o Increased ridesharing
- Inconvenience driving
  - o Paid parking
  - o Slow speed limits
  - o Increased multi-modal space on streets
- Decrease necessary driving
  - o Workforce housing near jobs
  - o Reduce sprawl
  - o Increase density and mixed uses in planning and zoning
  - o Planning and transit/bike access to trailheads
- Encourage human powered transportation
  - o Safe bike lanes
  - o Improve sidewalk connectivity
  - o Commercial development site planning accommodate for bikes and pedestrians

#### Transportation: RTA bus service

##### RTA Impact (2019)

- 224,718 one way passenger trips
- 141,332 one way car trips displaced/yr
- Avg. 387 cars per day



#### 5.4. Low Carbon Transportation

Reducing miles vehicles are driven will reduce GHG emissions from transportation. Converting necessary transportation to low carbon sources will further reduce emissions. Federal and State vehicle emissions and efficiency rules are the most impactful policies upon fleet-wide vehicle emissions. The State of Colorado has moved to adopt the California Low Emission Vehicle Standard and the Zero Emission Vehicle Standards; however, the federal government has challenged California's waiver effectively invalidating the standards. Further, the federal Corporate Average Fuel Efficiency (CAFÉ) standards are being replaced by less stringent Safer and Fuel-Efficient Vehicles (SAFE) rule. In light of the uncertainty the GHG forecasting model has integrated and assumed adoption of the middle ground CAFÉ standards. These standards regulate an incremental increase in corporate (nationwide average per brand) fuel

efficiency each year. Electric vehicle incentives are baked into both the CAFÉ and California standards. Local governments can further support quick transition to more fuel-efficient average vehicle fleets.

#### 5.5. Policy Recommendations

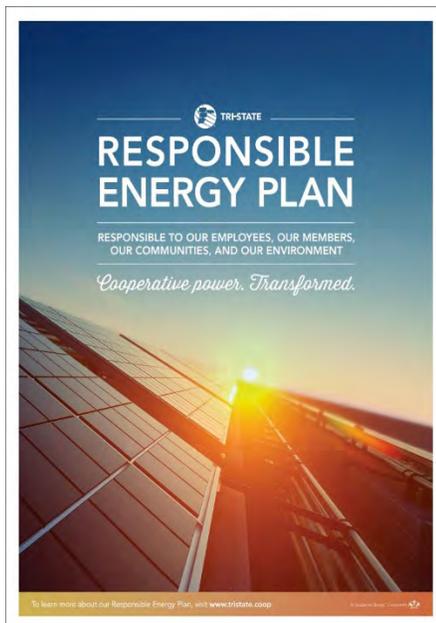
- Install or support the installation of electric vehicle charging stations
- Convert fleets to alternative fuel sources (use data to inform decisions)
- Work with utilities to ensure electrical infrastructure is prepared for electric vehicle charging loads

## 6. Energy/ Utilities

### 6.1. Sector Impacts

42% of greenhouse gas emissions in the county are from electricity generation, 19% of the total county footprint comes from natural gas and propane. Nearly all utility energy is consumed in buildings with a small amount of electric power being used for ski operations and other commercial processes and operations. Building efficiency will reduce consumption of electricity and gas but the biggest opportunity to reduce emissions from the Energy/Utilities sector is by changing electric generation.

The electric sector in the Gunnison valley is served by GCEA and the City of Gunnison. Each receive power from wholesale power providers under long-term contracts that require all power purchased by the utility to come from the wholesale power provider with carve outs for small amounts of self-generated energy or power purchases from local renewable projects.



GCEA's wholesale power provider is Tri-State generation. In 2015 Tri-State's emission factor which is a measure of GHG emissions per kWh of power produced was 0.735 kgCO<sub>2e</sub>/kWh. The City of Gunnison's wholesale power provider is Municipal Energy Agency of Nebraska (MEAN). The City also receives an allocation of hydro energy from the Western Area Power Administration (WAPA) which accounts for about 30% of the City's power supply. The resulting emissions factor of the City of Gunnison utilities from combined power from MEAN and WAPA in 2015 was 0.510 kgCO<sub>2e</sub>/kWh.

## 6.2. Opportunities and barriers; what has been done by other utilities

### 6.2.1 Utility Scale Renewables

In late 2019 Tri-State announced its intention to reduce its emission in line with the State's goals. Tri-State also became regulated by the Public Utilities Commission which has the power to enforce emissions reductions mandated by the State. Tri-State's "Responsible Energy Plan" promises a 70% reduction in CO<sub>2e</sub> emissions by 2030 from the 2005 baseline. This major change in Tri-State's future strategy includes closing all of its Colorado coal generation resources and building more than 1 gigawatt of additional utility scale renewable resources.<sup>8</sup>

In the fall of 2019 the City of Gunnison announced plans to negotiate a power supply contract with their wholesale power provider to provide the City with wind energy to replace the portion of their power supply that is derived from fossil fuels and compliment the large portion of hydro energy the utility already receives.

The changes in electric utility emissions factors will dramatically lower GHG emissions from the Gunnison Valley resulting in a reduction in emissions of over 30%. However, they also present an opportunity to go even further through beneficial electrification of the building and transportation sectors. As discussed in section 4; building electrification and the use of both ground source (geothermal) and air source heat pumps will reduce energy used by buildings and when that electrical energy comes from low carbon sources the cumulative effect is even greater GHG reductions. Similarly, cleaner electricity offers will make electric vehicles more impactful in reducing emissions. It a tacit trade; as utilities invest in renewables and the grid becomes cleaner there is more incentive to promote the use of electricity in place of fossil fuels for both buildings and transportation.

Locally both the City of Gunnison and GCEA have opportunities to build utility scale renewable projects up to a limit based on a percentage of their total use. GCEA is actively working to develop hydro power at the Taylor Dam and is also working to develop grid scale solar installations. The City of Gunnison is collaborating with the County to develop a grid scale solar array at the airport.

### 6.2.2 Distributed Renewables

Distributed renewables, owned or leased by the customer rather than the utility is another way to integrate renewables into the grid. Both electric utilities offer net-metering options for distributed renewables. The percentage of consumers who have taken advantage of the net-metering policies is small but as the cost of solar panels continues to fall and if finance rates continue to stay low, more consumers may invest in their own solar arrays.

## 6.3. Feedback from conference

Tri-State's announcement of their plan to close coal generation plants and invest in renewables at a large scale dominated the discussion at the conference, along with the City of Gunnison's public discussion of a wind power purchase. The prospect of both utilities reducing their emissions factor's by large margins was welcome news and set an optimistic tone for the discussion of utilities and the ability to reduce emissions across sectors. The goals set for utility emissions reduction were in-line with the announcement from Tri-State for GCEA. For the City a reduction of 80% from 2015 levels was assumed

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<sup>8</sup> <https://www.tristategt.org/sites/tristategt/files/PDF/Responsible-Energy-Plan/Tri-State-Responsible-Energy-Plan.pdf>

based upon the City's goal of 100% wind power to supplement their hydro power. The City's electric emissions were not assumed to be zero because of an acknowledgement that the utility will still rely on some fossil fuel generation during times that wind and hydro cannot meet demand. The 80% reduction from 2015 still represents a very low electric emissions factor.

Other feedback includes:

- Build local solar arrays
- Develop geothermal generation at Waunita
- Include renewables in long-term land use planning
- Create pathway for renewable project review in LUR
- Continue to support the State's goals and the PUC regulatory authority

#### 6.3.1. Forecast based on conference goal

Wholesale electric utilities achieving the emissions reductions discussed above will result in emissions factors of:

- GCEA: 0.227 kgCO<sub>2e</sub>/kWh
- City of Gunnison: 0.157 kgCO<sub>2e</sub>/kWh

These lower emissions factors are forecast to reduce emissions from the Gunnison Valley by 30% by 2030 including forecasted growth and with no other action

#### 6.4. Recommendations

- Support local renewable projects by creating processes for review in land-use planning, renewable projects often cover large areas but have much different impacts than large commercial or residential development.
- Continue to monitor PUC proceedings and advocate for aggressive planning and enforcement of the transition to low-carbon electricity generation.
- Utilize publicly owned parcels (where appropriate) for grid scale renewable projects or community solar (subscription) projects
- Encourage on-site renewables like rooftop PV by creating an easy review process and removing barriers like architectural controls.
- Develop Renewable Energy Mitigation Program similar to Aspen with proceeds benefitting low-income households, potentially through GVHEAT

## 7. Waste

### 7.1. Sector Impacts

Waste represents around 8% of total emissions from the valley. Emissions related to waste mostly come from the decomposition of organic waste and the generation of methane with that decomposition occurs anaerobically which is generally the case in landfills.

### 7.2. Opportunities and barriers; what has been done in other communities

A couple of opportunities exist to mitigate waste related emissions:

- Reduce organic waste being landfilled by diverting it to composting or digestion facility (digestion would result in methane used to displace natural gas)
- Eliminate methane escaping into by flaring it on-site as it is generated at the landfill (generates CO<sub>2</sub>)

Diversion of organic waste from the landfill is being done in several major cities and similar counties to Gunnison like Pitkin and Summit County, Utah. Diversion projects can produce feedstock for compost facilities or anaerobic digesters that generate renewable natural gas. Both will have ancillary emissions impacts including; transportation and material handling to combustion of methane in the case of anaerobic digestion. Challenges include:

- Land to operate large compost operation
- Logistics of further segmenting waste streams that already separate recycling from other waste
- Animal proof curbside containers
- Contamination and mixing of trash or recyclables with organics
- Sustainable business model

Opportunities include:

- Building upon experience the City has with Gunni Gold
- Teach and encourage backyard composting

### 7.3. Feedback from conference

The goal set at the conference was diversion of 50% of compostable organics from the landfill by 2030.

#### 7.3.1. Forecast based on conference goal

Diverting 50% organic waste will not reduce waste related emissions by 50% because of added material handling and hauling as well as CO<sub>2</sub> and Methane emissions that will occur in the process. We used a model created by the EPA called WARM<sup>9</sup> to estimate emissions impacts. The result of diverting 50% organic waste from the landfill is a 26% decrease in waste related emissions or a drop from 8% of total emissions to approximately 6%.

#### 7.3.2. Action items identified

1. Find space or spaces for composting
2. Develop operations programming – publicly managed pick up/drop off systems, private business opportunity, and/or community partnerships
3. Must be available and equitable for all community members
4. Animal proof containers
5. Develop education and outreach programming
  - a. Contamination issues
  - b. What is compostable/recyclable
  - c. How to compost/recycle
6. Plan and develop a community-scale composting operation
7. Backyard composting education/classes.
8. Develop/learn from Gunni Gold, WCU, others

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<sup>9</sup> <https://www.epa.gov/warm>

9. Educate and promote minimum waste lifestyle and circular economy opportunities
10. Maximize composting end product –Maximize sequestration opportunities
11. Grow and utilize community partnerships (Mountain Roots--alternative orgs to provide services)

#### 7.4. Recommendations

Set goal of diverting 100% of organic waste from the landfill by 2030. Work with local waste businesses to develop both local composting and/ or haul organic waste to commercial scale compost facility in Montrose County. Hauling waste to another county is not ideal but may be necessary to develop the market and create consumer habits that are necessary to develop a local compost facility that is sustainable. Feasibility studies and GHG forecasting of options needs to be completed to inform policy.

#### 7.5. Forecast based on recommendations

Diverting 100% of organic waste from the landfill by 2030 would reduce emissions from the waste sector by 73%.

## 8. Discussion/ Summary

### 8.1. Connection/ links to other priorities

#### 8.1.1. Sustainable Tourism

Tourism is a main driver of the economy in the Gunnison Valley. The Sustainable Tourism and Outdoor Recreation Committee (STOR) is working to address tourism-based impacts upon local landscapes through collaborative action of land management agencies, local government, and other stakeholders. The STOR group has not at this time addressed the impact tourism has upon GHG emissions. Opportunities exist to educate and encourage tourists and local recreationalists to lower their GHG footprint. Including developing a trailhead planning process that considers rideability and transit opportunities from population centers to reduce vehicle traffic at trailheads and VMT associated with activities.

#### 8.1.2. Affordable Housing

Affordable housing is a crisis for the Gunnison Valley. There is not enough housing available at price points that can be attained by workers in the median and low-income ranges. Additionally, the condition of much of the existing housing stock that is affordable is poor and uses more energy to heat than the average home. Improving the efficiency of existing housing stock will reduce the cost burden to heat homes and make them more affordable. Creating housing that is near jobs that can support the housing costs will reduce traffic and the associated emissions. Creative use of deed restrictions, housing efficiency standards, and land use processes including maintenance codes may offer opportunities to incent and fast track workforce housing and redevelopment of existing, blighted housing.

#### 8.1.3. Land Use

Land use planning can both reduce additional emissions through tactics like limiting sprawl. Also, promoting land management strategies that will lead to more carbon sequestration in soils can be achieved through supporting research and education efforts and by maintaining open spaces and working ranches. Land agencies like BLM and Forest Service may also have opportunities to maximize carbon sequestration through land management strategies. Carbon sequestration in landscapes is an intentional, active process that will require people to achieve. It will support ranchers, foresters, and others who manage lands and may bring added value and revenue to struggling industries.

#### 8.1.4. Economic Development

Local economic development and maintenance of existing economic engines is dependent upon the Gunnison Valley's landscapes and climate. Climate change poses a risk to our current uses and future growth because it increases the occurrence of unpredictable and unseasonal weather and precipitation. Greater variability and the likelihood of a dryer and hotter average climate threatens the stability of the ski industry, increases fire risk, and makes our forests more fragile and less resilient to recovering from human impacts. Though we cannot affect global climate change by the actions of this valley alone, we have a moral obligation and a financial obligation to the next generations to do what we can to reduce GHG emissions that lead to global anthropogenic climate change.

#### 8.2. Organizational Alignment:

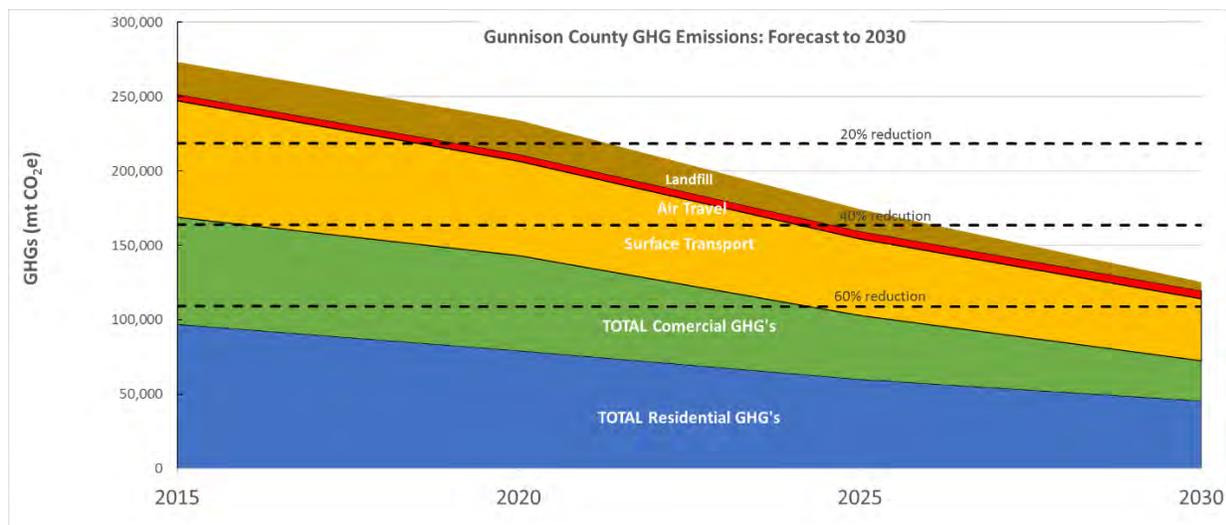
Each of the local governments in the Gunnison Valley has expressed interest and set goals around reducing emissions. Coordinated policy making among all of the local governments is necessary to reach the goals we need to achieve especially around the transit/ housing nexus and tourism related traffic and parking impacts. Building codes that are consistent and similar across the county will make adaptation by builders easier. As development continues to push out of the towns land use planning and coordination between municipalities and the County is and will continue to be necessary to minimize sprawl and meet growth demands.

Rather than sustainability being another program or plan, what is needed is organizational culture change that considers sustainability, energy use, and emissions in all decisions and plans. These issues should be a fundamental filter for decision making just as cost and community preference are.

### 9. Conclusion

#### 9.1. Forecasted greenhouse gas reduction of combined recommendations

When the greenhouse gas savings from all recommendations for each sector discussed are applied together the result is a forecasted emissions reduction of greater than 50% from 2015 levels by 2030.



These results are in alignment with the IPCC recommendations to stay within a 1.5-degree Celsius global warming scenario. This modeled path is possible but will take enormous effort by local and state government, business, and the citizens of the Gunnison Valley. The co-benefits of the actions needed to achieve this goal are: cleaner air, a vibrant economy, better housing, less traffic, and lower energy costs.

## Final Thoughts

Citizens and leaders in the Gunnison Valley have been aware of the threat of climate change for a long time. Several efforts to measure the valley's carbon footprint and reduce it have been undertaken and progress has been made, but results are lagging goals. In 2016 Gunnison County commissioned a new carbon footprint baseline report that was completed by Dr. Abel Chavez and the Community Solutions Incubation + Innovation (CS2I) Lab and Western Colorado University based on 2015 GHG emissions levels. The report revealed little change in overall emissions from the prior report that was based on 2005 levels, however direct comparisons are difficult because methodologies have changed.

The 2015 GHG emissions baseline highlighted the need for additional action. Subsequently the Town of Crested Butte commissioned a GHG baseline report and developed a Climate Action Plan with aggressive goals to reduce emissions both in the Town's operations and community-wide. The City of Gunnison also incorporated climate goals into its 2019 Master Plan. With momentum developing and community demands for climate action becoming stronger the One Valley Leadership team along with community members and volunteers at the Gunnison Valley Climate Conference in January 2020 provided a broad outline and a path toward large reductions in greenhouse gas emissions. The conference attendees and stakeholders were able to model reductions of 50% which align with IPCC targets to contain climate change to 1.5 degrees Celsius. This is an important and encouraging outcome. The 50% reduction in emissions was not set as a aspirational goal but rather was derived from the hard work of analyzing each sector contributing to the valley's overall emissions and discussing practical application of strategies and modeling their likely impact on emissions. Change of this magnitude will likewise not be affected through proclamation, but will instead require policy, regulation, and reinforcement of the goal in organizational decision making to reduce emissions at nearly every level of local government. Climate change mitigation must become incorporated into the culture of intuitions and our community to be successful. The effort put forth by this generation will result in outcomes enjoyed by the next, we have a moral obligation to ensure success.

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

**Agenda Item:** Renewable Gas Legislation, SB20-150

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase for John Cattles

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/20/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/20/2021

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 20

Agenda Date: 1/26/2021

John Cattles  
Sustainable Operations Director



To: Board of County Commissioners  
CC: Matthew Bernie, County Manager  
From: John Cattles, Gunnison County  
Date: 1/7/2021  
RE: Proposed legislation: SB20-150

#### Memo

During the upcoming legislative session State representatives will consider legislation adopting a renewable gas standard. This legislation would set minimum requirements of renewable natural gas (RNG) sales for natural gas utilities. Renewable natural gas is derived from anaerobic decomposition of organic matter such as organic landfill waste, animal waste, and wastewater. Utilizing RNG in place of fossil natural gas can reduce greenhouse gas emissions; both are chemically the same of similar gases and the burning of them emits the same amount of greenhouse gases, however, renewable natural gas is derived from organic matter that is currently active in the planet's carbon cycle whereas fossil natural gas is extracted from sources that have been captured in the earth for millions of years. Additionally, methane that is the source of renewable gas is often simply passively released into the atmosphere from landfills and other activities, contributing to greenhouse gas emissions. Mitigation of anthropogenic climate change will require dramatic reductions in carbon emissions beginning now, burning renewable natural gas is not carbon neutral but it does put to work a resource that is often being released as methane and reducing the use of fossil fuels. Utilizing renewable gas for an energy need that would otherwise be fulfilled by a fossil fuel resource represents a reduction in carbon emissions and is a resource that is available and economically feasible right now. The emissions report on the proposed legislation by the Legislative Council Staff estimates the legislation would reduce greenhouse gas emissions by 0.4 million metric tons annually in the first 5 years, doubling after 2030, and tripling after 2035 to 1.2 million metric tons annually. The analysis assumes that RNG will replace fossil natural gas and current fossil natural gas uses like building heat. However, if RNG is used to replace diesel and gasoline the environmental impact is greater. A study commissioned by the Colorado Energy Office in 2019 revealed that the use of RNG in vehicles could reduce CO<sub>2</sub> emissions by 1.4 million mt. annually, now (Tomich & Vos, 2019).

The proposed legislation simply requires a percentage of natural gas sold by utilities to be RNG starting in 2025, the percentage escalates every 5 years. It creates the 'supply' but does not address the end use of the fuel. Environmental groups have criticized the effort as "greenwashing" that could give building owners excuse to delay electrification of buildings which combined with a rapidly decarbonized electric grid could contribute to massive GHG reductions. These criticisms have merit, but if the legislation also included the adoption of a low carbon fuel standard (LCFS) for vehicles then a 'demand' would be also created that would direct RNG to the more beneficial replacement of diesel in vehicle use rather than simply offsetting natural gas use in buildings. Alternative fuel options for vehicles, especially trucks and heavy vehicles are much more limited with natural gas being the best, market ready, and proven option. The Colorado Energy Office commissioned a report on the feasibility of a LCFS that was completed in September of 2020 (ICF Resources, 2020). The report indicated that producers of low carbon fuel in

Colorado currently export those fuels or the credits generated by them to states with an LCFS. It also estimated that the adoption of a LCFS in Colorado would result in a 10% carbon intensity reduction and impacts would be greater if connected with other programs like the recently adopted “California vehicle standards” (low emissions vehicle- LEV and zero emission vehicle- ZEV).

Gunnison County currently contracts with Trillium CNG to provide at least 25,000 gas gallon equivalents of compressed RNG for our CNG fleet. Research commissioned by Gunnison County and completed by Dr. Abel Chavez estimated that the use of RNG in the RTA transit buses reduces greenhouse gas emissions by 111 metric tons per year per bus compared to a diesel bus (Chavez, 2018). Dr. Chavez’s research also showed that an electric bus contributes to more greenhouse gas emissions than diesel using our current electric grid. Chavez’s analysis did not include electric range loss due to cold operating temperatures which would increase emissions from electric vehicles; a study by AAA in 2019 found that electric vehicles can lose up to 40% of range when operating in temperatures of 20 degrees F (AAA, 2019). Currently CNG remains the best alternative fuel choice for County fleet vehicles including light trucks, buses, and heavy vehicles, when the fuel source is renewable gas the environmental benefits far exceed other options.

During negotiations with Trillium to get RNG they indicated that California’s “Low Carbon Fuel Standard” (LCFS) had created a marketplace that was dominating the RNG market and very little supply was available that was not already committed to California markets. The proposed renewable gas standard legislation in Colorado differs from the LCFS but would nevertheless create a competitive marketplace for RNG in Colorado and give the County an opportunity to supply all of the CNG fleet with RNG.

The legislation does include coal mine methane (CMM) that is actively venting into the atmosphere as a source for utilities to count toward the standard. With no pipeline access in the Somerset area it is unlikely that methane from those mines would become valuable to utilities and be captured and utilized.

I recommend that the Board support the passage of SB20-150 an additionally express support for further legislation to adopt a Low Carbon Fuel Standard in Colorado.

## References

- AAA. (2019). *AAA Electric Vehicle Range Testing*. Retrieved from <http://www.aaa.com/AAA/common/AAR/files/AAA-Electric-Vehicle-Range-Testing-Report.pdf>
- Chavez, D. A. (2018). *Transportation Life Cycle Analysis for Gunnison County*.
- ICF Resources. (2020). Retrieved from <https://drive.google.com/file/d/11zczj8ieUzNbxMvlob9HJCctyzJGVYF3/view>
- Tomich, M., & Vos, P. (2019). *Renewable Natural Gas (RNG) in Transportation: Colorado Market Study*. Energy Vision. Retrieved from <https://drive.google.com/file/d/1AXgODFFsZ5Tm1Fp3feEH8vTnUxVEhbFt/view>