

1 - September 21, 2021 Agenda REVISED

2a, 2b - Public Hearings_Liquor Lic Transfers_Retail License_Fermented Malt Beverage_Harmels Ranch Resort

2c - Alcohol Beverage Lic_Garlic Mikes

3 - Scheduling

4a - Ack of DCM signature_Agreement with USFS, Campground Patrol

4b - Second Lease Amendment Agreement_Williams Drilling Co_to March 31 2022

4c - Ack of CM Sig, Stimulus Funding App_GC Fairgrounds

4d - MOA_US Army Corps of Engineers_CO State Historic Preservation Office_CO Stone Quarries_Yule Creek Relocation

4e - Grant Application_CDPHE_Harm Reduction Services_Oct 2021 award date

4f - Letter of Intent_John Deere 1585 TerrainCut Mower_Gunnison-CB Airport

5 - MOU_WCU_Match of USFS grant_Facilitator for Data Collaboration Sharing

6 - Treasurers Reports

7c - August 2021 Cash Transfer Report

7d - Sales Tax - LMD Reports

8 - Hearing Petition for Abatement_R011147_Tyler and Hanah Hanson

10 - Land Use Resolution Amendments and Resolution

11 - Discuss_Mobile Home Park Oversight Program

12 - Johnson CO Trust Subdivision Exemption Plat

13 - Contract with Conservation Law PC_consultation_Mt Emmons Mining Co mine site

14_Scheduling_2022 Strategic Planning Retreat

15 - Appointment_Commissioner to CCI Legislative Committee

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA REVISION #1

DATE: Tuesday, September 21, 2021

Page 1 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(Remote Option, below)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30 am
- Call to Order
 - Public Hearing; Liquor License Transfer; Colorado Liquor Retail License Application; Harmel's Operations LLC dba Harmel's Ranch Resort
 - Public Hearing; Liquor License Transfer; Colorado Fermented Malt Beverage Application; Harmel's Operations LLC dba Harmel's Ranch Resort
 - Alcohol Beverage License #26-34997-0000; Tre Amici Corp dba Garlic Mike's; Effective Dates 9/14/21 – 9/14/2022
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:35 am
- Call to Order; Agenda Review
 - Scheduling
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Acknowledgment of Deputy County Manager's Signature; Cooperative Law Enforcement Annual Operating Plan & Financial Plan; Gunnison Co Sheriff's Office; USDA Forest Service, Grand Mesa, Uncompahgre and Gunnison Nation Forest; CY2021; \$5,500 Annually
 2. Second Lease Amendment Agreement; Williams Drilling Co. Inc; Term of Lease extended to March 31, 2022
 3. Acknowledgment of County Manager's Signature; Stimulus Funding Application; Colorado Department of Agriculture; Gunnison County Fairgrounds; \$15,000
 4. Memorandum of Agreement; US Army Corps of Engineers; Colorado State Historic Preservation Office; Colorado Stone Quarries, Inc; regarding the Colorado Stone Quarries, Inc Yule Creek Relocation Project
 5. Grant Application; Colorado Department of Public Health & Environment; Expand Program for Harm Reduction Services in Gunnison County; October 2021 award date
 6. Letter of Intent; Deere & Company; Gunnison-Crested Butte Regional Airport; Purchase and delivery of a John Deere 1585 Terrain Cut & attachments; Sourcewell Contract 031121-DAC; \$44,124.76
 - County Manager's Reports
 - Deputy County Manager's Reports and Project Updates
 1. Memorandum of Agreement; Western Colorado University; Gunnison County match of US Forest Service Grant Award; for Collaboration, Share-information, Data-gathering; \$11,500
 - Treasurer's Reports
 - Vouchers and Transfers
 1. September 2021 Accounts Payable Report
 2. July 2021 Purchase Card Report
 3. August 2021 Cash Transfer Report
 4. Sales Tax - LMD Reports

*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 REVISION #1

DATE: Tuesday, September 21, 2021

Page 2 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(Remote Option, below)

- 9:00 am • Hearing; Petition for Abatement of Refund of Taxes; Property Tax Year 2020; R011147; 20094 State Hwy 149, Powderhorn, Colorado; Tyler J and Hannah C Hanson, Owners
- 9:10 am • ~~CANCELED: Dos Rios Village Townhomes; LUC Review of Planning Committee recommendations; LUC-20-00015, Simco Ventures, LLC; and 1. Resolution; A Resolution Approving the Application for Dos Rios Village Townhomes Luc-20-00015, Simco Ventures, LLC~~
- 9:20 am • Land Use Resolution Amendments; and
1. Resolution; A Resolution Amending the *Gunnison County Land Use Resolution*
- 9:25 am • Discussion; Mobile Home Park Oversight Program
- 9:45 am • Johnson Colorado Trust Subdivision Exemption Plat; Lots 1 and 2 Wolf Canyon Subdivision; LUC-21-00033
- 9:50 am • Contract with Conservation Law, P.C. to provide consultation services in relation to the Mount Emmons Mining Company mine site
- 9:55 am • Scheduling: 2022 Strategic Planning Retreat
- 10:00 am • Appointment; Commissioner Designate / Voting Member; Colorado Counties, Inc. October 8, 2021 Legislative Meeting
- 10:05 am • Discussion; Wonderland Nature School and COVID Impacts
- 10:25 am • **BREAK**
- 10:30 am • **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

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/88336680665?pwd=MVhiUzIBZnRrNjdma0JoUllXUzRaUT09>

Meeting ID: 883 3668 0665

Passcode: 149941

One tap mobile

+16699006833,,88336680665#,,,,*149941# US (San Jose)

+12532158782,,88336680665#,,,,*149941# US (Tacoma)

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Liquor License Transfer; Colorado

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

These are two liquor license transfers; one is a liquor retail license application, and the other a fermented malt beverage application. These have been public noticed so need to be on the 9/21/2021 agenda. All documents needed for transfer are on file with Colorado DOR and County Clerk.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and flagged some inconsistent answers and missing information. Understand all necessary attachments on file with state and clerk. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 9/17/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 9/17/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/21/2021

COPY

Mailed 8-12-2022

received 8-11-2021

DR 8404 (01/22/20)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

03-01581

Application form with sections for License Type, Applicant Information, Premises Information, Fees, and License Information. Includes checkboxes for 'New License', 'Transfer of Ownership', etc., and a detailed fee schedule.

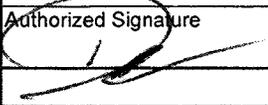
Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name Harmel Operations LLC Harmel Dist		Type of Lic LL	Account Number 03-01581	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.				<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?				<input type="checkbox"/> <input checked="" type="checkbox"/>
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?				<input type="checkbox"/> <input checked="" type="checkbox"/>
13 b. Are you a Colorado resident?				<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.				<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?				<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
<input type="checkbox"/> Ownership <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Other (Explain in Detail) <u>Purchasing on August 10, 2021</u>				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord		Tenant		Expires
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.				<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name		First Name		Date of Birth
Last Name		First Name		Date of Birth
				FEIN or SSN
				FEIN or SSN
				Interest/Percentage
				Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)				<input type="text"/>
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?				<input type="checkbox"/> <input checked="" type="checkbox"/>
If "yes" a copy of license must be attached.				

Name Harmels Operation LLC DBA Harmels Resort	Type of License 	Account Number 03-01581		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
c. How long has the club been incorporated?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Reynolds		First Name of Manager David		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Last Name of Manager Reynolds		First Name of Manager David		
26. Tax Information.				
a. 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="checkbox"/> No <input checked="" type="checkbox"/>		
b. 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="checkbox"/> No <input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name David H Reynolds	Home Address, City & State 17830 Hanson Rd, Cedaredge, CO	DOB 12/14/68	Position Member-Mgr	%Owned 50
Name Terri D Reynolds	Home Address, City & State 17830 Hanson Rd, Cedaredge, CO	DOB 06/09/70	Position Member-Mgr	%Owned 50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name Harmels Reparatons LLC Harmels Remt		Type of License	Account Number 03-01581	
Oath Of Applicant				
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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title David H Reynolds, Mgr		Date 8-11-21
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority 8-11-2021		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 9-21-2021		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One)				
<input checked="" type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?				Yes <input type="checkbox"/> No <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				Yes <input type="checkbox"/> No <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for Gunnison County		Telephone Number 970-641-7641		<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

received
 8-11-2021
 ✓

received
 9-1-2021
 18

Colorado Fermented Malt Beverage License Application

<input type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input checked="" type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ _____ • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation <p style="text-align: center;">Harmels Operations, LLC</p>			FEIN <p style="text-align: center;">87-1744355</p>
2a. Trade Name of Establishment (DBA) <p style="text-align: center;">Harmels Ranch Resort</p>		State Sales Tax No. <p style="text-align: center;">94943745</p>	Business Telephone <p style="text-align: center;">970-712-4526</p>
3. Address of Premises (specify exact location of premises) <p style="text-align: center;">6748 County Rd 744</p>			
City <p style="text-align: center;">Almont</p>	County <p style="text-align: center;">Gunnison</p>	State <p style="text-align: center;">CO</p>	ZIP Code <p style="text-align: center;">81210</p>
4. Mailing Address (Number and Street) <p style="text-align: center;">6748 County Rd 744</p>		City or Town <p style="text-align: center;">Almont</p>	State ZIP Code <p style="text-align: center;">CO 81210</p>
5. Email Address <p style="text-align: center;">dave@impactmhc.com</p>			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA) <p style="text-align: center;">Harmels Ranch Resort</p>		Present State License No. <p style="text-align: center;">03-01581</p>	Present Class of License <p style="text-align: center;">FMB-Off</p>
		Present Expiration Date <p style="text-align: center;">6-17-2022</p>	
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage Beer License Fees	
<input type="checkbox"/> Application Fee for New License \$1,550.00		<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25	
<input type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,650.00		<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50	
<input checked="" type="checkbox"/> Application Fee for Transfer \$1,550.00		<input checked="" type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City) \$96.25	
		<input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County) \$117.50	
		<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25	
		<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50	
		<input type="checkbox"/> Master File Location Fee \$25.00 x _____ To _____	
		<input type="checkbox"/> Master File Background \$250.00 x _____ Total _____	
Questions? Visit www.colorado.gov/enforcement/liquor for more information Do Not Write in This Space - For Department Of Revenue Use Only			
Liability Information			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total <p style="text-align: center;">\$ 1646.25</p>

Application Documents Checklist and Worksheet

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	<p>Applicant Information</p> <p><input checked="" type="checkbox"/> A. Applicant/Licensee identified</p> <p><input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application</p> <p><input checked="" type="checkbox"/> C. License type or other transaction identified</p> <p><input checked="" type="checkbox"/> D. Submit originals to local authority</p> <p><input checked="" type="checkbox"/> E. Additional information required by the local licensing authority</p>
II.	<p>Diagram of the Premises</p> <p><input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11"</p> <p><input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)</p> <p><input type="checkbox"/> C. Separate diagram for each floor (if multiple levels)</p> <p><input checked="" type="checkbox"/> D. Bold/Outlined licensed premises</p>
III.	<p>Proof of Property Possession (One Year Needed)</p> <p><input type="checkbox"/> A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk</p> <p><input checked="" type="checkbox"/> B. Lease in the name of the applicant ONLY (matching question #2)</p> <p><input type="checkbox"/> C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant</p> <p><input type="checkbox"/> D. Other agreement if not deed or lease</p>
IV.	<p>Background Information (DR 8404-I) and Financial Documents</p> <p><input checked="" type="checkbox"/> A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)</p> <p><input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State.</p> <p style="margin-left: 20px;">The Vendors are as follows:</p> <p style="margin-left: 20px;">IdentoGO – https://enroll.identogo.com/ Phone: (844) 539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs</p> <p style="margin-left: 20px;">Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227</p> <p><input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license</p> <p><input type="checkbox"/> D. List of all notes and loans.</p>
V.	<p>Sole Proprietor/Husband and Wife Partnership (if applicable)</p> <p><input type="checkbox"/> A. Form DR 4679</p> <p><input type="checkbox"/> B. Copy of State Issued Driver's License or Identification Card for each Applicant</p>
VI.	<p>Corporate Applicant Information (If Applicable)</p> <p><input type="checkbox"/> A. Certificate of Incorporation</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p> <p><input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)</p>
VII.	<p>Partnership Applicant Information (If Applicable)</p> <p><input type="checkbox"/> A. Partnership Agreement (general or limited).</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p>
VIII.	<p>Limited Liability Company Applicant Information (If Applicable)</p> <p><input checked="" type="checkbox"/> A. Copy of Articles of Organization</p> <p><input checked="" type="checkbox"/> B. Certificate of Good Standing</p> <p><input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable)</p> <p><input type="checkbox"/> D. Certificate of Authorization if foreign LLC (out of state applicants only)</p>

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>			
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) been denied an alcohol beverage license?	<input type="checkbox"/> <input checked="" type="checkbox"/>			
(b) had an alcohol beverage license suspended or revoked?	<input type="checkbox"/> <input checked="" type="checkbox"/>			
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/> <input checked="" type="checkbox"/>			
If you answered yes to 8a, b or c, explain in detail on a separate sheet				
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	<input type="checkbox"/> <input checked="" type="checkbox"/>			
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.	<input type="checkbox"/> <input checked="" type="checkbox"/>			
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.	<input type="checkbox"/> <input checked="" type="checkbox"/>			
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/> <input checked="" type="checkbox"/>			
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?	<input checked="" type="checkbox"/> <input type="checkbox"/>			
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:				
Landlord Harmels on the Taylor River, LLC	Tenant Harmels Operations, LLC			
Expires 8/2027				
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name n/a	First Name _____	Date of Birth _____	FEIN or SSN _____	Interest _____
Last Name _____	First Name _____	Date of Birth _____	FEIN or SSN _____	Interest _____
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
15. Name of Manager(s) for all on premises applicants.				
Last Name Reynolds	First Name David	Date of Birth 12-14-68		
16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
17. Tax Information.				
a. 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?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. 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.?				<input type="checkbox"/> <input checked="" type="checkbox"/>

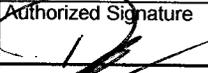
18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
David H Reynolds	17830 Hanson Rd, Cedaredge, CO	12/14/68	Member	50
Terri D Reynolds	17830 Hanson Rd, Cedaredge, CO	06/09/70	Member	50
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title David H Reynolds, Manager-Member	Date 08/31/21
---	--	------------------

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 8-11-2021	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
--	--

Each person required to file DR 8404-I has been:

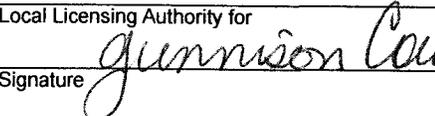
- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

- Date of Inspection or Anticipated Date 8-26-2021
- Upon approval of state licensing authority
- New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied
- New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for <i>Gunnison County</i>	Telephone Number 970 toll-free 76411	<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County
Signature 	Printed Name	Title
Signature (attest)	Printed Name	Title
		Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #26-34997-0000; Tre Amici Corp dba Garlic Mike's; Effective Dates

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 Tre Amici Corp DBA Garlic Mike's

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/9/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 9/21/2021



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #26-34997-0000
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

**TRE AMICI CORP DBA GARLIC MIKE'S
2674 HWY 135
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 09.14.2021 - 09.14.2022

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 9-2-2021 _____
Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**TRE AMICI CORP
dba GARLIC MIKE'S
2674 HWY 135
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 26-34997-0000	License Expires at Midnight September 14, 2022
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 8/24/2021 CM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Rec 7-28-21

GARLIC MIKE'S
2674 HWY 135
Gunnison CO 81230

Fees Due		
Renewal Fee		Waived due to 20B-001
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex	\$160.00 per facility	Waived due to 20B-001
Amount Due/Paid		\$

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

Licensee Name TRE AMICI CORP		Doing Business As Name (DBA) GARLIC MIKE'S		
Liquor License # 26-34997-0000	License Type Hotel & Restaurant (county)	Sales Tax License # 26349970000	Expiration Date 09/14/2021	Due Date 07/31/2021
Business Address 2674 HWY 135 Gunnison CO 81230		County Gunnison	Phone Number 9706412493	
Mailing Address 2674 HWY 135 Gunnison CO 81230		Email		
Operating Manager Michael T. Busse	Date of Birth 6/18/65	Home Address 414 S. Taylor ST. Gunnison CO 81230		Phone Number 970-596-3476
1. Do you have legal possession of the premises at the street address above? Yes No Are the premises owned or rented? <u>Owned</u> 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. Yes <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				
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. Yes <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				

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>Traci M. Busse</i>	Title <i>Owner/Secretary/Treasurer</i>
Signature <i>Traci M. Busse</i>	Date <i>7/26/21</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>Summit County</i>	Date <i>7-28-2021</i>
Signature <i>Ruby Simellion</i>	Title <i>County Clerk</i>
	Attest <i>Marie Tolowen</i> <i>-(7/28/2021)-</i>

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

September 17, 2021 – November 2, 2021

As of 8/13/2021

Board of County Commissioners

1. [BOCC Regular Meeting](#)
September 21, 2021, All Day @ BOCC Boardroom
[More Details](#)

2. [BOCC Work Session](#)
September 28, 2021, All Day @ BOCC Boardroom
[More Details](#)

3. [BOCC Regular Meeting](#)
October 5, 2021, All Day @ BOCC Boardroom
[More Details](#)

4. [Mayors & Managers Meeting - Hosted by Gunnison School District](#)
October 7, 2021, 12:00 PM - 1:30 PM
[More Details](#)

5. [BOCC Work Session](#)
October 12, 2021, All Day @ BOCC Boardroom
[More Details](#)

6. [BOCC Special Meeting - Budget Presentation](#)
October 15, 2021, All Day @ BOCC Boardroom
[More Details](#)

7. [BOCC Regular Meeting](#)
October 19, 2021, All Day @ BOCC Boardroom
[More Details](#)

8. [BOCC Work Session](#)
October 26, 2021, All Day @ BOCC Boardroom
[More Details](#)

9. [BOCC Regular Meeting](#)
November 2, 2021, All Day @ BOCC Boardroom
[More Details](#)

Gunnison-Hinsdale Board of Human Services

[Gunnison-Hinsdale Board of Human Services Meeting](#)
October 19, 2021, All Day @ BOCC Board Room
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Deputy County Manager's Signatur

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and United States Forest Service

Term Begins: 6/18/2021

Term Ends:

Grant Contract #: 20-LE-11020400-022

Summary:

This agreement allows the Sheriff's office to be paid for campground patrol while they are in areas doing their normal patrols

Fiscal Impact: \$5,500 paid by USFS

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/15/2021

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/13/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 9/21/2021



FS Agreement No. 20-LE-11020400-022

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
GUNNISON COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST**

2021 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gunnison County Sheriff's office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #20-LE-11020407-022 executed on July 9, 2020. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning on the date of the last signature and ending December 31, 2021.

Previous Year Carry-over: \$4,592.32
Current Calendar Year Obligation: \$ 907.68
CY2021 Total Annual Operating Plan: \$5,500

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
John Gallowich, Sheriff 510 Bidwell Gunnison, CO 81230 Telephone: 970-641-1113 FAX: 970-641-7649 Email: jgallowich@gunnisoncounty.org	<i>Adam Murdie</i> , Under Sheriff 510 Bidwell Gunnison, CO 81230 Telephone: 970-641-1113 FAX: 970-641-7649 Email: sjackson@gunnisoncounty.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Brandon Cervantes, Patrol Captain 2250 S Main St Delta, CO 81416 970-874-6624 FAX: 970-874-6698 Email: brandon.cervantes@usda.gov	Merna Fehlmann 2250 S Main St Delta, CO 81416 970-874-6606 FAX: 970-874-6686 Email: merna.fehlmann@usda.gov
Field Contact Mike Fuller 216 N Colorado St Gunnison, CO 81230 970-642-4428 Fax: 970-642-4469 Email: michael.fuller@usda.gov	Payment Approver Brandon Cervantes 970-874-6624 Email: brandon.cervantes@usda.gov Alternate Payment Approver (in NRM) Misty Mitchell 970-874-6638 Email: misty.mitchell@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$45 per hour

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities and day-to-day needs of both Gunnison County Sheriff and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following roads:

- Taylor Canyon/Taylor Park area, FDR #742, Rocky Brook/Spring Creek road, FDR #744/748
- Pitkin area, FDR #765 from Pitkin to Quartz Creek Campground
- Crested Butte area, FDR #317, from Gothic Town Site to Schofield Pass.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:



- Taylor Canyon/Taylor Park Campgrounds – all campgrounds including Spring Creek and Almont Campgrounds
- Crested Butte Area – Gothic, Cement Creek and Lake Irwin Campgrounds
- Paonia Patrol Area – Erickson Springs, McClure Pass, Lost Lake Campgrounds
- Pitkin/Ohio City Area – Quartz Creek, Pitkin, Gold Creek and Middle Court Campgrounds

Total reimbursement for this category shall not exceed the amount of: \$5,500.00.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Not Applicable this year

Total reimbursement for this category shall not exceed the amount of: Not Applicable

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Not Applicable this year

Total reimbursement for this category shall not exceed the amount of: Not Applicable

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.



- 2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
- 3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Annual Operating Plan (AOP). The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the AOP, less any previous U.S. Forest Service payments. **Please put FS Agreement Number and performance dates on the invoice.**

B.

<u>Submit original invoice(s) for payment to:</u>	<u>Send copy to:</u>
USDA, Forest Service Albuquerque Service Center Payments – Grants & Agreements 101B Sun Avenue NE Albuquerque, NM 87109 FAX: (877) 687-4894 E-Mail: asc_ga@fs.fed.us	Brandon Cervantes, Patrol Captain U.S. Forest Service Southwest Zone 2250 S Main St Delta, CO 81416 Phone: 970-874-6624 E-Mail: brandon.cervantes@usda.gov



C. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$5,500.00	100%
Training		
Equipment		
Special Enforcement Situations		
Total	\$5,500.00	100%

D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. See *Cooperative Law Enforcement Agreement Provision IV-D*.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

Sheriff John Gallowich

JOHN GALLOWICH, Sheriff
Gunnison County

06-16-2021

Date

CHAD STEWART, Forest Supervisor
U.S. Forest Service, Grand Mesa, Uncompahgre &
Gunnison National Forest

Date

Marlene A. Crosby

GUNNISON COUNTY COMMISSIONER
Deputy County Manager

6/18/21

Date

KENNETH PEARSON
Special Agent in Charge, Region 2

Date



The authority and format of this agreement have been reviewed and approved for signature.

Merna Fehlmann Digitally signed by Merna Fehlmann
Date: 2021.05.10 13:45:21 -06'00'

Merna Fehlmann
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Second Lease Amendment Agreement; Williams Drillin

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Williams Drilling, Inc.

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Extending the term of the original lease dated April 1, 2020 to now expire on March 31, 2022.

Fiscal Impact: Rent \$200/month

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/15/2021

County Attorney Review:

Required

Not Required

Comments:

First amendment to lease extended original end of one-year to 9/30/21, second amendment to extend again to 3/31/22. All other terms, like rent staying same, these amendments essentially give them a new year-long lease without re-negotiation. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 9/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 9/21/2021

LEASE AGREEMENT

An agreement is made and entered into on this 7TH ^{APRIL} day of 2020 by and between the Board of County Commissioners of the County of Gunnison a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Lessor") and Williams Drilling, INC., a Colorado corporation, whose address is 307 N Main St, ST 2A, Gunnison, Colorado 81230 (hereinafter "Lessee"); and

WHEREAS, Lessor owns the real property described as follows:

That portion of Gunnison-Crested Butte Regional Airport property within the chain link fence (Colman Lot) located on the east side of the airport operations building and the airport security fence on the south side of the parcel, (herein the "Property"); and

WHEREAS, Lessee desires to lease from Lessor the Property, and Lessor desires to lease to the Lessee the Property; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Lessor and Lessee do hereby agree as follows:

1. GRANT OF LEASE.

Lessor hereby leases to the Lessee the Property for a commercial storage area and to occupy and use the same only as set forth in this Lease Agreement.

2. TERM OF LEASE.

The term of this Lease Agreement shall commence on April 1st 2020, and shall continue month to month through March 31st, 2021, unless otherwise terminated or extended under the terms of this Lease Agreement or by mutual agreement of the Lessor and Lessee.

3. LEASE IS NONEXCLUSIVE.

Lessor expressly reserves the right to enter and use the Property, to construct improvements for any and all purposes that will not substantially **interfere with Lessee's use.**

4. CONSIDERATION.

In full and complete consideration of the rights granted herein, Lessee shall pay Lessor Two Hundred U.S. Dollars (\$200.00) per month. Said payment shall be payable to the Gunnison County Finance Department and forwarded by U.S. mail to 200 East Virginia, Gunnison, CO 81230. Payments shall be made in a timely manner and received no later than the 15th of every month.

5. UTILITIES.

There are no utilities located or to be provided on the leased Property.

6. USE OF PROPERTY.

Lessee shall use the Property exclusively and only for a commercial storage area. Lessee agrees to conduct its uses of the Property in an orderly and good workmanship manner. Lessee, its agents, and employees, will not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of the Property. There shall be no alcohol allowed on the Property.

7. FURTHER ORDERS. RULES AND REGULATIONS.

Lessor and Lessee agree that, during the term of this Lease Agreement, in addition to or notwithstanding any terms of this Lease Agreement, Lessor may adopt and enforce such orders, rules or regulations as in the discretion of the Lessor which are reasonably necessary for the administration, protection or maintenance of the Property.

8. OPERATIONS.

Lessee agrees to secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with the Lessee's business and use of the Property.

9. MAINTENANCE. REPAIRS AND IMPROVEMENTS.

During the term of this Lease Agreement, Lessee shall not modify, alter or reconstruct the Property without the prior written consent of Lessor.

All equipment placed by the Lessee at its expense in, on or about the leased Property, shall remain the items of the Lessee and Lessee shall have the right at any time during the term hereof or at its termination, to remove all such equipment.

10. TAXES.

Lessor shall keep the Property free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, county, state and federal) which may now or hereafter be imposed.

11. DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the term of this Lease Agreement notwithstanding anything herein to the Contrary, in the event the Property or any portion of it or any improvements to it are damaged or destroyed, partially or wholly, by fire or otherwise, Lessor shall be under no obligation whatsoever to repair, replace or rebuild the same or to provide substitute Property or improvements.

12. LIABILITY

The Lessee agrees to obtain and keep in force, throughout the term of this Lease Agreement, commercial general liability insurance, as follows:

A. For any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and

B. For an injury to two or more persons in any single occurrence, the sum of One Million and Ninety Three and No/100 U.S. Dollars (\$1,093,000.00).

Lessee shall also maintain in effect personal property insurance for Lessee's personal property. Lessee shall include Lessor in said policy as an additional insured. Lessee shall provide to Lessor with copies of appropriate insurance policies, as described above, within ten (10) days after the execution of this Lease Agreement. The insurance coverage required pursuant to this paragraph 10 shall remain enforce during the term of this Lease Agreement; no cancellation or reduction may be made without thirty (30) days written notice to Lessor. Lessee shall not allow the placement of any lien or other claim against the Property by reason of any improvements placed upon the Property, and shall indemnify, hold harmless and defend Lessor against any claim upon the premises or whatsoever.

Nothing in this Lease Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by the Lessor of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

12. INDEMNIFICATION.

During the term of this Lease Agreement, Lessee shall indemnify, hold harmless and defend Lessor, its Board of County Commissioners, its officers, agents and employees, against any claim for injury or damage caused by any act or omission of the Lessee or any other person arising from the use of the Property.

13. WARRANTIES.

Lessor makes no warranties, either express or implied, as to any matter whatsoever, including but not limited to, the condition of the Property.

14. OWNERSHIP.

The Property is, and shall at all times be and remain, the sole and exclusive property of Lessor, and the Lessee shall have no right, title, or interest therein or thereto.

15. DEFAULT.

Lessee shall be considered to be in default of this Lease Agreement upon failing to keep, perform and observe each and every other covenant, term or condition set forth in this Lease Agreement which failure continues for a period of more than 30 days after written notice from the Lessor of such breach or default.

No waiver of default by either party of any of the terms or conditions herein to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms or conditions herein contained to be performed, kept and observed by the other party.

16. TERMINATION.

This Lease Agreement shall be terminated if:

- A. Lessee is determined to be in default as set forth in paragraph 16 above; or
- B. Lessor determines that the Property is not being used for the purposes as set forth in this Lease Agreement or an alternative use of said Property would be more beneficial to the best interest of the public; or
- C. The Federal Aviation Administration requests that Lessor vacate the Property.

If this Lease Agreement is terminated, it is agreed that Lessor may retake possession of the premises upon thirty (30) days written notice to the Lessee and that Lessee shall surrender and return the Property to Lessor in good condition, normal wear and tear excepted.

17. NOTICES.

Service of all notices under this Lease Agreement shall be sufficient if sent via certified registered mail return receipt requested or to the following address:

Lessor: Board of County Commissioners
County of Gunnison, Colorado c/o County Manager's Office
200 East Virginia Avenue Gunnison, CO 81230

Lessee: Williams Drilling, Inc.
307 N. Main St., St 2A
Gunnison, CO 81230

18. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Lessor, Lessee shall not (a) assign, transfer, pledge, or hypothecate this Lease Agreement, or any part thereof, or any interest therein, or (b) convey, sublet or lend the Property or any part thereof.

19. NON-WAIVER.

The failure of either party to insist in any one or more instances upon compliance with any of the covenants, terms or conditions agreed upon and herein contained, or the failure of either party to exercise any option, privilege or right agreed upon and herein contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such covenant, term or conditions.

20. SEVERABILITY.

In the event any term, condition or provision contained in this Lease Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Lease Agreement, then at the option of such party, this Lease Agreement may be declared to be terminated.

21. GOVERNING LAW. JURISDICTION AND VENUE.

This Lease Agreement is entered into in the County of Gunnison, State of Colorado; and it is agreed that the property jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Lease Agreement, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

22. ENTIRE AGREEMENT.

Lessor and Lessee agree that the provisions contained herein constituted the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by Lessor and Lessee within the same formality as this Lease Agreement.

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

LESSOR:

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

By: 

Matthew Birnie, County Manager

ATTEST:


Deputy Clerk



LESSEE:

By: 

Frank Williams, Williams Drilling INC.

SECOND LEASE AMENDMENT AGREEMENT

This Lease Amendment (the "Amendment") is made and entered into this _____ day of _____, 2021 by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO (the "County") and WILLIAMS DRILLING CO., INC. (the "Tenant").

RECITALS

WHEREAS, a lease was entered into by and between the Tenant and the County, dated April 7, 2020 (the "Lease"), covering that portion of Gunnison-Crested Butte Regional Airport property within the chain link fence (the "Colman Lot") located on the east side of the airport operations building and the airport security fence on the south side of the parcel (the "Property").

WHEREAS, the County and the Tenant now desire to amend the Lease by extending the term of the Lease;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Tenant agree to amend the Lease as follows:

1. TERM OF LEASE: The term of the Lease as identified in Section 2 shall be extended to March 31, 2022.

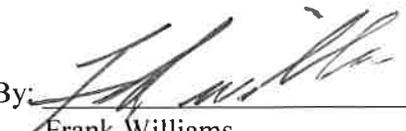
Except as amended above, all other terms and conditions of the Lease shall remain in full force and effect and are in all respects hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date listed above.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

By: _____
Matthew Birnie, County Manager

TENANT:
WILLIAMS DRILLING CO., INC

By:  _____
Frank Williams

ATTEST:

Deputy Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Other Approval of application and aknowledge County Manager signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant due Sept. 10, 2021. County Manager reviewed and signed. BOCC review

Fiscal Impact: \$15,000.

Submitted by: Melody Roper

Submitter's Email Address: mroper@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/15/2021

County Attorney Review:

Required

Not Required

Comments:

This apparently has already been submitted; not sure if it received any review by the CAO before it was. Recommend against submitting grant applications that do not first receive legal review, if that was indeed the case here. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/14/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 9/21/2021



COLORADO

Department of Agriculture

Ag Events Grant Application Information Sheet

Agriculture Events and County Fairs will be eligible to [apply](#) for this funding if they meet the following definitions:

- Ag Event - a public event held for the primary purposes of promoting or disseminating knowledge concerning, and encouraging the growth and prosperity of, all agricultural, stock raising, and horticultural industrial pursuits in a county or region of Colorado.
 - The Ag Event must have existed prior to the 2020 event
 - The Ag Event must show net losses comparable to fair type expenses for the 2020 event.
 - The Ag Event organization must be a non-profit.
 - The Ag Event was not deemed critical or essential during the pandemic.
- County Fair - an exhibition held for the purposes of disseminating knowledge concerning, and encouraging the growth and prosperity of, all agricultural, stock raising, horticultural, artistic, and other mechanical or industrial pursuits in a county or region. The county fair must incorporate agricultural exhibits or shows and include competitions for youth programs, and be recognized by one or more county commissions.
 - Demonstration of losses in 2020 is not required, however those who complete this portion of the application will be eligible for additional funding.

Forms to prepare for submission with your application:

- [Net losses statement](#) - this is for losses incurred in 2020 for the event only, not year round - required for Ag Events, optional for County Fairs;
- [W-9](#) for the entity that will receive payment if awarded;
- [Proof of insurance](#) (see a sample insurance form here if needed);
- [Electronic Funds Transfer Form](#) (recommended for faster distribution of funds);
- Ag Events will need to attach their non-profit documentation.

Please plan to include a brief statement describing how the funding will be used.

Ag Events will also need to provide a statement on how the event promotes or disseminates knowledge concerning and encouraging the growth and prosperity of, all agricultural, stock raising, and horticultural industrial pursuits in Colorado.

For questions on the application process please contact: cda_agstimulus@state.co.us.

[APPLICATIONS](#) MUST BE SUBMITTED BY FRIDAY, SEPTEMBER 10, 2021!

Gunnison County Fairgrounds
275 South Spruce Street
Gunnison, CO 81230
(970) 641-8561

Gunnison County Fairgrounds Ag Events Stimulus Funding Narrative

The Gunnison County Fairgrounds, also known as the Fred R. Field Western Heritage Center came to life in 1935. It was then group of business men and ranchers from the area came together and created the Gunnison County Fairgrounds. Since it's birth it has been a place for many 4-H fairs, horse shows and rodeos as well as a place for the community to gather.

In February of 2020 in the midst of preparation for the COVID-19 pandemic the Gunnison County Fairgrounds was chosen as an auxiliary hospital because of the ventilation system in the facility. The largest room in the Multi-Purpose Building has a floor covering made of porous rubber tiles, the hospital was concerned about the ability to sanitize the floor. Thus, the floor covering was removed and stored to be reinstalled after the pandemic. For the hospital there were cots, partitions, and numerous supplies set up in the large room as well as another room.

The month of July 2020 came and after preparing for months the local CSU Extension Office, their offices located in the Multi-Purpose Building, were able to have a modified 4-H Fair by spreading out across the fairgrounds and creatively using outside structures for their events. In addition, our rodeo, Cattlemen's Days, was held in September with a lower capacity and spread across the fairgrounds.

The inside of the building remained structured for an auxiliary hospital throughout the summer and into the fall of 2020. After receiving emergency use for a vaccine, the fairgrounds were chosen as the place to hold vaccination clinics. The multi-purpose building was reorganized and all the medical supplies and equipment were moved to one end of the largest room and the room was set for vaccination and testing clinics. The vaccine and testing clinics remained set up through May of 2021. Additionally, an ultracold freezer and two more refrigerated coolers were installed. There were 71 vaccine clinics held at the fairgrounds and 7 COVID testing clinics. This totals 16,000 vaccine doses administered.

During this 14-month period the Gunnison County Fairgrounds was unable to hold numerous community events and was left with a budget deficient in rental and user fees of \$15,342.00 for the year 2020.

The fairgrounds have active barrel racing and team roping clubs and the 4-H horse program is a strong one. They are home to junior rodeos, team sorts, 4-H horse clinics and shows. These events were allowed to continue, provided they followed safety protocols. Many agricultural events were unable to be held inside the facility. Some of these annual events including Ag Venture Day and Small Animal Show are hosted by the local Cattle Women association. CSU Extension, Rural Landowners Workshop, the local farmers market moved indoors for four markets in October. These agricultural events help promote ag to the youth in our valley in ways such as meet quality assurance, proper care for animals and the land, proper record keeping, and the general ranching and agricultural lifestyle. Additionally, the Gunnison County Stockgrowers Association holds annual meetings in the Multi-Purpose Building to discuss issues within the Gunnison Valley as well as ways to promote agriculture and preserve ranching. The local Cattle Women additionally hold meetings in the Multi-Purpose Building to discuss similar things.

Gunnison County Fairgrounds
275 South Spruce Street
Gunnison, CO 81230
(970) 641-8561

Although the Gunnison County Fairgrounds was privileged to hold the vaccine and testing clinics, they did not come without a cost. There was increased electrical costs to run the three freezers, considerably more sanding during winter months to ensure safety of all patrons, and an incredible number of cleaning and sanitizing supplies used. Additionally, we were unable to rent out the building due to storage of materials and the inability to return the rubber tiling to the floor until August 2021.

The Gunnison County Fairgrounds has not received any other stimulus funding throughout the entire COVID-19 Pandemic.

If awarded stimulus funding, the fairgrounds has multiple improvements planned for the grounds. The arena needs an additional \$5,000 worth of footing material. The livestock event panels are rusting and are in poor shape and need replaced. Each panel is \$345, and the fairgrounds would like to replace 20 panels for a cost of \$6,900.

Gunnison County Fairgrounds Manager



Melody Roper

Gunnison County Manager



Matthew Birnie

08/18/2021
10:18:52

GUNNISON COUNTY, COLORADO
HISTORICAL ACTUALS COMPARISON REPORT



ACCOUNTS FOR:
101 General Fund

FOR PERIOD 13 OF 2021
2018 ACTUALS 2019 ACTUALS 2020 ACTUALS 2021 ACTUALS CY REV BUDGET

01100000 Fairgrounds Management

01100000	44398	Fees	-7,265.06	-8,044.21	-4,175.00	-2,200.00	-9,000.00
01100000	44498	G7410 Donations	.00	.00	.00	-177.00	.00
01100000	44807	Transfer From Cons Trust	-60,850.00	-60,000.00	-10,891.00	-26,505.00	-30,000.00
01100000	44913	Rent	-30,910.00	-32,136.00	-20,662.78	15,648.00	5,500.00
01100000	44918	Rent-Waiver	3,384.00	5,497.00	2,152.00	-1,362.33	-600.00
01100000	44919	Laundry & Vending	-762.55	-528.20	-137.20	.00	.00
01100000	44929	Rebates	-178.18	-59.25	-204.37	.00	.00
		TOTAL Fairgrounds Management	-96,581.79	-95,270.66	-33,918.35	-14,596.33	-34,100.00
		TOTAL General Fund	-96,581.79	-95,270.66	-33,918.35	-14,596.33	-34,100.00
		TOTAL REVENUES	-96,581.79	-95,270.66	-33,918.35	-14,596.33	-34,100.00
		GRAND TOTAL	-96,581.79	-95,270.66	-33,918.35	-14,596.33	-34,100.00

Fees \$ 3,869.00
 Rent \$ 11,474.00
\$ 15,343.00 loss

08/18/2021
10:18:52

GUNNISON COUNTY, COLORADO
HISTORICAL ACTUALS COMPARISON REPORT
FOR PERIOD 13 OF 2021

Sequence	Field #	Total	Page Break
1	1	Y	Y
2	9	Y	N
3	0	N	N
4	0	N	N

Report title:
HISTORICAL ACTUALS COMPARISON REPORT

Report Through (P)eriod or (T)otal for years: T
Fiscal Year/Period for reports: 2021/13
Print totals only: N
Suppress zero balance accounts: Y
Print revenue as credit: Y
Print Full or Short description: F
Print Full GL account: N
Sort by Full GL account: N
Multiyear view: D

Summary of Net Losses for 2020 Event

Gunnison County Fairgrounds

This is money that was paid out related to your County Fair or Ag Event in 2020 that was not recovered.
 Net losses is event related expenditures minus event revenue.
 This does not include lost revenue or lost sponsorship dollars.

Row	Item	Amount	Source/Comment
A	Personnel costs: Such as salaries and wages of employees, contracts for professional services, judges		
B	Contracts: Such as rodeos, entertainment, concerts		
C	Competitive events: Such as trophies, medals, awards		
D	Public relations: Such as advertising, guides, etc.		
E	Operating costs: Such as supplies, telephones, utilities, insurance		
F	Property costs: Such as rentals, maintenance, trash removal services		
G	Other expenses not categorized above <i>Fees and Rent</i>	\$15,343.00	<i>Rental fees collected from groups using facility.</i>
H	Total Expenses Not Able to be Recovered	\$15,343.00	Sum of Row A through G
I	Event COVID-19 Relief Funding Award #1	0	
J	Event COVID-19 Relief Funding Award #2	0	
K	Event COVID-19 Relief Funding Award #3	0	
L	Event COVID-19 Relief Funding Award #4	0	
M	Total COVID-19 Relief Funding	\$0	Sum of Row I through L
N	Net Benefit / (Loss)	\$15,343.00	Row H - Row M



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way, Suite 700 Centennial CO 80111	CONTACT NAME: Tara Tinney		
	PHONE (A/C, No, Ext): 303 889 2590	FAX (A/C, No): 720-200-5118	
E-MAIL ADDRESS: Tara_Tinney@ajg.com			
INSURED Gunnison County 200 E. Virginia Gunnison, CO 81230	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Colorado Counties Casualty & Property Pool		
	INSURER B: County Worker's Compensation Pool		
	INSURER C: Pennsylvania Manufacturers Assoc Ins Co		12262
	INSURER D: Various (See Attached)		
	INSURER E: Arch Insurance Company		11150
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1051687342

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			PER PARTICIPATION CERT	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 250,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Member						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Member						MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$ 250,000	
							GENERAL AGGREGATE	\$ 250,000	
							PRODUCTS - COMP/OP AGG	\$ 250,000	
								\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Claims Made			PER PARTICIPATION CERT	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 250,000	
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			8221000951483	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 250,000						AGGREGATE	\$ 10,000,000	
								\$	
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCX005783206	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	<input type="checkbox"/> County Workers' Comp Pool <input type="checkbox"/> Prop, Mob Eq, Auto PD, XS <input type="checkbox"/> Excess Property			PER PARTICIPATION CERT PER PARTICIPATION CERT See Attached	12/31/2020 1/1/2021 1/1/2021	12/31/2021 1/1/2022 1/1/2022	\$875,000 DEDUCTIBLE \$500 Layered	\$ 150,000 See attachment	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers' Compensation SIR: \$875,000
 Carrier B: CWCP is a qualified Self Insured Pool and is reinsured by Carrier E
 Evidence of Insurance.

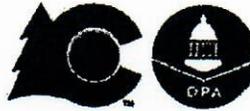
CERTIFICATE HOLDER**CANCELLATION**

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EFT DIRECT DEPOSIT
AUTHORIZATION FORM**



COLORADO
Office of the State Controller
Department of Personnel & Administration

SECTION I (DEPARTMENT USE) - PAYOR, STATE INFORMATION

STATE DEPARTMENT Colorado Department of Agriculture VCUST# _____
MAILING ADDRESS 305 Interlocken Parkway ADDRESS ID _____
CITY, STATE, ZIP Broomfield, CO 80021 VERIFIED BY _____
DEPARTMENT CONTACT _____
EMAIL _____ PHONE _____

SECTION II - PAYEE, VENDOR INFORMATION

VENDOR NAME Gunnison County PHONE 970-641-7664
D/B/A (DOING BUSINESS AS, OPTIONAL) _____
MAILING ADDRESS 200 E Virginia Ave
CITY, STATE, ZIP Gunnison Co 81230
EMAIL (FOR REMITTANCE ADVICE) Kweak@gunnisoncounty.org

SECTION III - DEPOSITORY FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

INCLUDE A VOIDED CHECK (NOT A TEMPORARY CHECK OR DEPOSIT SLIP) OR SIGNED BANK LETTER THAT INCLUDES ALL INFORMATION REQUESTED IN THIS SECTION

BANK NAME Wells Fargo Bank NA BRANCH ADDRESS 909 N. Main Gunnison Co
ROUTING NUMBER 102000076 ACCOUNT NUMBER 7938639411
ACCOUNT TYPE CHECKING SAVINGS FOR FURTHER CREDIT (OPTIONAL) _____
PAYEE TAXPAYER ID NUMBER (SSN OR EIN, NO DASHES) 846000770
SHOULD ALL STATE OF COLORADO PAYMENTS TO THIS TAXPAYER ID USE THIS BANK ACCOUNT? YES NO
IF NO, PLEASE EXPLAIN _____

SECTION IV - AUTHORIZATION FOR DIRECT DEPOSIT SET UP, CHANGE, OR CANCEL

SET UP CHANGE CANCEL **FOR CHANGES ONLY**, PLEASE PROVIDE EXISTING ROUTING & ACCOUNT NUMBER
ROUTING NUMBER _____ EXISTING ACCOUNT NUMBER _____

I certify that I have the authority to execute this authorization. I hereby authorize the State of Colorado to initiate, change, or cancel EFT credit entries (deposits) and if necessary to reverse any incorrect EFT payments made in error to the bank account indicated above. In the event a reversal cannot be implemented, I understand the State will utilize any other lawful means to recover the deposited funds to which the payee was not entitled. This authorization is to remain in full force until the State has received written notification of cancellation in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME Debbie Dunbar TITLE Gunnison County Treasurer
SIGNATURE Debbie Dunbar DATE 9-3-2021

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
COUNTY OF GUNNISON

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **GOVERNMENT**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
200 E. VIRGINIA AVENUE

6 City, state, and ZIP code
GUNNISON, CO 81230

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	4		-	6	0	0	0	7	7	0
---	---	--	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Allison Jones* Date ▶ *01/01/2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement; US Army Corps of Engineer

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Corps File number SPK-2019-00889, Adverse Effects from the Colorado Stone Quarries, Inc. Yule Creek Relocation Project, Gunnison County, Colorado.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Edits to MOA to comply with representations made by CSQ in April regarding sufficient cultural mitigation. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 9/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 9/21/2021

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICE
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

SUBJECT: Corps File number SPK-2019-00889, Adverse Effects from the Colorado Stone Quarries, Inc. Yule Creek Relocation Project, Gunnison County, Colorado.

1. **WHEREAS**, the United States Army Corps of Engineers (USACE) administers issuance of permits pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and Section 10 of the Rivers and Harbors Act, 33 U.S.C. § 403; and
2. **WHEREAS**, Colorado Stone Quarries, Inc. (Proponent or Invited Signatory) relocated the Yule Creek, which involved the placement of materials in waters of the U.S., an action that USACE determined requires a permit pursuant to Section 404 of the Clean Water Act; and
3. **WHEREAS**, the Proponent submitted an application for an after-the-fact Department of the Army Individual Permit seeking USACE verification that the proposed Undertaking meets those terms and conditions; and
4. **WHEREAS**, the work and discharge that requires a Department of the Army permit constitutes an "Undertaking" as defined in 33 CFR 325, Appendix C(1)(f) and 36 CFR 800.16(y) under Section 106 of the National Historic Preservation Act (NHPA) (Undertaking); and
5. **WHEREAS**, the USACE defined the Undertaking's permit area and area of potential effects (APE) as the areas that have incurred construction and ground disturbance work as part of the Undertaking, including the relocation of a 1,500-foot-long section of Yule Creek (Attachment A); and
6. **WHEREAS**, the USACE consulted with the Colorado State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800, on the regulations implementing Section 106 of the NHPA (54 U.S.C. § 306108); and
7. **WHEREAS**, the USACE determined, and the SHPO concurred (SHPO Reference HC#57066), that the Marble Quarry Complex (5GN.1774) is eligible for inclusion in the National Register of Historic Places; and

8. **WHEREAS**, the USACE determined, and the SHPO concurred, that the Undertaking has resulted in direct effects constituting an adverse effect to this property; and
9. **WHEREAS**, the USACE consulted with the Proponent regarding the effects of the Undertaking on historic properties and invited it to sign this Memorandum of Agreement (MOA or Agreement) as an invited signatory (Invited Signatory); and
10. **WHEREAS**, the USACE consulted with Gunnison County and the Marble Historical Society regarding the effects of the Undertaking on historic properties, and has invited them to sign this MOA as Consulting Parties; and
11. **WHEREAS**, representatives from Gunnison County and the Marble Historical Society have accepted the USACE invitation to consult on the resolution of adverse effects as Consulting Parties; and
12. **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the USACE notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect finding with specified documentation, and the ACHP chose not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and
13. **WHEREAS**, the Proponent and Gunnison County are currently negotiating an easement (Easement) across certain portions of CSQ's property to provide for public access in association with stipulations to this MOA.
14. **WHEREAS**, the signatories to this MOA are the USACE and the SHPO (collectively Signatories, or individually a Signatory), and the Proponent is the Invited Signatory; and
15. **WHEREAS**, the phrase "parties to this Agreement" shall mean the USACE, the SHPO, and the Proponent, collectively; and the term "party" shall mean the USACE, the SHPO or the Proponent.

NOW, THEREFORE, the Signatories and the Invited Signatory to this MOA agree that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS.

The USACE shall ensure that the following measures are carried out:

- I. The USACE will make this MOA a special condition of the Department of the Army (DA) Individual Permit Number SPK-2019-00889. The Proponent will be responsible for complying with the terms of this MOA as a special condition and requirement of the Individual Permit.

- II. Interpretive Signage: Except as provided herein, within two (2) years of execution of this MOA, the Proponent will create and install five (5) interpretative and photographic signs that describe the history of the Marble Quarry Complex. The signage will be located along the Easement and associated historical quarrying interpretative trail in a publicly accessible area. Information gathered during the compilation of the professional documentation could be used for this interpretive display. The design and content of the interpretive signage will be reviewed and approved in writing by the USACE and the SHPO prior to being installed. Such approval shall satisfy this stipulation. The signage will meet the following requirements:
- A. At a minimum, the signage shall include a presentation of the Marble Quarry Complex's history and interpretation of the Quarry's historic significance.
 - B. The signage will consist of at least five (5) panels that may range in size from 2' by 3' up to 4' by 6'.
 - C. The signage shall be of professional quality.
 - D. The signage will be prepared by persons that possess the skills of a qualified historian, architectural historian, cultural resource specialist, exhibit specialist/graphic artist and/or by an organization that can create and design professional quality signage.
 - ~~E.~~ Consulting Parties will be provided a reasonable opportunity to comment on the draft panel materials, placement, design, layout and text.
 - ~~E-F.~~ Final approval of signage materials, placement, design, layout and text shall be at the discretion of the Consulting Parties, and in the event of a dispute between Consulting Parties, Gunnison County shall prevail.
 - ~~F-G.~~ The new signage will be available to the public permanently for a minimum of five (5) years.
 - ~~H.~~ The Proponent will be responsible for maintenance of the signage permanently for a maximum of five (5) years from the Effective Date of this MOA unless the MOA expires or is terminated earlier pursuant to the terms and conditions of this MOA.
 - ~~G.~~ The signage will be constructed of materials to ensure minimal maintenance and permanency, equal to the current proposal of etched bronze bolted to CSQ-mined Yule marble blocks.

The Signatories and the Proponent acknowledge that Easement negotiations between the Proponent and Gunnison County are currently ongoing and agree that should such negotiations not be completed in time for the Proponent to fulfill its obligations under Stipulation II within the allotted two-year period, the two-year deadline shall be extended pursuant to Stipulation VI of this MOA.

ADMINISTRATIVE STIPULATIONS

- III. **MONITORING AND REPORTING:** Prior to and no later than June 30th of each year from the date of final signature following the execution of this MOA until it

Commented [EG1]: CSQ's submission to USACE regarding the cultural mitigation on April 30, 2020 stated:

As the interpretive trail is part of the ROW agreement between the County and CSQ, full County approval is needed prior to ordering and constructing the signage. While this submittal and subsequent consultation with the SHPO will hopefully yield SHPO-approved language, the Gunnison County Board of County Commissioners (Commissioners) will have final authority on all language and construction details of signage to be placed within the County's ROW.

Commented [EG2]: CSQ's submission to USACE regarding the cultural mitigation on April 30, 2020 stated:

Pursuant to discussion among the parties, CSQ, USACE and Gunnison County (County) have agreed in principle that permanent signage for the County's Right of Way (ROW) and historical quarrying interpretative trail as described above will serve as sufficient and appropriate cultural mitigation to the Marble Quarry Complex (SGN.1774).

Commented [EG3]: CSQ's submission to USACE regarding the cultural mitigation on April 30, 2020 stated:

Final signage will be constructed so that minimal maintenance is required. While a final decision has not been made, tentative plans include etched bronze signs of 3' by 2' dimensions bolted to cleanly cut and lightly polished CSQ-mined Yule marble.

expires, is terminated, or the USACE and the SHPO determine that CSQ's obligations under this MOA are complete, the Proponent will provide all parties to this MOA a summary memo briefly detailing work undertaken pursuant to this MOA. The memo will include any proposed scheduling changes, any problems encountered, and any disputes, objections, or comments received, including those from the general public arising directly from the USACE's efforts to carry out the terms of this MOA.

- IV. **POST-REVIEW DISCOVERIES:** If properties are discovered that may be historically significant or unanticipated effects on historic properties are found, the Proponent will immediately cease all work at the project site and notify the USACE, Albuquerque District, Regulatory Division. Subsequently, the USACE will consult with the other Signatory and the Invited Signatory,, and the Consulting Parties if deemed appropriate by the USACE, regarding the discovery in accordance with 36 C.F.R § 800.13.
- V. **DISPUTE RESOLUTION:** Any Signatory or Invited Signatory to this Agreement may object at any time to any actions proposed or the way the terms of this MOA are being implemented. The objecting party must submit in writing to the USACE the reasons for, and a justification of, its objections. The USACE will consult with the objecting party and all other parties to this Agreement to resolve the objection within 30 calendar days. If the USACE determines that such objection cannot be resolved, the USACE shall so notify the other Signatories and Invited Signatory in writing and the USACE will:
- A. Forward all documentation relevant to the dispute to the ACHP within 30 calendar days after the USACE's initial determination that the objection cannot be resolved. The ACHP will provide the USACE with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final determination on the dispute, the USACE will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, the other Signatory, the Invited Signatory and the Consulting Parties, and provide them with a copy of such written response within 30 calendar days of receiving advice from the ACHP. The USACE will then proceed according to its final determination.
 - B. If the ACHP does not provide its advice regarding the dispute within the 30 calendar days, the USACE may make a final determination on the dispute and proceed accordingly. Prior to reaching such a final determination, the USACE will prepare a written response that takes into account any timely comments regarding the dispute from any of the Consulting Parties and provide its written response to all Consulting Parties within 30 calendar days.
 - C. The USACE's responsibilities to carry out all other actions subject to the

terms of this MOA that are not the subject of the dispute remain unchanged.

- VI. **AMENDMENTS:** Any Signatory or Invited Signatory may request that this MOA be amended by submitting such a request, in writing, to the other parties to this Agreement. The parties to this Agreement will consult with each other for up to 60 calendar days, or another time period agreed to by the parties to this Agreement, concerning the necessity and appropriateness of the proposed amendment. Any party to this Agreement may request the involvement of the ACHP during the amendment process. At the end of the consultation period, the USACE will provide an amended MOA for signature by the Signatories and Invited Signatory or a written statement describing why the USACE chose not to pursue an amendment to this MOA. Amendments will be effective on the date a copy of the amended MOA signed by all of the parties to this Agreement is filed with the ACHP.
- VII. **PROJECT MODIFICATIONS AND CHANGES:** Neither the Signatories nor the Proponent will alter any plan, scope of services, or other document that has been reviewed and commented on pursuant to this MOA without first affording the parties to this Agreement the opportunity to review the proposed change and determine whether it will require that this MOA be amended.
- VIII. **TERMINATION:** If any Signatory or Invited Signatory to this MOA determines that its terms will not or cannot be carried out, that party will immediately provide written notice to the USACE and the other Signatories stating the reasons for the determination. The USACE will then consult with all parties to this Agreement to attempt to develop an amendment per Stipulation VI, above. If within 60 days, or another time period agreed to by all Signatories, an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other signatories.
- Once the MOA is terminated, and prior to work continuing on the undertaking, the USACE must either (a) execute a MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The USACE will notify the Signatories as to the course of action it will pursue.
- IX. **DURATION:** This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the USACE may consult with the other Signatory and the Invited Signatory to reconsider the terms of the MOA and amend it in accordance with Stipulation VI, above.
- X. **Failure to Carry out the Terms of this MOA:** In the event that the Proponent materially fails to follow all terms of this MOA or conducts work beyond the scope of the Undertaking, the Proponent may be determined to be out of compliance with the terms and conditions of its Department of the Army Individual Permit. At

Memorandum of Agreement – The Colorado Stone Quarries, Inc. Yule Creek Relocation Project
Gunnison County, Colorado

its discretion, the USACE may take appropriate enforcement action against the Proponent to resolve Section 106 compliance.

- XI. **Effective Date:** This Agreement shall be effective as of the date last signed by the USACE, the SHPO, and the Proponent.

Execution of this MOA by the USACE, the SHPO and the Proponent and implementation of its terms evidence that the USACE took into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment.

Memorandum of Agreement – The Colorado Stone Quarries, Inc. Yule Creek Relocation Project
Gunnison County, Colorado

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICE
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

SIGNATORY:

Kelly Allen
Regulatory Division Chief,
U.S. Army Corps of Engineers

DATE

SIGNATORY:

[NAME]
[TITLE], State Historic Preservation Officer
Colorado State Historic Preservation Office

DATE

Commented [ZWSCC(4)]: Main reviewer: Mitchell K. Schaefer
MOA signatory: Holly Norton

Memorandum of Agreement – The Colorado Stone Quarries, Inc. Yule Creek Relocation Project
Gunnison County, Colorado

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICE
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

INVITED SIGNATORY:

[NAME]
[TITLE]
Colorado Stone Quarries, Inc.

DATE

Memorandum of Agreement – The Colorado Stone Quarries, Inc. Yule Creek Relocation Project
Gunnison County, Colorado

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICE
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

CONCURRING PARTY: _____

Commented [ZWSCC(5)]: Contact:

Emilee S. Gaebler
egaebler@gunnisoncounty.org

From what I understand, their participation is related to road ROW access/easement for the public.

[NAME]
[TITLE]
Gunnison County

DATE

CONCURRING PARTY: _____

Commented [ZWSCC(6)]: Contact:

Kimberley Perrin
abstractmarble@gmail.com

From what I understand, their participating involves providing photos for these interpretive signs.

[NAME]
[TITLE]
Marble Historical Society

DATE

Memorandum of Agreement – The Colorado Stone Quarries, Inc. Yule Creek Relocation Project
Gunnison County, Colorado

APPENDIX A
Area of Potential Effects
(Labeled 'Corps Permit Area')



Greg Lewicki And Associates, PLLC

3375 W. Powers Circle
Littleton, CO 80123

Phone: (720) 842-5321
E-mail: info@lewicki.biz

Fax (303) 346-6934

Benjamin R. Wilson
Colorado West Section
US Army Corps of Engineers
400 Rood Avenue, Room 224
Grand Junction, CO 81501
970-243-1199

April 30, 2021

Delivered Via Email

RE: Response to March 11, 2021 USACE (and SHPO) Request for Marble Quarry Complex (5GN.1774) Mitigation (SPK-2019-00889)

Mr. Wilson:

I am writing on behalf of Colorado Stone Quarries, Inc. (CSQ) in response to your letter to Marco Pezzica of CSQ, dated March 11, 2021. That letter requested certain cultural resource information as part of your review of CSQ's October 1, 2020 application for a Clean Water Act, Section 404, Individual Permit (the "Application") for the Pride of America Mine (PAM) site located near Marble, Colorado. Included within your letter is a concurring request from the Colorado State Historic Preservation Office (SHPO) regarding certain alleged unmitigated adverse effects to the Marble Quarry Complex (5GN.1774). This letter responds to your requests, including those made by the SHPO. Additionally, following our initial April 14, 2021 submission, you requested by email that certain details be addressed via an amendment to our original submission. Those details are addressed herein.

Although various mitigation measures were implemented as part of CSQ's mine expansion in 2016, the SHPO in March 2021 concluded that a small portion of the PAM historical Marble Quarry Complex (5GN.1774) had not been fully mitigated previously. As a result, USACE has requested that CSQ prepare a mitigation plan to address the SHPO's findings. As provided herein, CSQ has done so.

In developing a plan, CSQ recognized that it was in the unique position of having access to extensive photographic documentation and knowledge of historical mining activities that otherwise might not be known or easily accessible to the general public. Although the area around the Marble Quarry Complex has long been accessed by the general public for hiking and exploration prior to the reopening of the quarry in ~1990, little information has been made readily available to the public to explain the history of the quarry.

Accordingly, CSQ believes that developing and displaying a series of interpretive signs that highlight some of these photographs and documents historical mining activities will best mitigate any impacts to the resource. It further considers a series of interpretive signs as the most appropriate mitigation method because it allows the public to benefit from CSQ's collection of photographs and historical mining information when such information is not otherwise generally displayed. The signage will explain the historical mining activities and their cultural significance to Colorado and the nation and will improve the public's understanding and appreciation of the resource and the historical qualities of the site.

Pursuant to discussion among the parties, CSQ, USACE and Gunnison County (County) have agreed in principle that permanent signage for the County's Right of Way (ROW) and historical quarrying interpretative trail as described above will serve as sufficient and appropriate cultural mitigation to the Marble Quarry Complex (5GN.1774). To that end, CSQ has retained Flattops Archaeological Consultants (Flattops) as a qualified archaeological agent to prepare appropriate, mutually acceptable language for the signs. The language proposed herein reflects a collaborative effort between Flattops and Greg Lewicki and Associates (GLA), both of which have thorough knowledge of current and past mining activities and features at the PAM.

CSQ, through GLA and Flattops, also has reached out to the Marble Historical Society to solicit its consultation regarding final language and photos to be used on the signs. The Marble Historical Society has agreed to consult with USACE and to work with CSQ and their consultants to assist in creating accurate signage with high quality historical photos.

Please refer to the attached signs/posters as examples of interpretative trail signage, which remains contingent on final approval from the County and the SHPO.^a

Yule Quarry and Pride of America Mine Interpretative Trail Signs:

- CSQ trail sign Rail Grade 210414
- CSQ trail sign Quarry Town 210414
- CSQ trail sign Surface 210414
- CSQ trail sign WRL 210414
- CSQ trail sign Underground 210414

As you will note, many of the photographic images, particularly the historical images, on the attached sign mock-ups are low quality scans. We will attempt to obtain higher quality images through consultation with both the SHPO and the Marble Historical Society during the spring and summer of 2021. It is our understanding that access to both the SHPO and Marble Historical Society archives are experiencing time and public access delays resulting from the COVID-19 pandemic. Additionally, formatting and presentation

^a Prior to final sign approval and printing, CSQ will contact each of the collaborators referenced at the base of each sign to confirm that the signs are acceptable to them and that they consent to their names being shown on the signs.

can be altered to fit the SHPO's criteria for trail and interpretive signage during subsequent discussion between the SHPO, USACE, CSQ, and CSQ's consultants.

As the interpretive trail is part of the ROW agreement between the County and CSQ, full County approval is needed prior to ordering and constructing the signage. While this submittal and subsequent consultation with the SHPO will hopefully yield SHPO-approved language, the Gunnison County Board of County Commissioners (Commissioners) will have final authority on all language and construction details of signage to be placed within the County's ROW. If during the County ROW finalization process, the County requires modifications to the signage finalized as part of this Application, our understanding is that an amendment may be filed to the anticipated Memorandum of Agreement (MOA) between USACE, SHPO, and CSQ.

In addition to County approval to final signage, CSQ is in discussions with the County to create a plan for maintaining the trail and signage following initial construction. While CSQ has created the trail and will finance and install initial signage, CSQ and the County continue to discuss maintenance costs and responsibility. As more fully discussed below, the signs are designed to be constructed of materials that should minimize maintenance and upkeep requirements. Final resolution of maintenance responsibilities will be determined by CSQ and the County as part of on-going ROW discussions through the summer and fall of 2021. Regarding the parking area, CSQ will continue to maintain on-site mining roads, Country Road 3c, as well as the parking area along County Road 3c as part of their existing agreement with the County to do so.

Locations for signage were chosen to best illustrate the historical aspects of mining marble in the Yule Creek Valley paired with readily visible modern mining methods employed by CSQ at the PAM. The signage will be strategically placed at the trailhead to signal the first of several interpretive signs, and then placed along the trail in conspicuous locations to ensure visibility and public interaction. Features chosen to be exhibited as signs showcase the conditions experienced by historical miners, detail the ownership and challenges inherent in operating a quarry in a subalpine environment, and augment real-time views of modern mining. The attached 'Gunnison County ROW Trail Signage' map shows the location of each sign included in this submittal. Additional acknowledgement and location signage may be included near the entrance to the Marble Mill Site/Colorado Yule Marble Co., a Registered National and Colorado State Historic Site located northwest of the bridge of the Crystal River along County Road 3c. Additional advertising of the trail's official opening may be completed by and at the discretion of the County.

Final signage will be constructed so that minimal maintenance is required. While a final decision has not been made, tentative plans include etched bronze signs of 3' by 2' dimensions bolted to cleanly cut and lightly polished CSQ-mined Yule marble. See Figure 1 for an example of a sign of similar style and dimension to the signage planned at CSQ. Pending USACE, SHPO, and final County approvals, trail signage may be finalized and installed as early as late summer 2021.



Figure 1. A permanent sign from the Satank Bridge in Garfield County similar in design to marble-based signage to be installed along the Gunnison County ROW within the PAM (Photo captured March 24, 2021). Sign dimensions are 24” x 36” on a 32” x 44” x 3” slab atop a 36” x 41” rock stand (at its tallest height).

CSQ looks forward to continuing cooperative efforts among CSQ, USACE, the County and the SHPO to create an informative and rewarding interpretive trail experience for visitors to the Town of Marble and the PAM. Please do not hesitate to contact me if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Katie Todt". The signature is written in a cursive, flowing style.

Katie Todt
Greg Lewicki and Associates, PLLC
(303) 346-5196
katie@lewicki.biz

EC: Marco Pezzica, Colorado Stone Quarries; Ben Miller, Lewicki and Associates; Kae McDonald, Flattops Archaeological Consultants; Dustin Czapla, DRMS; Marlene Crosby, Gunnison County Deputy County Manager; Emilee Gaebler, Gunnison County Deputy County Attorney

Attached:

- Gunnison County ROW Trail Signage Map 210414.pdf
- CSQ trail sign Rail Grade 210414.pdf
- CSQ trail sign Quarry Town 210414.pdf
- CSQ trail sign Surface 210414.pdf
- CSQ trail sign WRL 210414.pdf
- CSQ trail sign Underground 210414.pdf

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Colorado Department of Public Health & Environment; Expand Program for

Action Requested: Motion

Parties to the Agreement: CDPHE- Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

award will be granted in October and need signature

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/17/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed new document "grant" which appears to be application from 2020 as due date is March 20, 2020, Linda N. is listed as CFO and budget period is 5/1/2020-6/30/2020. Suggest updating to reflect accurate info. and dates, even if content remains substantially similar. Also confirming application for this year is still the same, nothing new is required if submitting a past application after making updates. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 9/17/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 9/17/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 9/21/2021



COLORADO
Department of Public
Health & Environment

Colorado Department of Public Health & Environment

REQUEST FOR APPLICATIONS COVER SHEET & SIGNATURE PAGE

Date:	02/04/2020	RFA Number:	30089
Submit Sealed Applications to:	Colorado Department of Public Health & Environment Opioid Overdose Prevention Program 4300 Cherry Creek Drive South Denver, CO 80246	CDPHE Contact:	andres.guerrero@state.co.us
RFA Submission Deadline:	03/20/20 5:00 p.m. (Mountain Time) Caution: Applicants are responsible to ensure timely receipt.	Number of Copies:	One (1) electronic copy by email as specified.

HARM REDUCTION GRANT

Per the attached specifications, terms and conditions

*F.E.I.N.: 84-6000770
DUNS: 133115220

Authorized Signature: _____
Original signature (in ink) acknowledges acceptance of all terms and conditions of the solicitation.

Typed/Printed Name: Matthew Birnie
Title: Gunnison County Manager
Company Name: Gunnison County
Address: 200 East Virginia Ave.
City: Gunnison **State:** CO **Zip:** 81230
Phone Number: 970-641-0248 **Fax Number:** 970-641-3061
Contact for Clarifications: Kari Commerford
Title: Director of Juvenile Services
Phone Number: 970-642-7393 **Fax:** 970-641-9079
Email Address: kcommerford@gunnisoncounty.org

IMPORTANT: The following information must be on the outside of the Application Packaging or referenced in the subject line if the application may be submitted electronically:

RFA 30089: FEBRUARY 4, 2020

Applicants are urged to read the solicitation document thoroughly before submitting an application.

*Applicants are required to submit Federal Employer Identification Number (F.E.I.N.) via a W-9 form prior to contracting with the State of Colorado. F.E.I.N. referenced above must match BIDS registration to be eligible to submit a response and must match the required W-9 for contracting and payment.

THIS PAGE MUST BE COMPLETED, SIGNED (in ink) AND RETURNED WITH RESPONSE

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OVERDOSE DATA TO ACTION
Request for Applications (RFA #29423)
APPLICATION CHECKLIST
(Please complete one per application.)

1. CDPHE RFA Cover Sheet and Signature Page (Attachment A)
2. Application Checklist (Attachment B)
3. Application Summary (Attachment C)
4. Application Narrative (Attachment D)
5. Statement of Work Plan (Attachment E)
6. Project Budget and Narrative (Attachment F)
7. Contact Information Form (Attachment G)
8. Pre-award Financial Risk Assessment Questionnaire (Attachment H or completed online)

Attachment C: Application Summary

Organization Information:

Applicant Organization's Legal Name: Gunnison Count

Organization's Street Address: 200 east Virginia Ave.

City: Gunnison State: CO Zip Code: 81230 FEIN: 84-6000770

Colorado Bids Number: _____

DUNS (Data Universal Numbering System): 133115220

Type of Agency: Non-Profit, 501(c)3

Local Public Health Agency

Law Enforcement

Geographic Area Served by the Proposed Project:

County Name(s): Gunnison County

or Statewide

Geographic Target Area (community, neighborhood, school district, reservation, etc): Gunnison County

Estimates of Numbers to be Served:

Estimated number of clients to be served: 15,000

Funding Request:

Funds Requested: \$ less than 12 months = 34,605 12 months = 241,795 Match Provided:

\$ N/A

Type of Funding: New Continuation

Abstract (200 words or less):

Gunnison County is a frontier county, located in south central Colorado, over 100 miles from any city with a population of over 25,000 people. Gunnison County is in the state’s Region 10, a group of underserved counties with higher rates of youth substance abuse, minimal prevention resources, and limited access to treatment. In the County, opioid prescriptions (2016) constituted more than half of all controlled substances prescribed (52%), according to Colorado’s Prescription Drug Monitoring Program (PDMP). The county prescription rate in 2016 was 627.9 opioid prescriptions per 1,000 residents. The lives of Gunnison County residents have been negatively impacted by opioid use disorders. There are several indicators that explain the extent of opioid use and misuse in the county. These include opioid-related deaths, prescription drug misuse and access, opioid-related emergency room visits, opioid prescriptions, declining mental health of residents, positive opioid drug test results, self-reported recovery court drug use, self-reported prescription and illicit opioid use, and estimated substance use disorder prevalence. In addition to these measures, the existing substance use disorder workforce and the community identified substance abuse risk factors help to explain the risk of opioid use disorder for Gunnison County residents.

Contact Information and Signatures:

Project Director:

Name: Kari Commerford
Phone: 970-642-7393
Email: kcommerford@gunnisoncounty.org

Signature

Organization Director:

Name: Matthew Birnie
Phone: 970-641- 0248
Email: mbirnie@gunnisoncounty.org

Signature

Board Director:

Name: NA
Phone: _____
Email: _____

Signature

Chief Fiscal Officer

Name: Linda Nienhueser
Phone: 970-641-7679
Email: lnienhueser@gunnisoncounty.org

Signature



COLORADO

Prevention Services Division

Department of Public Health & Environment

Colorado Department of Public Health and Environment Request for Applications (RFA)

HARM Reduction Grant Program

(Senate Bill 19-008)

RFA# 30089

Application Due Date: March 20,2020

Attachment D: Project Narrative Template

Attachment D- Guidance for Project Narrative Template Attachment D

1. Respond in space available under each question where designated.
2. All questions must be answered for the application to be considered complete and acceptable.
3. Use of Project Narrative Template is highly recommended for all applicants.
 - a. *If this template is used, template not to exceed 13 pages when filled out, not including letters of support or required attachments.*
4. *If this template is not used*, the following are the page formatting requirements:
 - a. Font Size: 12 point
 - b. Line Spacing: single spaced
 - c. Margins: 1.0” margins on all sides
 - d. Page Numbering: Number all pages at the bottom right corner of the page.
 - e. Page Limits: No more than 10 pages, not including letters of support or required attachments.
 - f. Headings: The original headings for each section of the RFA must be included in the application.
5. Note that content beyond the specified page number will not be reviewed.
 - a. Labeling Requirements - Each attachment should be labeled with the original label for the document, e.g., Application Narrative, SOW Work Plan, Project Narrative and Budget, etc.
6. Application Narrative: 70 points total

Statement of Need and Opportunities (10 points)

Geographic Area

Only the following options will be considered: several counties, a single county, a portion of a county (i.e., city).

Define the area/region to be served and why this area was selected. Clearly describe the general geographic boundaries and available demographic data (e.g., race, ethnicity, age, population density, etc.) of the selected community(ies). Include reputable data for the community(ies) in which the initiative will be implemented.

Gunnison County is designated as a frontier county and is located in south central Colorado, over 100 miles from any city with a population of over 25,000 people. Gunnison is situated in the West Elk Mountains, offering world class recreation opportunities to visitors and residents alike. Despite the opportunities available for pursuing a healthy lifestyle, many of the residents in the county experience higher than average substance use rates with a declining perception of risk, and high poverty. The median income in Gunnison County was \$52,651 in 2017 and 14.8% of persons live in poverty, compared to 10.3% of state residents (2013-2017). The percentage of children living in poverty in Gunnison County is currently 18.9%. Using local data, the Gunnison Valley Community Health Needs Assessment identified that 23.6% of the County residents were uninsured in 2016. Gunnison County has a low unemployment rate and a well-educated population (see Table 1). However, many families lack basic necessities such as healthy, affordable housing, access to child care, job security, and access to health care. The Gunnison Valley Housing Needs Assessment found that just 1% of rentals had vacancies and the percentage of residential units in the Gunnison Valley that house local residents has been decreasing while the number of second/vacation homes has been on the rise. This has forced families to relocate further from work or settle for poor housing conditions. While an estimated 83% of children under six live in households with both parents in the workforce, there were only 368 full-time licensed child care slots for the 779 children under the age of five (2017). Finding affordable health care is also a challenge in Gunnison County. Over 10% of adults under age 65 are uninsured and Gunnison County is designated as a Health Professional Shortage Area for primary care providers and mental health providers. In addition, Gunnison County is growing rapidly. 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. With three grocery stores, two pharmacies, and one movie theatre, the lives of Gunnison County residents constantly intersect. Your neighbor is your physician, whose wife is your son's school teacher, whose daughter is dating the pharmacist, whose father is your employer, whose sister is the only psychiatrist who is treating your husband for substance use disorder. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive.

Issue

Describe the issue to be addressed by this project. Include reputable data on the issue.

Potential data sources include but are not limited to: Colorado crime statistics found at: <https://coloradocrimestats.state.co.us/tops/> and <https://www.colorado.gov/pacific/dcj-ors/ors-data>, Fatal/non-fatal drug overdoses, and data related to prescription dispensing can be found by county at: <https://www.colorado.gov/pacific/cdphe/opioid-prevention> https://cdpsdocs.state.co.us/ors/docs/reports/2019-10_FelonyFilingsRpt_2013-2018.pdf

The lives of Gunnison County residents have been negatively impacted by opioid use disorders. There are several indicators that explain the extent of opioid use and misuse in the county. These include opioid-related deaths, prescription drug misuse and access, opioid-related emergency room visits, opioid prescriptions, declining mental health of residents, positive opioid drug test results, self-reported recovery court drug use, self-reported prescription and illicit opioid use, and estimated substance use disorder prevalence. In addition to these measures, the existing substance use disorder workforce and the community identified substance abuse risk factors help to explain the risk of opioid use disorder for Gunnison County residents.

Opioid-Related Overdose Deaths

Colorado has the 12th highest rate of misuse and abuse of prescription opioids across all 50 states. Since 2014, there have been more opioid-related drug deaths than all other drug deaths combined in Colorado. The rate of both prescription opioid deaths and heroin-related deaths continues to rise in Colorado. Opioid misuse is the leading cause of drug-related death in Gunnison County. From January 2015 to September 2019 there have been a total of 14 drug-related overdose deaths. Of those, 13 have been opioid-related overdose deaths, the other was an alcohol-benzodiazepine-related death. The majority (80%) of the deaths have been accidental polydrug overdoses. Additionally, there have been 3 heroin-related overdose deaths, all occurring in 2019. The victims of the opioid related-deaths in the last five years have been non-Hispanic, 25 to 69 years old, and the majority have been male. Gunnison County is experiencing the deadly consequences of opioid use disorder. Additionally, the Gunnison Consortium understands that the impact of community violence such as death by accidental overdoses and suicide reaches beyond the individual and adversely affects the whole community. Of the 11 polydrug overdose deaths in Gunnison County from 2015 to 2019, alcohol was the most prevalent drug in addition to opioid on the toxicology report, followed by methamphetamine and marijuana. Alcohol plays a prominent role in Gunnison County's substance abuse problem: in 2018, 23% of adults reported binge drinking or heavy drinking in the last 30 days, and in 2017, 19.5% of Gunnison County high school students reported having five or more drinks in the last 30 days compared to the national average of 13.5% (see Figure 2).

Opioid-Related Emergency Department Visits

Opioid-related emergency department (ED) visits are another indicator of the overall opioid use occurring in a region. Non-fatal opioid overdoses are often transported to the hospital for treatment. In the state of Colorado the rate of ED visits increased slightly from 15.4 per 100,000 people in 2014 to 17.5 per 100,000 people in 2017. In Region 10 (Gunnison, Hinsdale, Delta, Montrose Ouray and San Miguel Counties) the rate of pharmaceutical opioid emergency department visits increased 350% from 2013 to 2017 (6.8, 2013; 24.0, 2017). In

Gunnison County, Gunnison Valley Health Hospital Emergency Department (ED), the only ED in the service area, treats opioid-related medical issues. It is difficult to get an accurate estimate of the rate of opioid-related ED visits at GVH because the primary diagnosis code may not reflect that opioid use contributed to the visit. For example, an opioid-related overdose is coded as respiratory failure. The hospital is currently working to determine how to best estimate the number of opioid-related ED visits. Of note, the Prescription Drug Monitoring Program (PDMP) is directly interfaced with the electronic medical record, providing immediate access to prescription drug history to the medical staff as they interact with patients. This integrated system will help the hospital further reduce overprescribing and identify patients in need of follow-up or additional treatment options. While many people benefit from opioids for pain management, misuse of prescription pain medication can contribute to health emergencies, polysubstance use, and on-going mental health struggles.

Drug Testing/ Recovery Court

Another measure of opioid use is the number of positive drug screens done through the judicial system. Gunnison County is part of the 7th Judicial District along with Delta, Montrose, Hinsdale, Ouray, and San Miguel counties. Of the 5,080 drug screens conducted in 2018, 218 (4.29%) tested positive for opioids in the 7th Judicial District. This was the second lowest result in the state of Colorado. The 7th District ranked second highest in the state for positive marijuana drug tests (70.5%). Gunnison County participates in the recovery (drug) court program as part of the 7th Judicial District. This program is an option for some defendants charged with a drug-related crime that are in need of substance abuse treatment. Recovery court defers the jail sentence and requires the defendant to participate in an intensive 7-month to 2 year recovery program. From 2011 to 2019, 55% of recovery court participants in Gunnison County reported alcohol as their primary drug of choice. Marijuana is the second most cited drug of choice (19%). Over the past nine years, just under 6% of participants listed opioids as their primary drug of choice and just under 6% participants listed opioids as their secondary drug of choice. The drug testing and recovery court data confirm that Gunnison County is experiencing opioid misuse as part of its larger polysubstance use problem.

Self-Reported Substance Use

It is very difficult to get an accurate account of current opioid use at the county level. An opioid use question was included on a locally administered community survey (n=506, 2017, Appendix G). According to the 2017 community survey, 3% of respondents reported ever using heroin and 11.5% reported ever using someone else's prescription drug (see Figure 6). Self-reported opioid use may not reflect the true extent of opioid use disorder in Gunnison County. The same survey revealed that over 30% of adults report binge drinking on one or more occasions in the last 30 days. Gunnison County adults engage in high-risk substance use. Using the upstream prevention lens the Gunnison County Consortium and GCSAPP understand that the tendency to engage in high-risk behaviors and high-risk substance use are risk factors for later illicit drug use.

Substance Use Disorder Workforce

The current substance use disorder (SUD) workforce is severely under-equipped to meet the needs of the millions of Americans living with substance use disorder. According to the National Survey on Drug Use and Health, in 2017, an estimated 20.7 million Americans needed treatment for SUD, but only 4 million reported receiving any form of treatment. This

shortage is reflected in Gunnison County as well. Gunnison County is designated as a Health Professional Shortage Area (HPSA) for primary care providers and mental health providers. Additionally, Gunnison County has been identified as having the highest level of need as a HPSA for substance use disorder. As indicated in Table 4 below, Gunnison County has fewer primary care physicians, dentists, and mental health providers per resident than the state of Colorado (2019). To serve the estimated 1,175 residents in need of substance use disorder treatment, Gunnison County has one psychologist, one licensed social workers, two licensed marriage and family therapist, three licensed addictions counselor, and one licensed psychiatric mental health nurse practitioner. While there are five orthopedic surgeons, there are only six primary care physicians in the entire county. Additionally, there are no inpatient substance use disorder facilities in Gunnison County and there are no providers currently offering Medication-Assisted Treatment (MAT) with Suboxone for opioid use disorder.

Clearly describe any current local efforts being implemented by the applicant in collaboration with partner agencies to address diverting people with substance abuse issues from the criminal justice system. Based on current efforts, what are the gaps or areas of opportunity that exist? What could this funding offer in terms of next steps?

In June of 2019 Gunnison County was awarded the Health Resources Service Administration (HRSA) Rural Communities Opioid Response Planning grant (RCORP), and the Gunnison County Consortium was formed as a sub-group of GCSAPP and the Communities that Care framework. The Gunnison Consortium initially consisted of 5 key organizations; GCSAPP, Gunnison County Health and Human Services, the Health Coalition of the Gunnison Valley, the Center for Mental Health, and Western Colorado University. After 6 months the Consortium has grown to over 25 individuals/organizations with signed Memorandum of Understandings (MOUS's) from 15 sectors across the community. In order to understand the current state of opioid use, current prevention strategies, treatment options, and recovery programs in Gunnison County, the Gunnison County Consortium conducted an environmental scan and gaps analysis and recently completed a strategic plan. The Consortium is following harm reduction strategies with training and distributing naloxone. The Consortium has been providing educational opportunities for community members and prescribers and is working on increasing sober activities in the community. Opportunities that exist with the consortium are the ability to convene diverse community members to facilitate communication, training on substance use disorders, trauma informed care and harm reduction strategies.

Gunnison County currently has an Adult Problem Solving Court. It is a multidisciplinary team including the probation officer, substance abuse counselor from Center for Mental Health, the peer specialist from Gunnison Valley Health, representatives from law enforcement, the district attorney, public defender, drug court coordinator (a judicial employee), the victim advocate for the police department and a representative from AA. This program is an option for some defendants charged with a drug-related crime that are in need of substance abuse treatment. Recovery court defers the jail sentence and requires the defendant to participate in an intensive 7-month to 2 year recovery program. Recently we had two mothers "graduate"

who have been reunited with their small children based on sobriety. The “gap” for this program is that the year-long program, or longer, looks less attractive as maximum sentences are reduced for certain drug related crimes. The opportunities include utilizing this program with D&N cases involving substance abuse and individuals sustaining repeat DUI’s given the “felony DUI” statutory changes. An Additional opportunity is to have a recovery navigator that will help individuals in the Adult Problem Solving Court system successfully “graduate” from the program and help individuals successfully complete probation and connect individuals who are recently released from jail, inpatient treatment or others in need of services to community resources.

Gunnison Police Department (GPD) and the Center for Mental Health (CMH) work collaboratively on a co-responder program. GPD is the administrator for a Department of Local Affairs grant which provides \$80,000 annually to have a behavioral health specialist to respond with law enforcement to scenes within Gunnison County. The police department contracted with The Center for Mental Health to provide 60 hours a week of coverage Saturday and Sunday noon to midnight and M-F 6 pm to 2 am. The specialist is a master’s level clinician who can assist anyone having a behavioral health crisis. The crisis could be due to mental health and/or substance use issues. The goal is to support people at the scene and provide resources and services when needed. The goal is to not send people into legal systems for behavioral health only reasons. The gaps of this program is Monday through Friday 2am-6pm, ongoing training for substance use disorders and trauma informed care, and more options for treatment and ongoing support for substance use disorders. Opportunities for the program are increased training for law enforcement and helping professionals, and funding for diverse treatment options including funding to help provide access to complementary treatment. This program is in its infancy and there would be an opportunity to expand to 24-7 co-responder after a couple of years.

The Juvenile Services department provides a multi-pronged approach to youth services in order to help support youth and families. Youth and families can enter into juvenile services through upstream prevention with Gunnison County Substance Abuse Prevention Project -GCSAPP, prevention with the Family Advocacy and Support Team - FAST or intervention with Diversion. These three programs work together in order to work upstream to prevent the factors that lead to substance abuse, provide high fidelity wraparound services for youth who are already involved in 2 or more systems, and to help divert youth away from the court system and help with and systems restore harm and relationships through our restorative practice and trauma-informed lens. Through this multi-system approach Juvenile Services helps youth access mental health services, gain resilience skills, increased opportunities for prosocial activities and support families and maintain low rates of recidivism of criminal offenses. Gaps in these services are funding for increased capacity of the diversion manager to implement restorative practices with youth in the office and in the schools. Opportunities for these programs are increased funding for restorative practices implementation.

Project Design and Approach (20 points)

Description of Strategies and Activities

Identify strategies and activities to be implemented as a part of this project and describe briefly why they were chosen . For a full list of activities refer to Section 1, Project Design and Approach in the Request For Application.

The first goal of the Gunnison Consortium is to facilitate communication and training among law enforcement agencies, public health agencies, and community-based organizations including harm reduction agencies. Gunnison Consortium will use a multipronged approach to education to expand the capacity of law enforcement, criminal justice system, helping professionals and the larger community to understand and prevent substance use disorders. Education will include trauma and toxic stress and the impact on health outcomes, vicarious trauma and self-care, mental health awareness and harm reduction strategies. We will host a series of information sessions and discussion through film and professional presentations. This will provide education and an opportunity for question and answers so that organizations and individuals have a deeper understanding of addiction and the complexity of substance abuse.

Strategy 1.1: Continue monthly Consortium meetings and every other month subgroup meetings to continue to engage diverse community partners and to support community mobilization on harm reduction, prevention, treatment and recovery efforts.

Strategy 1.2: Training on substance use disorders, trauma informed care, vicarious trauma and harm reduction strategies.

The second goal of the Gunnison Consortium is to provide direct services to persons who have come into contact with or who are at risk of coming into contact with the criminal justice system, which may include accessing treatment and health care services, overdose prevention activities, and recovery support services. The Consortium will work with GVH's Integrative Therapies (IT) department in order to provide individuals who are at risk for abusing opioids (as referred by the Peer Support Specialist) 6 weeks of educational programming as a way to increase protective factors for the first 6 weeks in recovery; which is the time period in which relapse is greatest. These educational services will help to increase connectedness, provide weekly human interaction, serve as a check-in opportunity and help to identify when individuals may need more behavioral health services and a warm hand off to those services.

Strategy 2.1: Hire a Recover Navigator to work with individuals in the Adult Problem Solving Court system who have been successful in "graduating" from the program and help connect individuals who are recently released from jail, inpatient treatment or others in need of services to community resources.

Strategy 2.2: Hire Community Health Worker to work with the hospital, legal system and mental health system in order to align prevention efforts and coordinate the referral process and collect and analyze data across agencies. Work with Public Health, Gunnison Consortium and the Judicial System in order to work with at risk individuals and families to ensure basic needs are met, to increase access to resources and track community level outcomes.

Strategy 2.3 Work with GVH's Integrative Therapies (IT) department in order to provide individuals who are currently or at risk for abusing substance (as referred by the Peer Support Specialists, Community Health Worker or Recovery Navigator) 6 weeks of educational programming and services.

Strategy 2.4 GVH will train 3 professionals in auricular acudetox training and provide services.

The third goal is to increase the prevention and early intervention efforts of Juvenile Services to work upstream to reduce substance abuse disorders and divert youth from the criminal justice system.

Strategy 3.1 Early Intervention Program Manager will attend required Restorative Practices training and secure a MOU with the school district.

Strategy 3.2 Provide direct services to youth in the diversion program using restorative practices in partnership with the RE1-J school district.

Community Engagement

Describe the organization's experience working with local law enforcement, local public health agencies and local community-based organizations and its capacity to continue and expand that work on this project.

In 2006, Gunnison County was awarded a non-competitive grant to prevent substance abuse at the community and systems level. The grant resulted in the creation of the GCSAPP Coalition in 2007, and has allowed the County to address substance abuse prevention efforts targeted to the youth population. The Gunnison County Consortium is housed under the Gunnison County Substance Abuse Prevention Project (GCSAPP) which is the lead organization for this grant. Although the coalition has not directly addressed opioid prevention, it has addressed prevention of 4 targeted substances (alcohol, marijuana, nicotine/tobacco, and prescription drug use without a prescription) and has seen a decrease in youth use rates over the past 12 years. During this time GCSAPP has successfully implemented prevention programming with the assistance of community collaboration and state and federal grants. Two of the grants that have been implemented with direct collaboration with law enforcement and public health are the Law Enforcement Assistance Program (LEAF) and a Colorado Department of Transportation (CDOT) grant to reduce excessive drinking. Law enforcement at both ends of the valley, the 7th Judicial court judge, director of Health and Human Services, the Center for Mental Health, Gunnison Valley Health system and youth serving organizations are GCSAPP and Gunnison Consortium members. Many of these organizations are also key leaders in our Communities that Care board. The Gunnison Community values these relationships and continues to work toward sustaining relationships and this grant will help to continue to build community capacity to address substance use disorders and increase health outcomes for community members.

Describe plan on how the project will address marginalized communities that may include but are not limited to: reentry populations, minority populations, populations that are on probation or parole, and people who inject drugs.

Using data from the environmental scan and gaps analysis the goals of this grant is to help address education and awareness of law enforcement, the criminal justice system and helping professionals in order to better understand substance abuse, trauma and health outcomes. Strategies in this grant are aimed at (1) increasing peer support services for the criminal justice system; (2) a recovery navigator and services for community members who are recently released from jail, inpatient facilities and others who need support; (3) increase Juvenile services capacity to implement prevention to youth and families who are system involved.

Evaluation (10 points)

NOTE: a portion of project time should be dedicated to evaluation activities, such as participating in the evaluation planning process, collecting data, participating in regular phone calls with CDPHE staff, completing progress and annual reports, attending webinars or in-person training, and participating in periodic surveys on technical assistance received. CDPHE will provide additional evaluation support for the Harm Reduction Grant Program.

Provide a description of the applying organization’s capacity to develop and implement a process and outcome evaluation planned for the project.
How project activities will be monitored and used to improve project implementation (process evaluation).

GCSAPP and many of the Gunnison Consortium members are exceedingly experienced at monitoring and tracking programs for fidelity. GCSAPP has dedicated staff time to weekly tracking tasks and are committed to the highest levels of professionalism in program administration and this grant will allow for 1 FTE for a data coordinator in order to collect and report on process and outcome measures for Gunnison County prevention and harm reduction efforts. Data will be collected and shared when appropriate from the criminal justice system, juvenile services, law enforcement, peer support specialist, health navigator, health and human services, RE1-J school district and the Gunnison Valley Health system. The data will be analyzed, summarized, and a community health assessment report will be written and the results will be presented at least twice per year to the coalition and community. This will allow the coalition to be guided by data and evidence-based practices. Research and evaluation results are used to inform program changes that will improve outcomes. We will use the Communities that Care framework for project implementation and process evaluation - Phase 1 getting started - access readiness and identify key and diverse stakeholders; 2 - get organized - continue consortium work and provide data and education to consortium members; 3 - develop a community profile using risk and protective factors model; 4-create a strategic plan every 3 years based on data; 5 - Implement and evaluate annually. The Consortium has already gone through these phases in our RCORP planning grant and will use this strategic plan in year one and continue to use this 5 phase framework for evaluation.

How the success of the project will be determined and which indicators will be measured to show success (outcome evaluation).

Strategy 1.1: Continue monthly Consortium meetings and every other month subgroup meetings to continue to engage diverse community partners and to support community mobilization on harm reduction, prevention, treatment and recovery efforts.

Measured By: Mou's on file for all individual's organization with 75% average attendance/

Strategy 1.2: Training on substance use disorders, trauma informed care, vicarious trauma and harm reduction strategies.

Measured By: Sign-in sheets to track participants with at least 50 people trained per year.

Strategy 2.1: Hire a Recover Navigator to work with individuals in the Adult Problem Solving Court system who have been successful in "graduating" from the program and help connect individuals who are recently released from jail, inpatient treatment or others in need of services to community resources.

Measured By: Data compiled indicating number of individuals "graduating", probation data of completion and qualitative data from Recovery Navigator documenting services and resources accessed.

Strategy 2.2: Hire Community Health Worker to work with the hospital, legal system and mental health system in order to align prevention efforts and coordinate the referral process and collect and analyze data across agencies. Work with Public Health, Gunnison Consortium and the Judicial System in order to work with at risk individuals and families to ensure basic needs are met, to increase access to resources and track community level outcomes.

Measured By: Documentation of alignment of prevention efforts in community report, referral process in place and reports of utilizations, and data spreadsheet of identified community level outcomes.

Strategy 2.3 Work with GVH's Integrative Therapies (IT) department in order to provide individuals who are currently or at risk for abusing substances (as referred by the Peer Support Specialists, Community Health Worker or Recovery Navigator) 6 weeks of educational programming and services.

Measured By: 10 individuals received services with documentation of attendance and pre-post program results.

Strategy 2.4 GVH will train 3 professionals in auricular acudetox training and provide services.

Measured By: training completed with 3 individuals being certified.

Strategy 3.1 Early Intervention Program Manager will attend required Restorative Practices training and secure a MOU with the school district.

Measured By: MOU's on file

Strategy 3.2 Provide direct services to youth in the diversion program using restorative practices in partnership with the RE1-J school district.

Measured By: All youth served who are appropriate will be engaged in restorative practice for diversion program and program will be evaluated and tracked using an in-house evaluation tool created by the Community Health Worker -Data Analyst.

3 year outcome goal - By June 2023, Gunnison County Consortium will increase the coordinated efforts of public health, our criminal justice system and community organizations as evidenced by MOU's and attendance of 75% or more of consortium members; decreased recidivism of youth and diversion from the court system with less

than 5% of youth re-entering services in the 3 year period; 20% increase in utilization of treatment and recovery services of those who involved in or at risk of being involved in the criminal justice system using 2021 baseline data.

How the project results and outcomes will be disseminated and communicated to partners, including law enforcement agencies, local public health agencies, community-based organizations and back to the community at large (dissemination of evaluation findings).

The data will be analyzed, summarized, and a community health assessment report will be written and the results will be presented at least twice per year to the coalition and community. This will allow the coalition to be guided by data and evidence-based practices.

Capacity/Program Infrastructure (15 points)

Describe your organization's mission and how it aligns with the goal of this RFA. Provide a brief overview of the qualifications of key staff or the plan for recruiting qualified staff.

The Gunnison County Consortium is housed under the Gunnison County Substance Abuse Prevention Project (GCSAPP) which is the lead organization for this grant. The vision of GCSAPP is to provide youth and family engagement, education, healthy activities and multi-systems implementation services to youth and their families to support their connections with their families and community, to help them make healthy choices, to enable them to resiliently respond to stress in healthy ways and delay the use of alcohol and other drugs. The mission of the Gunnison County Consortium and GCSAPP is to utilize data, evidence-based strategies, and community mobilization to reduce the impact of substance use/abuse on youth and community members, so that Gunnison County residents will be able to be healthy, stable and productively involved in their community. Currently, the Gunnison County Consortium and GCSAPP have a unified definition of prevention. "Prevention is a process that promotes healthy youth, parents and communities. The GCSAPP coalition uses education, policy and programming informed by community data, needs and culture to promote protective factors and reduce risk factors." The Gunnison County Consortium is working on creating a unified definition of treatment and recovery as well.

Program Director - Kari Commerford, MA, Director of Juvenile Services/GCSAPP, October 2014 – present

Mrs. Commerford has been the Director of Gunnison County Substance Abuse Prevention Project (GCSAPP) since October, 2014. She holds a Master's degree in Clinical Psychology and has held the position of Lecturer of Psychology at Western State Colorado University since 2006. She has been a community and state presenter for several organizations on topics such as adolescent development, early childhood development, and neurobiological changes in adolescence, communication with youth, and substance prevention in youth. Mrs. Commerford will be responsible for managing, reporting and overseeing the grant.

Early Intervention Program Manager -Clay Curtis. Clay is responsible for the leadership and management of the early intervention services to include the Juvenile Diversion program and the Colorado Youth Detention Continuum (CYDC)/SB94 services. He previously worked for the Gunnison County Sheriff's Office for eight years and finished his time there as the Detention Center Captain.

Adult Prevention Coordinator: Kyle Tibbett has a background in education and prevention work, and graduated from Lewis & Clark College with a BA in Environmental Studies in 2015. His most recent professional experience included working as a tobacco health educator for Gunnison County Health and Human Services. As an Adult Prevention Specialist, his primary duties consist of ensuring RCORP (Rural Communities Opioid Response Program) grant deliverables are met, including: necessary data collection, engaging and recruiting community members and organizations to be a part of the consortium, coordinating consortium meetings, actively participating as part of the leadership team, and overseeing the messaging subcommittee to ensure that messaging materials align with project goals.

Adult Prevention Specialist- Eric Barker- This role is currently focused on Western Colorado University's campus working with the Peer Health Educators and the Student Health and Wellness office on campus to conduct a campus-wide survey and focus groups to help establish a baseline for attitudes and use rates for substances by WCU students. In this work a 3 year prevention, treatment and recovery plan was created. There has also been regular crossover work off campus with the broader Gunnison County community to help move towards building a network of agencies who are involved in supporting residents who are or may be vulnerable to substance use disorders.

Describe any past efforts of the community to divert those with substance abuse issues from the criminal justice system, including successes and challenges. If no past efforts have been made, describe the readiness of the lead agency and partner agencies in the community to take a public health approach to substance abuse issues.

Three main efforts have been used in Gunnison County in order to divert individuals with substance abuse issues from the criminal justice system; Adult Problem Solving Court, Diversion and SB94 including plus mentoring, and juvenile team. All three of these strategies have been successful in creating collaborative partnerships and opening lines of communication across organizations. Challenges have been consistent funding and policy change around funding sources and allowable programs for implementation.

What forms of diversity (e.g., gender, racial, cultural, religious, immigrant/refugee background, linguistic, etc.) do you think are important for strengthening the quality of the work proposed?

Gunnison County is working in order to be more equitable in our services. We believe that it is important to have diverse participation and voice in all that we do as well as work to break down inequities in programming and policies when appropriate. We strive to have a diverse range of Consortium members across age, gender, culture and experience. We believe that it is important to have professionals in the field, parents, community members and individuals with lived experience. We believe that everyone at the table needs to have an equal voice and equal power. All consortium members are compensated for their time either through their work or through the consortium.

Evidence of Collaboration (Letters of Support/Collaboration) (15 points)

Explain the role of the agency applying for funding under this RFA to coordinate and support the implementation of aligned activities, and to ensure collaborative leadership and efforts of key partners for the proposed project. Describe the organization's experience relevant to the project, including history and successes with the following: working in partnership with law enforcement, local public health agencies and/or community-based organizations and implementing strategies that reduce health risks associated with drug use and improve coordination between law enforcement agencies, public health agencies and community-based organizations.

In 2006, Gunnison County was awarded a non-competitive grant to prevent substance abuse at the community and systems level. The grant resulted in the creation of the GCSAPP Coalition in 2007, and has allowed the County to address substance abuse prevention efforts targeted to the youth population. Although the coalition has not directly addressed opioid prevention, it has addressed prevention of 4 targeted substance (alcohol, marijuana, nicotine/tobacco, and prescription drug use without a prescription) and has seen a decrease in youth use rates over the past 12 years. During this time GCSAPP has successfully implemented prevention programming with the assistance of community collaboration and state and federal grants. With funding from Drug Free Communities and Communities that Care GCSAPP has been able to successfully grow the community coalition,

create and maintain a youth council, educate parents using a parenting handbook (English and Spanish) and ensure that GCSAPP is a household name in the community. The coalition has representation from all 12 sectors and actively engage in strategic planning and implementation.

Describe the organization's capacity to convene a multidisciplinary coalition that will include at minimum, a local law enforcement agency, a local public health agency and local community-based organization(s). Applicants are also encouraged to reach out to and include groups related to: treatment providers, recovery support organizations, faith-based organizations and harm reduction agencies

Gunnison County's GCSAPP will be the lead agency and will employ the grant Director. The Director will continue to ensure all requirements of the grant are adhered to. The Consortium will meet monthly for one hour with longer planning sessions and workgroup sessions when needed. Workgroups will include; leadership group, data group, and community outreach/messaging. Consortium members will sit on one or more groups for a two-year period. The grant Director will make the Consortium's day-to-day decisions and manage all operations. The Leadership group of the Consortium will be involved in decisions related to the Consortium efforts. The Consortium will develop and abide by a set of policies and procedures that guide leaders' roles in maintaining the Consortium. The Consortium will be open to all community members and meeting times and dates will be publicly posted. The Consortium will provide equal opportunity for all participants, and anyone who attends meetings may provide input.

All significant decisions regarding the collaboration will require agreement by all collaborative partners. GCSAPP, WCU, The Gunnison Valley Health System, The Center for Mental Health, Gunnison County Health and Human Services, and the Health Coalition of the Gunnison Valley. Each of these organizations will identify one key person within their own organization to serve on the Leadership Committee for the Consortium. In addition to this leadership team there are currently 25 consortium members and 15 MOU's with committed organizations/individuals; 4 members with lived experience, Gunnison Valley Health, Coroner's office, Project Hope, Peer Services, Early Childhood Council, Chief Medical Officer for the County, District Court Judge, Physicians, Mental Health professional, Pharmacists, Public Health, District Attorney, Gunnison Chief of Police, Juvenile Diversion program manager, parent, Tough Enough to Wear Pink- cancer non-profit, and 4 staff members.

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COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Contract Routing #

Contractor Name	Gunnison County	Program Contact Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services 970-642-7393 kcommerford@gunnisoncounty.org
Budget Period	May 1, 2020 - June 30th, 2020	Fiscal Contact Name, Title, Phone and Email	Matthew Birnie, County Manager 970-641-0248 mbirnie@gunnisoncounty.org
Project Name	Gunnison Consortium	Contract (CT or PO) Number	N/A

Expenditure Categories

**Personal Services
Salaried Employees**

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
Director of Juvenile Services	grant director - completes all grant required tracking and reporting activities	\$ 78,500.00		20.0%	1.0	\$ 1,308.33
Early Intervention Program Manager	implements diversion and restorative practices with youth and school	\$ 73,500.00		30.0%	1.0	\$ 1,837.50
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

**Personal Services
Hourly Employees**

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Adult Prevention Specialist - Coordinator	Leads the Gunnison Consortium meetings and subgroup meetings, lead for adult substance prevention and treatment initiatives.	\$ 24.00	9.0	170.0	\$ 5,610.00
Adult Prevention Specialist - Recovery Navigator	Works with Adult Problem Solving Court, Gunnison County Detention Center, Probation, Gunnison Consortium and other community partners to help individuals with criminal drug offenses to successfully complete probation and seek recovery support.	\$ 24.00	9.0	170.0	\$ 5,610.00
Community Health Worker - Data Analyst	Will work with the hospital, legal system and mental health system in order to align prevention efforts and coordinate the referral process and collect and analyze data across agencies. Works with Public Health, Gunnison Consortium and the Judicial System in order to work with at risk individuals and families to ensure basic needs are met, to increase access to resources and track community level outcomes.	\$ 25.00	5.0	320.0	\$ 9,600.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Personal Services (including fringe benefits)					\$ 23,965.83

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE

Advertisements	Advertisement and messaging in local newspapers monthly \$175 x2 newspapers	\$ 350.00	1.0	\$ 350.00
Printing and copies	printing and copies for Gunnison Consortium meetings and resources	\$ 300.00	1.00	\$ 300.00
printing of referral guide	referral guide creation and printing of 200	\$ 1,500.00	1.00	\$ 1,500.00
Rental Space	\$700 monthly for rental space for ongoing meetings and education events	\$ 500.00	1.00	\$ 700.00
Meals for Consortium and Subgroup	25 people x \$10pp x 4 meetgins	\$ 250.00	4.00	\$ 1,000.00
Restorative Justice training materials	\$500 for training materials and resources	\$ 500.00	1.00	\$ 500.00
Total Supplies & Operating				\$ 4,350.00

Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
local travel	Staff to travel across Gunnison County for meetings and direct service	\$ 0.56	800.0	\$ 448.00
state travel	staff to travel to required kick off meeting lodging \$200 lodging x3people (\$600);\$62 per diem x 2days x 3 people (\$372); .56 mileage x 400 (\$224)	\$ 1,196.00	1.00	\$ 1,196.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Travel				\$ 1,644.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison Valley Hospital Integrative Therapies	GVH Integrative Therapies will complete a comprehensive list of complemenatary service providers and services and educate health professionals and community about services.	\$ 1,500.00	1.0	\$ 1,500.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Contractual				\$ 1,500.00
SUB-TOTAL OF DIRECT COSTS				\$ 31,459.83
Indirect				
Item	Description of Item			Total Amount Requested from CDPHE
Federally-Negotiated Indirect Cost Rate				
CDPHE-Negotiated Indirect Cost Rate				
De minimis Indirect Cost Rate	10%			\$ 3,146.00
Total Indirect				\$ 3,146.00
TOTAL				\$ 34,605.83



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Contract Routing #

Contractor Name	Gunnison County	Program Contact Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services 970-642-7393 kcommerford@gunnisoncounty.org
Budget Period	July 1, 2020 - June 30, 2021	Fiscal Contact Name, Title, Phone and Email	Matthew Birnie, County Manager 970-641-0248 mbirnie@gunnisoncounty.org
Project Name	Gunnison Consortium	Contract (CT or PO) Number	New Contract

Expenditure Categories

**Personal Services
Salaried Employees**

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Director of Juvenile Services	grant director - completes all grant required tracking and reporting activities	\$ 78,500.00		20.0%	\$ 15,700.00
Early Intervention Program Manager	implements diversion and restorative practices with youth and school	\$ 73,500.00		30.0%	\$ 22,050.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

**Personal Services
Hourly Employees**

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Adult Prevention Specialist - Coordinator	Leads the Gunnison Consortium meetings and subgroup meetings, lead for adult substance prevention and treatment initiatives.	\$ 24.00	\$ 9.00	1040.0	\$ 34,320.00
Adult Prevention Specialist - Recovery Navigator	Works with Adult Problem Solving Court, Gunnison County Detention Center, Probation, Gunnison Consortium and other community partners to help individuals with criminal drug offenses to successfully complete probation and seek recovery support.	\$ 24.00	\$ 9.00	1040.0	\$ 34,320.00
Community Health Worker - Data Analyst	Will work with the hospital, legal system and mental health system in order to align prevention efforts and coordinate the referral process and collect and analyze data across agencies. Works with Public Health, Gunnison Consortium and the Judicial System in order to work with at risk individuals and families to ensure basic needs are met, to increase access to resources and track community level outcomes.	\$ 25.00	\$ 5.00	1820.0	\$ 54,600.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total Personal Services (Including fringe benefits) \$ 160,990.00

Supplies & Operating Expenses				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Advertisements	Advertisement and messaging in local newspapers monthly \$175 x2 newspapers.	\$ 350.00	12.0	\$ 4,200.00
Sober events	movie theater rental \$200 and movie liscensing fee \$300 for moive and discussion to promote education and substance free events.	\$ 500.00	6.00	\$ 3,000.00
Restorative Practices materials	booklets and materials	\$ 500.00	1.00	\$ 500.00
Education Series	educational series for law enforcement, public health, Gunnison Consortium and mental health providers 2 x \$800 (training) \$15 pp x 30 x 2 events	\$ 1,250.00	2.00	\$ 2,500.00
Computer	\$1,200 annual for 2 computers - 50% of cost	\$ 600.00	2.00	\$ 1,200.00
Recovery/treatment Initiative	\$140 for integrative therapies for 10 individuals in recovery or at risk of OUD/SUD weekly for 6 week.	\$ 840.00	10.00	\$ 8,400.00
Rental Space	\$500 monthly for rental space for ongoing meetings and education events	\$ 500.00	12.00	\$ 6,000.00
Cell phone	\$35 for phone for 2 employees x 12	\$ 70.00	12.00	\$ 840.00
Meals - Consortium and Subgroup meeting meals.	monthly meetings for consortium/subgroups 25 people @ \$10pp	\$ 250.00	12.00	\$ 3,000.00
Total Supplies & Operating				\$ 29,640.00

Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
County wide travel	To and from meetings and trainings	\$ 0.56	1500.0	\$ 840.00
State or National Training	State or National Training on Harm Reduction or Opioid Prevention for 3 staff members; \$200 hotel x 3 nights, \$200 registration, \$62 per diem x 4 days, \$400 flight/ground travel	\$ 1,448.00	3.00	\$ 4,344.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Travel				\$ 5,184.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison Valley Hospital Integrative Therapies	GVH Integrative Therapies will complete a comprehensive list of complementary service providers and services and educate health professionals and community about services. GVH will train 3 staff in Auricular Acudetox training and provide services to self-identified individuals. GVH Integrative Therapies will provide 10 individuals with 6 weeks of complementary services as a transitional recovery option.	\$ 1,500.00	12.0	\$ 18,000.00
Stipends for Individuals with lived experience	\$50 per meeting for individuals to attend and have compensation for their time to inform the consortium and subgroup. Up to 10 people	\$ 500.00	12.0	\$ 6,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Contractual				\$ 24,000.00
SUB-TOTAL OF DIRECT COSTS				\$ 219,814.00
Indirect				
Item	Description of Item	Total Amount Requested from CDPHE		
Federally-Negotiated Indirect Cost Rate				
CDPHE-Negotiated Indirect Cost Rate				
De minimis Indirect Cost Rate	10%	\$ 21,981.00		
Total Indirect				\$ 21,981.00
TOTAL				\$ 241,795.00



OLORADO
Department of Public
Health & Environment

Contact Information



Institution/Organization

Name	Gunnison County
Legal Address	200 East Virginia Ave. Gunnison, CO 81230
Performance Site Address (if different)	
Phone	970-642-7393
Email	mbirnie@gunnisoncounty.org
EIN	84-6000770

Contract Administrator

Name	Matthew Birnie
Physical Address	200 East Virginia Ave. Gunnison, CO 81230
Mailing Address	
Phone	970-641-0248
Email	mbirnie@gunnisoncounty.org

Program Contact/Principal Investigator

Name	Kari Commerford
Mailing Address	200 East Virginia Ave. Gunnison, CO 81230
Phone	970-642-7393
Email	kcommerford@gunnisoncounty.org

Financial Contact

Name	Jody Wise
Mailing Address	200 East Virginia Ave. Gunnison, CO 81230
Phone	970-641-7679
Email	jwise@gunnisoncounty.org

Name of Signature Authority (Signature not needed on this form)

Name	Matthew Birnie
Title	County Manager
Mailing Address	200 East Virginia Ave. Gunnison, CO 81230
Phone	970-641-0248
Email	mbirnie@gunnisoncounty.org



ATTACHMENT F

FINANCIAL RISK ASSESSMENT QUESTIONNAIRE
(For use with subrecipient/recipients only)

- A. *Local Public Health Agencies do not need to complete this form since their risk is determined by the Financial Risk Management System (FRMS).*
- B. *This form should be completed and reviewed by Agency staff with the most knowledge of the accounting system and fiscal internal control structure.*
- C. *Any questions that remain unanswered including requested explanations, or the answer does not address the question asked will be assessed the highest risk rating for that question. If each question is not answered or the required explanation is not provided, the Agency's overall financial risk may increase.*
- D. *Reference the Frequently Asked Questions document for questions or additional guidance for completing the Financial Risk Assessment Questionnaire.*
- E. *If you have completed this form in the past twelve months, please submit your previously completed form with any updated information. If responding to a posted RFA, the form should be uploaded or sent with the application.*

Name of organization: Gunnison County

Name and title of person completing this form: Kari Commerford, Director of Juvenile Services

General Agency Information

- 1) Provide the total annual operating budget for the agency. \$ 53,616,506.00
- 2) Provide the total number of grants received in the applying agency's current fiscal year? (State, Federal, Private Foundation) 46
- 3) How many years has the agency been in existence? 142 years
- 4) How many total FTE are there in the agency? 202.52
- 5) Has the agency had any significant changes in key personnel or accounting systems in the last year? (e.g. Controller, Executive Director, Accounting Manager, Program Manager, etc.)

Yes No

Explain.

No significant changes

- 6) When is the agency's fiscal year end? 12/31

- 7) Does the agency have employee fidelity bond/insurance coverage for all its employees?
 Yes No If so, what is the coverage amount? \$ 1,000,000.00

Programmatic Performance

- 8) Not including the contract you are seeking, provide the total dollar amount of CDPHE only contracts that the agency is receiving in the current fiscal year. \$ 627,670

- 9) Has the agency administered programs similar to its current proposal?

Yes No

Explain.

We administer multiple, many multi-million dollar grants depending on the type projects undertaken any given year.

- 10) Has the agency previously met all deliverables of its contracts on time and as described in its statement of work?

Yes No N/A

Explain.

Deliverables always met on time.

- 11) Is the agency serving as a fiscal agent for another agency that will complete the actual work on the contract?

Yes No

Explain.

NA

- 12) Is the agency sub-awarding any portion of this contract to complete the deliverables?

Yes No

Explain.

NA

Fiscal System

- 13) How many total FTE perform accounting functions within the agency? 6
- 14) Does the agency receive an annual financial statement audit under Generally Accepted Auditing Standards (GAAS)?
 Yes No
If yes, provide a link or electronic copy of your most recent audit report.
- 15) Does the agency receive an audit under the Single Audit Act/Uniform Administrative Requirements, 2 CFR 200, subpart F (Government Auditing Standards)
 Yes No N/A - We are not subject to the requirements of 2 CFR 200, subpart F
If yes, provide a link or electronic copy of your most recent audit report.
- 16) Are agency accounting records kept in accordance with Generally Accepted Accounting Principles (GAAP)? Yes No

Explain.

Please see number 17 below and detail in the 2018 audited financial report.

- 17) Does the agency accounting system allow segregation of all assets, liabilities, revenue and expenditures by funding source, and the ability to produce a self-balancing report by each fund?
 Yes No

Explain.

We utilize Tyler Munis accounting software, designed to accommodate governmental accounting requirements.

- 18) Are accounting records and all incurred costs supported by documentation?
 Yes No

Explain.

All expenses have documentation backup stating costs. Original invoices with department head signature on all payment requests.

19) Does the agency have a documented allocation methodology to ensure that common costs (e.g., phone, rent, utilities) not contained in its indirect calculation are allocated equitably to all funding sources?

Yes No

Explain.

Cost Allocation Plan completed annually.

20) Does the agency have a review process for all expenditures?

Yes No

Explain.

Dept heads approve expenditures, turned into finance and reviewed again before payment.

21) Does the agency have internal controls in place to ensure that the accounting records are free from errors?

Yes No Provide a copy of the agency documented internal controls.

Explain.

See copy of segregation of duties, internal controls included.

22) Does the agency have an adequate cash flow that will enable it to manage finances between the time costs are incurred and reimbursed?

Yes No

Explain.

We maintain at least a 26% ending available resources balance in the General Fund where this grant will be tracked.

23) Does the agency have a time and effort reporting system in place to account for 100% of each employees actual time spent on each project?

Yes No

Explain.

Each employee fills out time sheets documenting their daily time.

24) Does the agency have an active oversight committee/board and is the committee/board provided financial reports and information on a regular basis?

Yes No

**** Retain this completed form in your records for any additional funding applications within a twelve month period****

Any questions that remain unanswered including explanations, or the answer does not address the question asked will be assessed the highest risk rating for that question.

Please Sign and Date Below:

Note: 2 signatures are required from the agency

Agency Preparer Signature and Title (required)

Date

Agency Reviewer Signature and Title (required)

Date

Primary Activity #1	The Contractor shall build program capacity to deliver harm reduction services.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall mobilize the Gunnison Consortium to evaluate future implementation of expanded harm reduction services in Gunnison County. 2. The Contractor shall hold (6) Consortium meetings annually 3. The Contractor shall hold (6) subgroup meetings annually. 4. The Contractor shall hire a clinical public health nurse to provide education on harm reduction strategies. 5. The Contractor shall collect data from the hospital, legal system, and mental health system in order to determine community needs.
Primary Activity #2	The Contractor shall increase Naloxone access in Gunnison County
Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall create a naloxone distribution policy with the Gunnison County Detention Center. 2. The Contractor shall distribute Naloxone to inmates upon release from the Gunnison County Detention Center.

Primary Activity #3	The Contractor shall provide behavioral health training to Gunnison County professionals.
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall develop a behavioral health training curriculum. 2. The Contractor shall provide behavioral health education to health care providers 3. The Contractor shall provide behavioral health education to professionals in the field of law enforcement. 4. The Contractor shall provide opportunities for additional training and certification in <ol style="list-style-type: none"> a. CAC, b. EMDR, c. Motivational Interviewing, d. SBIRT, e. CBT, f. and trauma-informed services for individuals serving residents with SUD. 5. The Contractor shall create an incentive-based program to encourage training in evidence-based behavioral health practices.

Primary Activity #4	The Contractor shall increase public awareness of behavioral health resources.
Sub-Activities #4	<ol style="list-style-type: none"> 1. The Contractor shall deploy a substance use disorder public awareness campaign. 2. The Contractor shall hold an annual event to provide education on behavioral health resources in Gunnison County. 3. The Contractor shall host four (4) community forums on SUD prevention, treatment, and recovery. 4. The Contractor shall develop a community referral guide.

Primary Activity #5	The Contractor shall increase capacity for MAT services in Gunnison County.
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<p>Sub-Activities #5</p>	<ol style="list-style-type: none"> 1. The Contractor shall hire a peer support specialist to support Front Range Clinic MAT services and Western Colorado University. 2. The Contractor shall support the MAT certification for GVH’s Psychiatric Nurse Practitioner. 3. The Contractor shall develop a multidisciplinary team to support the provision of MAT services in Gunnison County.
<p>Primary Activity #6</p>	<p>The Contractor shall increase diversion and reentry services in Gunnison County</p>
<p>Sub-Activities #6</p>	<ol style="list-style-type: none"> 1. The Contractor shall work with GVH and local law enforcement to continue to develop a crisis response program. 2. The Contractor shall work with GVH and local law enforcement to develop and hire a crisis response position 3. The Contractor shall hire a health navigator to provide recovery and referral support to individuals with behavioral health concerns. 4. The Contractor shall support GVH in hiring a Crisis Response provider to respond to individuals with SUD/ODU who are at risk of interacting with law enforcement 5. The Contractor shall develop a process with the detention center to connect individuals with the peer support specialist and health navigator upon release. 6. The Contractor shall work with GVH to mobilize the peer support specialist to increase justice-involved individuals’ access to resources upon release.
<p>Primary Activity #7</p>	<p>The Contractor shall complete a CDPHE approved annual progress report.</p>
<p>Primary Activity #8</p>	<p>The Contractor shall develop a CDPHE approved evaluation plan.</p>



PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name		Program Contact Name, Title, Phone and Email	
Budget Period		Fiscal Contact Name, Title, Phone and Email	
Project Name		Contract (CT or PO) Number	

Expenditure Categories

**Personal Services
Salaried Employees**

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
Grant Director	Grant Director - completes all grant required activities and fiscal oversight.	\$ 91,213.00	\$ 18,000.00	40.0%	8.0	\$29,123.47
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

**Personal Services
Hourly Employees**

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Consortium Coordinator	completes tracking and reporting requirements of grant, coordinators consortium meetings and serves as the lead for strategies.	\$ 26.00	6.0	520.0	\$16,640.00
Data Analyst	works with the hospital, legal system and mental health system in order to align data collection and referral process. Increase access to resources and track community level outcomes.	\$ 28.00	6.0	520.0	\$17,680.00
Health/Recovery Navigator	Assist with Western, law enforcement, Crisis Services, GVH, the jail and peer support specialists in helping community members navigate and access basic needs and behavioral health services with an emphasis on Spanish speaking community members.	\$ 22.00	3.0	520.0	\$13,000.00
Clinical Nurse - Public Health	outreach and engagement of new community members - messaging and dissemination of coalition information. Help implement health equity work in juvenile services.	\$ 31.00	6.0	850.0	\$31,450.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Total Personal Services (including fringe benefits) \$107,893.47

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Coalition Meals	meals for attendance at 5 anticipated coalition meetings for 35 people x \$10/pp	\$ 350.00	6.0	\$2,100.00

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name		Program Contact Name, Title, Phone and Email	
Budget Period		Fiscal Contact Name, Title, Phone and Email	
Project Name		Contract (CT or PO) Number	

zoom platform	virtual meeting capability	\$ 1,500.00	1.00	\$1,500.00
Training for SUD/ODU	Certified Addiction Counseling, support for EMDR training, SBIRT and SUD/ODU trainings, motivational interviewing, CB, and trauma informed services	\$ 2,000.00	5.00	\$10,000.00
Education/Forums	host four (4) community forums on SUD prevention, treatment, and recovery.	\$ 400.00	4.00	\$1,600.00
Advertising and Public Awareness	\$400/month x 8 for social media, newspapers and publishing	\$ 400.00	8.00	\$3,200.00
Referral Guide	Creation and printing of referral guide x 200	\$ 2.50	200.00	\$500.00
general operating	office supplies and copies for coalition and workgroup meetings \$60 month	\$ 60.00	8.00	\$480.00
printing and copies	printing and copies for Gunnison Consortium meetings and resources. \$50/mo. X 8	\$ 50.00	8.00	\$400.00
				\$0.00
				\$0.00
Total Supplies & Operating				\$19,780.00

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name		Program Contact Name, Title, Phone and Email	
Budget Period		Fiscal Contact Name, Title, Phone and Email	
Project Name		Contract (CT or PO) Number	

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
local mileage	Local mileage for county wide travel for Coordinator, Clinical Nurse and Director	\$ 0.57	600.0	\$342.00
conference mileage	mileage for state meeting - font range	\$ 0.57	850.00	\$484.50
lodging	Lodging for Conference and regional trainings/worksgroups 4 people x 3 nights x \$150	\$ 650.00	3.00	\$1,950.00
per diem	Per Diem for regional trainings/worksgroups 4 people x 3 nights x \$66	\$ 264.00	3.00	\$792.00
registration	Conference \$200 x 4	\$ 200.00	4.00	\$800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Travel				\$4,368.50

Contractual

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison County Sherriff Department	attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies	\$ 2,500.00	1.0	\$2,500.00
Local Law Enforcement	Attend consortium meetings, attend law enforcement trainings and explore harm	\$ 2,500.00	3.00	\$7,500.00
Western Colorado University - BH	Work with consortium to develop bheavioral health training curriculum, assist in delivering curriculum, attend consortium meetings	\$ 8,000.00	1.00	\$8,000.00
GVH- Peer Support Specialist	Connects with individual who are actively using substance and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western.	\$ 32,000.00	1.00	\$32,000.00
GVH - Psychartic Nurse	Provide funding support for MAT certification - time.	\$ 15,000.00	1.00	\$15,000.00
GVH/Law Crisis Clinician	Crisis clinicians that will provide 24/7 coverage for immediate response. Their role is to provide care and immediate behavioral health services to clients. Primary function is to assess and triage individuals who present for help with behavioral health issues. The role of the clinician will be to insure continuity of care: an immediate and professional evaluation, collaboration with proper agencies, referral to appropriate type and level of service, and advocacy for any treatment deemed necessary beyond the initial crisis.	\$ 38,000.00	1.00	\$38,000.00
				\$0.00

Total Contractual				\$103,000.00
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SUB-TOTAL OF DIRECT COSTS				\$235,041.97
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Indirect

Item	Description of Item	Total Amount Requested from CDPHE
Federally-Negotiated Indirect Cost Rate		
CDPHE-Negotiated Indirect Cost Rate	10% not claiming full indirect	\$23,504.00
De minimis Indirect Cost Rate		

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name		Program Contact Name, Title, Phone and Email	
Budget Period		Fiscal Contact Name, Title, Phone and Email	
Project Name		Contract (CT or PO) Number	

Total Indirect		\$23,504.00
TOTAL		\$258,545.97

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of intent for the purchase and delivery of a John Deere 1585 Terrain Cut & attachments

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Deere & Company

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Letter of intent for the purchase and delivery of a John Deere 1585 Terrain Cut & attachments off of the Sourcewell Contract 031121-DAC.

Fiscal Impact: \$44,124.76

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/3/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 9/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/21/2021

PURCHASER'S NAME - First Signer (First, Middle Initial, Last) GUNNISON COUNTY AIRPORT			DATE OF ORDER Aug 04, 2021	COMPANY UNIT 06	DEALER ACCOUNT NO. 063610
(SECOND LINE OF OWNER NAME) 711 RIO GRANDE AVE			DEALER ORDER NO. 06273948, 06273949, 06273950		
STREET OR RR 711 RIO GRANDE AVE			SOC. SEC.	IRS NO.	EIN. NO.
TOWN GUNNISON	STATE CO	ZIP CODE 81230	TRANSACTION TYPE Cash Sale		PURCHASER SALES TAX EXEMPT
COUNTY Gunnison	PURCHASER ACCT.		SELLER'S NAME & ADDRESS Deere & Company 2000 John Deere Run Cary, NC 27513 719-550-0680		
REWARDS #			PHONE NO. 970-641-2304		
E-MAIL ADDRESS			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
Use County GUNNISON		Use State/Province CO			

QTY	NEW	DEMO	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	x				JOHN DEERE 1585 TerrainCut™ with ComfortCab Commercial Front Mower (Less Mower Deck)			\$ 34,841 73
1	x				AR87167 Engine Coolant Heater (110 V)			\$ 63 66
1	x				BTC10673 Reverse Alarm Kit (Back-up alarm)			\$ 107 93
1	x				BTC10685 Slow Moving Vehicle (SMV) Kit			\$ 71 68
1	x				TCB10303 Rear Weight Mounting Kit			\$ 93 10
1	x				LVB24852 Beacon Light Kit (Cab Only)			\$ 200 74
1	x				LVB24853 Rear Work Light Kit (2 Lights) (Cab Only)			\$ 124 51
1	x				LVB24844 External Mirror Kit (Cab Only)			\$ 156 69
1					PBE Open Market Misc Parts & Accessories			\$ 275 00
1	x				JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck			\$ 4,087 93
1	x				JOHN DEERE 60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500 Series II and Non- Series II Front Mowers)			\$ 4,101 79

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY	DESCRIPTION OF TRADE-IN	Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT
			TOTAL CASH PRICE	\$ 44,124 76
			TOTAL TRADE-IN ALLOWANCE	\$ 0 00

PURCHASER TYPE	MARKET USE	1. TOTAL CASH-PRICE	\$ 44,124 76
		2. TOTAL TRADE-IN ALLOWANCE	\$ 0 00

COMMENTS:		PRODUCT IDENTIFICATION NUMBER	AMOUNT
SORCEWELL ID #31723		3. TOTAL TRADE-IN PAY-OFF	\$ 0 00
		4. BALANCE	\$ 44,124 76
		8. EST. SERVICE AGREEMENT TAXES	\$ 0 00
		6. SUB-TOTAL	\$ 44,124 76
		7. CASH WITH ORDER	\$ 0 00
		8. RENTAL APPLIED	\$ 0 00
		9. CASH DISCOUNT	\$ 0 00
		10. BALANCE DUE	\$ 44,124 76

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS- I (We) promise to pay the Balance Due (line10) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION/PRIVACY NOTICE I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 08194997
PO Revision# Original

Quote ID: 24918197

Purchaser Name: GUNNISON COUNTY AIRPORT

Purchaser's Signature _____	Accepted By _____		
Purchaser's Signature _____	Date Accepted _____	Salesperson	CONNER,JOSEPH A

Delivered On: <input type="text"/>		Delivery Acknowledgement	
Warranty Begins: <input type="text"/>	_____ Signature		_____ Date

Show Details



**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 450R, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	a) 24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers, Z515E and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	a) 72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper

maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).



JOHN DEERE

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- Shipping address
- Billing address
- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

Joseph Conner

Potestio Brothers Equipment
7380 Space Village Avenue
Colorado Spgs, CO 80929

Tel: 719-550-0680

Fax: 719-550-0773

Email: joec@pbequip.com

The John Deere Government Sales Team



JOHN DEERE



**POTESTIO BROTHERS
EQUIPMENT**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Potestio Brothers Equipment
7380 Space Village Avenue
Colorado Spgs, CO 80929
719-550-0680
colosprings@pbequip.com

Quote Summary

Prepared For:

GUNNISON COUNTY AIRPORT
711 RIO GRANDE AVE
GUNNISON, CO 81230
Business: 970-641-2304

Delivering Dealer:

Potestio Brothers Equipment
Joseph Conner
7380 Space Village Avenue
Colorado Spgs, CO 80929
Phone: 719-550-0680
joec@pbequip.com

Quote ID: 24918197
Created On: 23 July 2021
Last Modified On: 23 July 2021
Expiration Date: 22 August 2021

Equipment Summary

JOHN DEERE 1585 TerrainCut™
with ComfortCab Commercial Front
Mower (Less Mower Deck)

Selling Price **Qty** **Extended**
\$ 35,935.04 X 1 = \$ 35,935.04

Contract: Sourcwell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: July 22, 2021

JOHN DEERE 72 In. Fastback
Commercial Rear Discharge Deck

\$ 4,087.93 X 1 = \$ 4,087.93

Contract: Sourcwell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: July 22, 2021

JOHN DEERE 60 Heavy-Duty Rotary
Broom (For 1500 TerrainCut,
1400/1500 Series II and Non- Series
II Front Mowers)

\$ 4,101.79 X 1 = \$ 4,101.79

Contract: Sourcwell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: July 22, 2021

Equipment Total

\$ 44,124.76

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 44,124.76

Trade In

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



**POTESTIO BROTHERS
EQUIPMENT**

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Potestio Brothers Equipment
7380 Space Village Avenue
Colorado Spgs, CO 80929
719-550-0680
colosprings@pbequip.com

SubTotal	\$ 44,124.76
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 44,124.76
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 44,124.76

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



POTESTIO BROTHERS
EQUIPMENT

Quote Id: 24918197

Customer Name: GUNNISON COUNTY AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Potestio Brothers Equipment
7380 Space Village Avenue
Colorado Spgs, CO 80929
719-550-0680
colosprings@pbequip.com

JOHN DEERE 1585 TerrainCut™ with ComfortCab Commercial Front Mower

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance_031121-DAC
(PG NB CG 70)

Selling Price *
\$ 35,935.04

Price Effective Date: July 22, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2465TC	1585 TerrainCut™ with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 45,249.00	23.00	\$ 10,407.27	\$ 34,841.73	\$ 34,841.73
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
AR87167	Engine Coolant Heater (110 V)	1	\$ 82.67	23.00	\$ 19.01	\$ 63.66	\$ 63.66
BTC10673	Reverse Alarm Kit (Back-up alarm)	1	\$ 140.17	23.00	\$ 32.24	\$ 107.93	\$ 107.93
BTC10685	Slow Moving Vehicle (SMV) Kit	1	\$ 93.09	23.00	\$ 21.41	\$ 71.68	\$ 71.68
TCB10303	Rear Weight Mounting Kit	1	\$ 120.91	23.00	\$ 27.81	\$ 93.10	\$ 93.10
LVB24852	Beacon Light Kit (Cab Only)	1	\$ 260.70	23.00	\$ 59.96	\$ 200.74	\$ 200.74
LVB24853	Rear Work Light Kit (2 Lights) (Cab Only)	1	\$ 161.70	23.00	\$ 37.19	\$ 124.51	\$ 124.51
LVB24844	External Mirror Kit (Cab Only)	1	\$ 203.50	23.00	\$ 46.80	\$ 156.69	\$ 156.69
PBE	Open Market Misc Parts & Accessories	1	\$ 275.00	0.00	\$ 0.00	\$ 275.00	\$ 275.00
Dealer Attachments Total			\$ 1,337.74		\$ 244.43	\$ 1,093.31	\$ 1,093.31
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 46,586.74		\$ 10,651.70	\$ 35,935.04	\$ 35,935.04



JOHN DEERE

Selling Equipment



POTESTIO BROTHERS
EQUIPMENT

Quote Id: 24918197

Customer Name: GUNNISON COUNTY AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Potestio Brothers Equipment
7380 Space Village Avenue
Colorado Spgs, CO 80929
719-550-0680
colosprings@pbequip.com

JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

\$ 4,087.93

Price Effective Date: July 22, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0553TC	72 In. Fastback Commercial Rear Discharge Deck	1	\$ 5,309.00	23.00	\$ 1,221.07	\$ 4,087.93	\$ 4,087.93
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 5,309.00		\$ 1,221.07	\$ 4,087.93	\$ 4,087.93

JOHN DEERE 60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500)

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

\$ 4,101.79

Price Effective Date: July 22, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0501TC	60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500 Series II and Non- Series II Front Mowers)	1	\$ 3,586.00	23.00	\$ 824.78	\$ 2,761.22	\$ 2,761.22
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment



**POTESTIO BROTHERS
EQUIPMENT**

Quote Id: 24918197 **Customer Name:** GUNNISON COUNTY AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

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7380 Space Village Avenue
Colorado Spgs, CO 80929
719-550-0680
colosprings@pbequip.com

1000	Lift Arms, Cylinders, Drive Shaft and Hardware	1	\$ 1,741.00	23.00	\$ 400.43	\$ 1,340.57	\$ 1,340.57
	Standard Options Total		\$ 1,741.00		\$ 400.43	\$ 1,340.57	\$ 1,340.57
Total Selling Price			\$ 5,327.00		\$ 1,225.21	\$ 4,101.79	\$ 4,101.79

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement; Western Colorado Universi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Western Colorado University

Term Begins: 9/21/2021

Term Ends:

Grant Contract #: None Assigned

Summary:

This is the facilitator to assist in definition of the problem regarding off- highway vehicle traffic in Marble. White River Forest Service has an agreement for the same amount of funding.

Fiscal Impact: \$11,500.00

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/15/2021

County Attorney Review:

Required

Not Required

Comments:

Appears nominally legally sufficient, but it could benefit from additional terms, such as no waiver of governmental immunity. MRH Also would prefer to see indemnification clause and that this is an independent contractor relationship. Services Western will provide should clarify the "2. Facilitate 5 public meetings" are the same as the 2 listening and 3 workshops listed above in 1. unless additional. The "provide close out reports..." needs deadline, suggest "by March 31, 2022." ESG

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 9/21/2021

Marlene Crosby

From: Janice Welborn <jwelborn@western.edu>
Sent: Thursday, September 2, 2021 1:23 PM
To: Marlene Crosby
Cc: Melanie Armstrong; Sherry Ford
Subject: Draft MOA
Attachments: Draft Memorandum of Agreement V1.docx; Final CPL_LKLWG_SOW project_proposal_210812.docx

[EXTERNAL SENDER - USE CAUTION]

Hi Marlene,

Attached please find a draft MOA for your review along with the final scope of work on the project. I also included Melanie and Sherry Ford. Sherry is our Contacts manager at Western.

Couple things: This is a pretty simple agreement and hopefully has all the information needed to pass with the powers that be in each institution. Sherry is satisfied at this point and we are open to add other items as needed by the county. I did not include an end date based on experience with a previous project in Marble that extended out because of COVID issues and I don't think we are out of the woods with COVID. I expect Western will send an invoice to the County referencing this project with a request for the \$11,500 contribution but did not include a description of that transaction in the MOA. We will have records of all transactions associated with expending the money and can provide that documentation upon request. That is not in the agreement either. It could go under the funding section.

Let me know next steps.

Just so you know, I am in the final stages of finalizing the Cost-Share Agreement with the FS and hope that will all be in place next week.

Regards,
Janice



Janice Welborn (She/Her)
Director of Sponsored Programs and Grants, AOR
Western Colorado University
970.943.3400
jwelborn@western.edu

Memorandum of Agreement

Between

Western Colorado University and Gunnison County

This Memorandum of Agreement (MOU) is hereby made and entered on this 9th day of September, 2021 by and between Western Colorado University (Western) and Gunnison County.

Background: This partnership provides a framework for the parties to cost-share and to cooperatively develop, plan, design and implement projects that are mutually beneficial to the parties, that enhance activities in Gunnison County. Gunnison County will contribute \$11,500 to match the grant award from the USFS and services provided in the Scope of Work by the Center for Public Lands At Western Colorado University.

Title: Facilitation of Public Listening Sessions and Stakeholder Workshops

I. Purpose:

The purpose of this agreement is to document the cooperation between Western and Gunnison County, in partnership to collaborate, share-information, data gathering, engage interested partners and expert, as well as lead facilitation of public listening sessions and stakeholder workshops focused on the high-use recreation area of the Lead King Loop in accordance with the Scope of Work attached.

II. Project Description:

The Town of Marble has about 120 year-round residents and is located in the north-west corner of Gunnison County. The White River National Forest surrounds the town of Marble with connectivity to Gunnison National Forest lands by dirt mountain roads. The public lands surrounding the Town of Marble attract more than 17,000 visitors, who through the gateway community of Marble or Scofield Park, visit mostly during the months of May to October. Marble is seeing an increase in outdoor recreation-based tourism. This increase in use is putting new pressures on environmental and social-economic systems of the area.

A main attraction of the area is the Lead King Loop trail. Hiking, mountain biking, and motorized recreation occur on this rugged 13-mile dirt road. The public has expressed concerns about noise, road safety, parking, decreased user experience and environmental degradation corresponding with the increase in use. These multifaceted pressures and public deliberations have encouraged local municipalities and governing bodies to initiate a formal planning process.

The convening entities of the Aspen-Sopris Ranger District of the White River National Forest, Gunnison County, and Town of Marble seek assistance from Western Colorado University's Center for Public Lands to (1) gather input through two public listening sessions and (2) facilitate a collaborative stakeholder process to define management problems regarding increased outdoor recreation and to explore management options.

III. Project Funding:

This project will be funded with \$11,500 contribution from the White River National Forest (Cost-Share Cooperative Agreement with Western Colorado University) and \$11,500 cash contribution

from Gunnison County, and \$16,537 from the Center for Public Lands at Western Colorado University to (1) gather input through two public listening sessions and (2) facilitate a collaborative stakeholder process to define management problems regarding increased outdoor recreation and to explore management options.

- IV. Non- Assignment: Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.
- V. Compliance with laws: the parties will comply with all applicable laws, ordinances, rules and regulations governing their respective duties or responsibilities under this MOU.
- VI. Principal Contacts:

Western Colorado University Program Contact	Western Colorado University Administrative Contact
Melanie Armstrong, Ph.D. Assistant Professor, Interim Dean, Clark School of Environment and Sustainability 1 Western Way Gunnison, CO 81231 970-943-2233 marmstrong@western.edu	Janice Welborn Director of Sponsored Programs and Grants Authorized Organizational Representative 1 Western Way Gunnison, CO 81231 970-943-3400 jwelborn@western.edu
Gunnison County Program Contact	Gunnison County Administrative Contact
Marlene Crosby Director 194 Basin Park Drive Gunnison, CO 81230 970-641-0044 mcrosby@gunnisoncounty.org	Jonathon Houck County Commissioners Chair 200 E. Virginia Avenue Gunnison, Co 81230 970-275-9625 jhouck@gunnisoncounty.org

In Witness Whereof, the parties have caused this MOA to be executed by their duly authorized officers as of the date and date first written above.

Janice Welborn
Director of Sponsored Programs, AOR
Western Colorado University

Jonathon Houck
Gunnison County Commissioners, Chair

Commented [JW1]: I will add electronic signatures once we have it right.

SCOPE OF WORK: Two public listening sessions and a facilitated stakeholder process for the White River National Forest, Gunnison County and Town of Marble regarding recreation management for the Lead King Loop.

- I. **BACKGROUND:** The Town of Marble has about 120 year-round residents and is located in the north-west corner of Gunnison County. The White River National Forest surrounds the town with connectivity to Gunnison National Forest lands by dirt mountain roads. The public lands surrounding the Town of Marble attract more than 17,000 visitors, who through the gateway community of Marble or Scofield Park, visit mostly during the months of May to October. Marble is seeing an increase in outdoor recreation-based tourism. This increase in use is putting new pressures on environmental and social-economic systems of the area.

A main attraction of the area is the Lead King Loop trail. Hiking, mountain biking, and motorized recreation occur on this rugged 13-mile dirt road. The public has expressed concerns about noise, road safety, parking, decreased user experience and environmental degradation corresponding with the increase in use. These multifaceted pressures and public deliberations have encouraged local municipalities and governing bodies to initiate a formal planning process. The convening entities include the Town of Marble, Gunnison County, and the White River National Forest.

- II. **DESCRIPTION OF SERVICES:** The convening entities of the Aspen-Sopris Ranger District of the White River National Forest, Gunnison County, and Town of Marble seek assistance from Western Colorado University's Center for Public Lands to (1) gather input through two public listening sessions and (2) facilitate a collaborative stakeholder process to define management problems regarding increased outdoor recreation and to explore management options.

The proposed objectives of the collaborative process are to:

- a) Learn about recreation use in and around the Town of Marble with the public and working group: where recreation use is occurring; what type of recreation use is occurring; opportunities and impacts plus other aspects.
- b) Explore stakeholder perspectives regarding recreation use and options to manage recreation use.
- c) Provide information to the public regarding what is known about recreation use, what management options are available, and anticipated consequences of possible management options.
- d) Provide the convening entities with management options developed and vetted from the public listening sessions and working group process.

Western Shall:

1. Develop two public listening sessions and three stakeholder workshops, including:
 - comprehensive planning for the entire meeting process, reading background materials, meeting with key stakeholders, and reviewing maps;
 - individual meeting plans, preparation, and agendas for each of the five meetings.
2. Facilitate five public meetings:
 - Provision of skilled neutral facilitation;
 - Manage presenters and panels;
 - Record meeting notes;
 - Provide close out reports/proceedings and synthesis of shared learning.
3. Knowledge sharing and communication:
 - Establish a web home for the project and public meetings on the Center for Public Lands website;
 - Coordinate all public outreach with the convening entities public affairs officer prior to carrying

out any activity;

- Refine the process with the convening entities, outside of facilitated meetings.
4. Fiscal Management
- Western will hold a cooperative, cost share agreement with the White River National Forest.
 - The Cost Share will outline the scope of work and negotiated agreement that the County and Forest Service are splitting the costs evenly.
 - Western will invoice Gunnison County for the 50% of their share of the costs as outlined in the agreement.

The Convening Entities Shall:

1. Collaborate with Western to accomplish the objective of this Scope of Work and the Description of Services;
2. Provide project direction for the listening sessions and stakeholder workshops;
3. Lead in presentations to the public on Forest Service, Town, and County targets and objectives at the meetings.
4. The White River National Forest and Gunnison County will each pay 50% of the services as specified in the budget as “cash to cooperator”.

III. PROCESS PATHWAY

Considering the complexity of the issues at hand, this does not equal a quick process. The process outlined below attempts to (1) expand meaningful stakeholder input to define the problem around increased outdoor-based recreation and (2) test points of community agreement for potential recreation management strategies in and around the Town of Marble.

The convening entities agreed three two-day workshops would provide the desired process pathway. It was also agreed that the process should include two public listening sessions in Marble. These are recommended to be two-hour sessions. One will be prior to the first workshop to inform the public of the stakeholder process and continue gathering community perceptions regarding current issues and opportunities for recreation management, focusing on:

- a) What has happened in relation to recreation and management in and around Marble in the last year?
- b) Are there more issues/concerns that should be brought to the attention of the working group, the USFS, County and Town? (IE: what has changed or still needs to change?)
- c) What is your desired future condition? What are possible management approaches to reach your desired future condition?

Workshop Number	August	#1 - September	#2 - October	November	#3 - December
Main Subject		Process, Interests, and Data and Information Needs	Data and information sharing, explore management options		Gauging consensus
Process	Listening Session #1	<p>Day 1: Introductions, people & process including initiate charter and procedural objectives</p> <p>Identify interests & articulate why recreation mgmt is important</p> <p>Explore problem definition</p>	<p>Day 1: Finalize charter</p> <p>Review problem definition and vision statement</p> <p>Review information gathered to inform potential mgmt strategies</p> <p>Begin to explore mgmt strategies</p>	Listening Session #2	<p>Day 1:</p> <p>Use the decision-making tool of a consensus scale could help identify priority areas of interest in the community for management options</p>
Process	Listening Session #1	<p>Day 2: Information session to learn about past and current mgmt approaches</p> <p>Explore vision statement</p> <p>Identify issues and subtopics for information gathering</p>	<p>Day 2: Finalize problem definition and vision statement (if needed)</p> <p>Continue to explore mgmt strategies & begin to gauge community areas of agreements</p>	Listening Session #2	<p>Day 2:</p> <p>Develop working group report to showcase areas of consensus or majority and minority reports for community supported mgmt options.</p>

d)

The second listening session will focus on a public review of the working group discussions to date plus input on their work to identify community areas of agreement for potential future management strategies. There is no guarantee of this, but we believe that with structure, facilitation, and clear decision-making methods there is a better chance of identifying priority areas of interest in the community for management options.

IV. WORKING GROUP PARTICIPATION:

The focus of the working group will be to learn about plans, procedures, goals, and objectives of the Forest Service and other governments and agencies represented. This will help to inform and explore potential management options. Then a consensus scale will be used with the working group as a tool to help identify priority areas of interest in the community for management options to be considered by the convening entities.

The convening entities discussed having a balanced set of interests represented by participants on the working group. The working group will consist of individuals who seek to work in good faith, work from an interest rather than a positional approach, and represent their interests with integrity. To ensure a full suite of community interests are covered, the Center will invite participation from organizations or community members for the following representation on behalf of the convening entities. Interest representatives include:

- The Town of Crystal community member
- Crystal Mill representative
- The Town of Marble community member
- Gunnison County community member
- Gunnison County Sheriff
- Colorado Parks and Wildlife staff
- Motorized recreation representative
- Non-motorized recreation representative
- Mechanized recreation representative
- Community economic development representative
- Environmental/conservation representative

The interests and community members above will each have one voting representative. The Town of Marble, Gunnison County, and the U.S. Forest Service will be ex-officio members. The voting will be used to gauge areas of agreement in the community. The convening entities are the organizations that hold decision making power to implement management actions.

V. RECOMMENDATION SETTING

Western's Center for Public Lands will use a consensus-based decision protocol that uses 'gradations of consensus'. The gradations of consensus will allow stakeholder representatives to test consensus in order to reach a ranked set of priorities area for management options that the convening entities can consider. Ex-officio members will not be voting representatives. The gradients are:

- One: Endorsement – member likes it.
- Two: Endorsement with minor point of contention – basically, member likes it.
- Three: Agreement with minor reservations – member can live with it.
- Four: Stand aside with major reservations – formal disagreement, but will not block the proposal/revision.
- Five: Block – member will not support the proposal.

Consensus = all members vote 1, 2 or 3

Consensus with major reservations = all members not 1, 2, 3, or 4

No consensus = one or more members vote 5

VI. ANTICIPATED TIMELINE

LEAD KING LOOP ANTICIPATED WORKING GROUP TIMELINE		
		Items
SUMMER	July	Discuss and refine the process pathway
	August	Finalize the agreement and invite/confirm working group members. Prepare for listening session #1. Collaborative cost share agreements will be finalized.
FALL	September	Prepare and for host listening session #1
FALL	October	Prepare for and host workshop #1
	November	Prepare for and host workshop #2 (prior to Thanksgiving)
WINTER	December	Debrief listening session #1 and #2 and how plan for how it informs listening session #2 and workshop #3
	January	Prepare and for host listening session #2
	February	Prepare for and host workshop #3 Start process report
	March	Debrief listening session #2 and workshop #3 Public report to community, Marble Trustee's, White River, and Gunnison County

VII.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/21/2021

Gunnison County Treasurer						
Investment Report						
31-Aug-21						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	44,858.93			Cash	N/A
Bank of the West	1101	2,903,137.71	0.00%		Chkg	N/A
Bank of the West CC	1103	1,308,756.61	0.00%		Chkg	N/A
Bank of the West MM	1104	4,387,330.82	0.30%		MMA	Mo
Wells Fargo Warrant Clearing	1145	1,160,937.34	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	7,007,984.07	0.01%		Chkg	Mo
Colofrust Plus	1118	1,391,866.32	0.03%		Pool	Mo
C-Safe	1121	2,043,756.73	0.07%		Pool	Mo
Community Banks of Colorado MM	1320	1,281,595.72	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,141.68	0.00%		MMA	Mo
Solera Savings	1161	1,027,141.00	0.20%		MMA	Quarterly
Investment Clearing	1199	29,827.54	0.01%		MMA	Mo
TOTAL CASH AND CHECKING		22,741,354.47			47.75%	
INVESTMENTS						
Ally Bank GJX2	1313	249,177.98	2.45%		CD	SA/Mat 5/23/22 3 yrs
Alma Bank 0BQ9	1282	248,459.40	1.65%		CD	M/MAT 8/12/22 30 MO
AXOS Bank DAH1	1275	249,859.54	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoolim A2C3	1252	244,592.07	0.30%		CD	SA / Mat 8/21/23
Bank Midwest 7928	1302	249,790.59	1.95%		CD	A/Mat 11/22/21 27 mo
Bank Midwest 8479	1303	250,708.55	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	244,677.82	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	251,737.25	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BCL3	1261	245,137.20	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	249,665.53	2.25%		CD	SA/MAT 7/26/22 5yrs
Beneficial Bank QBR6	1370	245,127.89	1.50%		CD	SA/Mat 9/13/21 4 yrs
BMO Harris Bank XAN0	1259	241,736.60	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	245,186.69	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	248,938.13	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	252,061.88	1.45%		CD	SA/Mat 4/15/25 5 yrs
Cathay Bank 9MQ5	1328	257,150.04	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	254,471.45	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	249,158.38	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	256,362.61	3.10%		CD	SA/MAT 5/4/23
Community Banks of Colorado	1357					matured
East Boston Savings PDL2	1254	244,029.55	0.30%		CD	SA / Mat 2/12/24
Enerbank TQJ2	1257	245,131.32	0.30%		CD	SA/Mat 7/24/23 3 yrs
Enterprise Bank RJC1	1369	245,451.29	1.40%		CD	M/Mat 9/23/21 4 yrs
FFCB EMZWS	1233	499,751.50	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	249,954.50	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	499,794.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	486,647.42	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB AMDV1	1236	500,750.50	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	501,226.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	500,539.50	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1234	349,331.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	349,237.35	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	499,663.50	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	499,906.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB ANJK7	1229	997,767.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	494,319.50	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	495,648.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	499,844.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	500,125.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	500,353.50	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	500,464.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB LW67	1238	500,698.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC B3F5	1246	298,296.60	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC XAP9	1248	497,136.50	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
First Oklahoma Bank 7BX5	1270	244,831.68	0.95%		CD	M/Mat 5/15/25 5 yrs Callable
Firstier Bank LAH1	1304	252,312.02	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	244,736.62	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	254,484.44	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	1.71%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M / AT 2/14/23
Gunnison Bank and Trust	1283	252,435.60	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	234,073.00	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	244,596.48	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	219,617.15	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	254,274.72	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	244,022.20	0.30%		CD	SA / Mat 2/14/24
M Y Safra Bank JB10	1258	245,004.16	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	251,981.76	1.70%		CD	SA / Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	249,666.51	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	252,615.33	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	255,487.71	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	254,519.72	2.75%		CD	SA/Mat 4/4/23 4 yr
Northern Bank & Trust QCJ5	1367	246,792.66	1.25%		CD	SA/Mat 4/18/22 2 yrs
Pacific Western Bank YRK7	1273	249,553.81	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	245,109.27	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	246,554.52	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	254,902.16	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	258,159.45	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae OTT2	1472	249,606.49	1.85%		CD	SA/Mat 10/24/22 3 yrs
State Bank of India NY SKL4	1333	255,010.90	2.90%		CD	SA/Mat 3/29/23 5 yrs
Stockmens Bank	1372		0.00%		0	matured
Texas Capital Bank PLY3	1255	245,106.33	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	245,110.00	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Townebank PCQ0	1274	246,719.16	1.15%		CD	SA/Mat 4/29/22 4 yrs
Toyota Financial Savings MJS1	1264	246,157.87	0.80%		CD	SA/Mat 6/30/25 5 yrs
UBS Bank JEE6	1324	245,973.14	3.10%		CD	M/Mat 10/18/21 5 yrs
Verus Bank LBT0	1364	249,485.30	1.35%		CD	M/Mat 10/25/21 5 yr
Wells Fargo Bank 3A48	1488	259,653.20	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		24,888,618.99			52.25%	
Cash per Treasurer's Ledger		47,629,973.46			100.00%	
Plus Pending Disbursements		4,890.36				
Total Due to All Funds		47,634,863.82				

TREASURER'S MONTHLY REPORT FOR AUGUST 2021

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	\$	\$	\$	\$
Due from Tre-County General	17,184,385.41	369,385.64	(958,261.24)	16,595,509.81
Due from Tre-Road & Bridge	3,017,215.76	89,918.20	(722.92)	3,106,411.04
Due from Tre-Human Services	545,115.20	4,663.05	(7,014.35)	542,763.90
Due from Tre-Public Health Agency	237,603.97	13,585.07	(40,152.79)	211,036.25
Due from Tre-Conservation Trust	92,310.15	-	(517.64)	91,792.51
Due from Tre-Bond Fund	9,848.49	-	(1.61)	9,846.88
Due from Tre-Airport	1,068,154.18	320,781.74	(865.17)	1,388,070.75
Due from Tre-Sales Tax	2,337,533.35	354,147.28	(460.40)	2,691,220.23
Due from Tre-Land Preservation	1,235,542.31	-	(369,567.25)	865,975.06
Due from Tre-Mosquito	37,902.87	502.90	(14,927.79)	23,477.98
Due from Tre-Sage Grouse	174,616.25	7,574.15	(29.88)	182,160.52
Due from Tre-Risk Management	284,435.58	-	(8,837.00)	275,598.58
Due from Tre-Airport Construction	931,006.44	24,130.07	(1,337.73)	953,798.78
Due from Tre-Capital Projects	536,109.00	-	(54,569.32)	481,539.68
Due from Tre-Sewer	1,480,410.72	82,464.70	(26,825.05)	1,536,050.37
Due from Tre-Water	676,859.91	-	(21,430.20)	655,429.71
Due from Tre-Solid Waste	297,677.51	217,070.20	(128,446.71)	386,301.00
Due from Tre-Housing Authority	868,190.68	13,301.48	(270.36)	881,221.80
Due from Tre-Gunn Sr Housing	45,797.88	1,294.83	(8,107.58)	38,985.13
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,819,257.35	304.33	(5,557.73)	1,814,003.95
Due from Tre-Internal Service II	880,416.78	378.87	(14,033.02)	866,762.63
Due from Tre-Insurance Trust	1,771,060.82	35,920.27	(300.47)	1,806,680.62
Due from Tre-Local Marketing District	1,066,601.13	-	(135,682.50)	930,918.63
Due from Tre-Rural Trans Auth	4,940,304.43	562,277.73	(929.70)	5,501,652.46
Due from Tre-Public Trustee Agency	15,781.18	-	(4,801.01)	10,980.17
Due from Tre-Series 2010 Bond Reserve	241.59	-	(0.04)	241.55
Due from Tre-Terminal Construction	705,505.23	-	(115.69)	705,389.54
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	64.71	(64.71)	-
Due from Tre-Treas Fees	-	17,455.51	(17,455.51)	-
Due from Tre-Health Claims	11,670.86	122,470.89	(108,800.24)	25,341.51
Due from Tre-Landfill Closure	1,055,140.71	4,935.05	(173.83)	1,059,901.93
Due from Tre-Landfill Cons Resv	815,671.36	18,322.60	(136.76)	833,857.20
Due from Tre-Payroll Clearing	24,932.67	705,542.46	(714,347.97)	16,127.16
Due from Tre-Sewer Reserve	96,160.00	-	-	96,160.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	12,631.40	-	(2.07)	12,629.33
Due From Tre-Housing Authority Restricted Dep	11,226.00	-	-	11,226.00
Due from Tre-Accounts Payable Clearing	1,051,586.51	3,444,733.34	(3,494,227.78)	1,002,092.07
Due from Tre-Finance Revenue Clearing	-	4,207,073.02	(4,207,073.02)	-
Due from Tre-Water Resource	58,010.38	1,525.65	(9.76)	59,526.27
Due from Tre-Workforce Impact Fees	42,437.12	-	(6.96)	42,430.16
Due from Tre-Living Community	24,601.51	8,578.74	(24,644.83)	8,535.42
COUNTY FUNDS TOTAL	45,548,609.08	10,628,402.48	(10,370,708.59)	45,806,302.97
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	16,155.54	10,024.35	(16,195.89)	9,984.00
Due from Tre-Crested Butte Street/Alley	25,765.36	5,329.09	(25,925.25)	5,169.20
Due from Tre-Gunnison City General	19,241.67	14,810.16	(19,466.16)	14,585.67
Due from Tre-Marble General	2,037.05	1,018.63	(2,053.35)	1,002.33
Due from Tre-Mt Crested Butte General	36,952.83	15,157.57	(37,457.36)	14,653.04
Due from Tre-Pitkin General	826.96	721.15	(837.43)	710.68
CITIES AND TOWNS TOTAL	100,979.41	47,060.95	(101,935.44)	46,104.92
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	486,911.76	2,080,451.61	(1,711,749.31)	855,614.06
Due from Tre-Gunn RE1J Bond	151,327.21	52,247.23	(151,596.94)	51,977.50
Due from Tre-Delta 50J General	8,955.66	14,152.10	(12,083.82)	11,023.94
Due from Tre-Delta 50J Bond	298.62	409.00	(298.62)	409.00
Due from Tre-Montrose RE1J General	5,002.34	2,484.82	(5,006.48)	2,480.68

Due from Tre-Montrose RE1J Bond	643.55	254.78	(643.55)	254.78
Due from Tre-Reij 2014 Mill Override	75,463.93	26,119.22	(75,663.75)	25,919.40
SCHOOLS TOTAL	728,603.07	2,176,118.76	(1,957,042.47)	947,679.36
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due from Tre-Library Dist	-	-	-	-
Due from Tre-CO River Water CD	12,467.88	5,876.10	(12,592.84)	5,751.14
Due from Tre-Reserve MD2	5,560.06	3,256.75	(5,632.28)	3,184.53
Due from Tre-Mt Crested Butte DDA	27,240.09	2,762.21	(27,322.96)	2,679.34
Due from Tre-Bostwick Park Water CD	89.23	52.46	(90.32)	51.37
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	14,913.81	4,951.96	(15,096.67)	4,769.10
Due from Tre-Mt CB Water/San	41,590.05	16,255.77	(42,185.67)	15,660.15
Due from Tre-East River Regional SD	3,765.23	4,058.31	(4,020.10)	3,803.44
Due from Tre-Cemetery	6,685.11	3,996.89	(6,771.54)	3,910.46
Due from Tre-Gunn Co Metro Rec Dist	23,744.35	10,905.99	(23,981.31)	10,669.03
Due from Tre-N Fork Water CD	160.63	181.53	(161.82)	180.34
Due from Tre-Skyland MD	27,002.63	13,982.86	(27,288.80)	13,696.69
Due from Tre-Upper Gunn Water CD	45,154.86	20,861.29	(45,609.73)	20,406.42
Due from Tre-Crested Butte Fire PD	105,320.78	39,761.89	(106,209.27)	38,873.40
Due from Tre-Gunn Co Fire PD	23,625.80	10,373.91	(23,804.48)	10,195.23
Due from Tre-Carbondale & Rural Fire PD	8,929.65	3,634.01	(8,996.53)	3,567.13
Due from Tre-Ragged Mt Fire PD	941.72	1,078.60	(949.54)	1,070.78
Due from Tre-Arrowhead Fire PD	2,160.97	807.02	(2,176.26)	791.73
Due From Tre-Library General Fund	47,193.05	22,251.92	(47,666.20)	21,778.77
Due From Tre-Reserve MD#2 BOND 2016A	20,078.44	11,976.63	(20,332.48)	11,722.59
Due From Tre-North Fork Ambulance Health Ser	2,101.17	2,155.82	(2,115.79)	2,141.20
Due From Tre-Reserve MD #2 BOND 2016B	2,879.58	1,686.71	(2,916.98)	1,649.31
Due From Tre-Reserve MD #2 BOND 2016C	2,369.80	1,388.12	(2,400.58)	1,357.34
IMPROVEMENT DISTRICTS TOTAL	423,974.89	182,256.75	(428,322.15)	177,909.49
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	628,827.79	602,747.39	(634,038.82)	597,536.36
Due from Tre-Clerk Sales Tax	-	65,624.31	(39,236.14)	26,388.17
Due from Tre-SOT	-	295,837.21	(295,837.21)	-
Due from Tre-State Auto	-	272,769.78	(272,769.78)	-
Due from Tre-Clerk ST Domestic Abuse	-	800.00	(800.00)	-
Due from Tre-Clerk State Registrar	-	120.00	-	120.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,408.00	(1,408.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	12,690.48	-	-	12,690.48
Due from Tre-Inmate Trust	14,399.98	14,799.35	(15,660.04)	13,539.29
Due from Tre-Investment Interest	-	26,052.81	(26,052.81)	-
Due from Tre-Treas Deed	2,218.16	1,627.92	(1,965.48)	1,880.60
Due from Tre-Unused Remittances	614,510.05	656.23	(613,513.71)	1,652.57
Due from Tre-Elected Official Fees Clrg	2,158.18	61,970.26	(61,068.83)	3,059.61
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	1,274,804.64	1,344,413.26	(1,962,350.82)	656,867.08
GRAND TOTALS	48,076,971.09	14,378,252.20	(14,820,359.47)	47,634,863.82

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of August 2021.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: August 2021 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

August 2021 Cash Transfer Report

Fiscal Impact: \$5,527,830.72

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/15/2021

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: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/21/2021



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
August-21**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(504,964.84)
130	95 11122	General - Payroll Account	705,542.46	0.00
150	01 11102	General - Water Resources	1,525.65	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(4,207,073.02)
002	02 11900	Road & Bridge	20,535.68	0.00
003	03 11900	Human Services	0.00	(6,907.21)
004	04 11900	Public Health Agency	0.00	(39,982.33)
007	07 11900	Conservation Trust	0.00	(502.59)
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	260,530.43	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	352,246.67	0.00
013	13 11900	Land Preservation	0.00	(369,425.22)
030	30 11900	Mosquito Control	0.00	(14,908.79)
032	32 11900	Sage Grouse Trust	7,574.15	0.00
034	34 11900	Risk Management	0.00	(8,791.80)
041	41 11900	Airport Construction	0.00	(1,181.30)
043	43 11900	Capital Expenditures	0.00	(54,490.34)
050	50 11900	Gunnison County Sewer	0.00	(7,501.49)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(21,309.83)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(126,212.65)
125	52 11101	Solid Waste - Landfill Closure	4,935.05	0.00
126	52 11102	Solid Waste - Landfill Const	18,322.60	0.00
070	70 11900	Housing Authority	719.05	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(8,101.19)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(5,260.22)
082	82 11900	ISF-II	0.00	(10,887.07)
090	90 11900	Health Insurance Trust	29,155.05	0.00
115	90 11101	Health Insurance Claims	122,470.89	0.00
091	91 11900	Local Marketing District	0.00	(135,529.82)
092	92 11900	Transportation Authority	559,539.70	0.00
093	93 11900	Public Trustee Agency	0.00	(4,801.01)
145	95 11121	Accounts Payable Clearing	3,444,733.34	0.00
TOTALS			\$ 5,527,830.72	\$ (5,527,830.72)

TRANSFER FOR JOURNAL ENTRIES:

108040, 108041, 108042, 108043, 108044, 107291, 107295, 107296, 106339, 107344, 107349, 107353, 107354, 107355, 107356, 106349, 107360, 107361, 108217, 108241, 108247, 108278, 108279, 108280, 108281, 108287, 108288, 108289, AUG AP, AUG GBI, 108239, JUL PRJ,

PREPARED BY:

DATE:

9/10/21

AUTHORIZED BY:

DATE:

9/10/21

RECEIVED BY TREASURER:

DATE:

9-10-21

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING: August-21**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900
0.00	108040,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2021	(16,219.98)						(245.83)	
0.00	108041,	STND2: BUDGETED INTERFUND TRANSF	7/31/2021	49,200.65					(8,048.33)		(5,971.58)
0.00	108042,	STND3: MAPPING SYSTEM CHARGES	7/31/2021	(11,864.01)					(1,675.91)	(22.08)	(22.08)
0.00	108043,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2021	(4,480.33)					(412.50)	(881.25)	(524.99)
0.00	108044,	STND5: COMPUTER SYSTEM CHARGES	7/31/2021	(25,289.58)					(2,870.83)	(1,750.00)	(3,419.83)
0.00	107291,	RECLASS MEDICAID REIMBURSEMENT	7/31/2021	107.25							(107.25)
0.00	107295,	RECORD RESTRICTED WATER USAGE	7/31/2021	2,722.00	(2,722.00)						
0.00	107296,	FAIRGROUND VEHICLE MAINT	7/31/2021	(213.10)							
0.00	106339,	PCARD DISTRIBUTION 7/6	6/30/2021	27,321.41					(393.98)	(1,899.91)	(14,394.12)
0.00	107344,	RECLASS HOUSING A/R - A/P	7/31/2021	(210.58)							
0.00	107349,	RECLASS MCMAHAN & ASSOCIATES	7/31/2021	(36,421.81)					6,503.61	8,346.28	1,724.88
0.00	107353,	RECLASS TOMICHI	7/31/2021								
0.00	107354,	EQUIPMENT USAGE JUL	7/31/2021	(2,197.00)					(108,189.96)		
0.00	107355,	MATERIAL USAGE JUL	7/31/2021						(3,662.14)		
0.00	107356,	MOTORPOOL RENTS JULY	7/31/2021	(1,413.44)							(244.72)
0.00	106349,	GVRHA REV/EXP JUN 2021	6/30/2021								
0.00	107360,	GVRHA REV/EXP JUL 2021	7/31/2021								
0.00	107361,	PH PHOTOCOPY JULY	7/31/2021	(36.32)							(160.00)
0.00	108217,	ADD LANDFILL PHONE EXPENSE	8/31/2021								
0.00	108241,	RECORD PW COMP EARNED AUG	8/31/2021						2,890.31		
0.00	108247,	REC MED/DEN/FLEX/Rx CHECKS AUG	8/31/2021	(7,395.68)							
0.00	108278,	LANDFILL ALLOCATION AUG	8/31/2021								
0.00	108279,	REVENUE CLEARING ACTIVITY AUG	8/31/2021	57,367.97				(4,207,073.02)	319,072.50	119,738.85	94,520.08
0.00	108280,	PH PHOTOCOPY AUG	8/31/2021	(32.00)							(354.32)
0.00	108281,	TRANSFER FROM RTA FOR MECHANIC	8/31/2021								
0.00	108287,	COPIES BLACK AUG 2021	8/31/2021	(853.56)					(2.68)	(18.48)	(11.88)
0.00	108288,	COPIES COLOR AUG 2021	8/31/2021	(636.11)						(7.92)	(21.42)
0.00	108289,	POSTAGE USEAGE AUG 2021	8/31/2021	(1,620.30)							
0.00	AUG AP,	AP CLEARING AUGUST	8/31/2021	(243,510.53)					(14,846.60)	(4,577.07)	(6,835.78)
0.00	AUG GBI,	LANDFILL INTERFUND CHARGES AUG	8/31/2021	(111.22)					(12.00)		
0.00	108239,	NET PAYROLL TRANSFER JUL	8/31/2021	(705,542.46)							
0.00	JUL PRJ,	Payroll Journals	7/31/2021	420,611.54					(167,815.81)	(125,589.80)	(104,159.32)
0.00		Cash Transfer adjustments		(4,247.65)	4,247.65	-	-	-	-	-	-
0.00		TOTALS		(504,964.84)	1,525.65	-	-	(4,207,073.02)	20,535.68	(6,907.21)	(39,982.33)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-21

JE's	Description	Finance Business Date	07	08	08	08	10	10	12	13	30	32	34
			Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900
108040,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2021					(502.25)						
108041,	STND2: BUDGETED INTERFUND TRANSF	7/31/2021					(5,577.33)		(8,333.33)		1,277.00		
108042,	STND3: MAPPING SYSTEM CHARGES	7/31/2021					(22.08)						
108043,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2021					(300.00)						
108044,	STND5: COMPUTER SYSTEM CHARGES	7/31/2021					(1,654.17)						
107291,	RECLASS MEDICAID REIMBURSEMENT	7/31/2021											
107295,	RECORD RESTRICTED WATER USAGE	7/31/2021											
107296,	FAIRGROUND VEHICLE MAINT	7/31/2021											
106339,	PCARD DISTRIBUTION 7/6	6/30/2021	(502.59)				(776.23)						
107344,	RECLASS HOUSING A/R - A/P	7/31/2021											
107349,	RECLASS MCMAHAN & ASSOCIATES	7/31/2021					5,981.74		1,858.18		250.10		
107353,	RECLASS TOMICHI	7/31/2021											(4,692.08)
107354,	EQUIPMENT USAGE JUL	7/31/2021											
107355,	MATERIAL USAGE JUL	7/31/2021											
107356,	MOTORPOOL RENTS JULY	7/31/2021											
106349,	GVRHA REV/EXP JUN 2021	6/30/2021											
107360,	GVRHA REV/EXP JUL 2021	7/31/2021											
107361,	PH PHOTOCOPY JULY	7/31/2021											
108217,	ADD LANDFILL PHONE EXPENSE	8/31/2021											
108241,	RECORD PW COMP EARNED AUG	8/31/2021											
108247,	REC MED/DEN/FLEX/Rx CHECKS AUG	8/31/2021											
108278,	LANDFILL ALLOCATION AUG	8/31/2021										7,574.15	
108279,	REVENUE CLEARING ACTIVITY AUG	8/31/2021					372,778.59		548,428.26	50,313.78			
108280,	PH PHOTOCOPY AUG	8/31/2021											
108281,	TRANSFER FROM RTA FOR MECHANIC	8/31/2021					30,000.00						
108287,	COPIES BLACK AUG 2021	8/31/2021					(33.76)						
108288,	COPIES COLOR AUG 2021	8/31/2021					(101.71)						
108289,	POSTAGE USEAGE AUG 2021	8/31/2021											
AUG AP,	AP CLEARING AUGUST	8/31/2021					(68,754.66)		(189,706.44)	(419,739.00)	(16,435.89)		(4,099.72)
AUG GBI,	LANDFILL INTERFUND CHARGES AUG	8/31/2021											
108239,	NET PAYROLL TRANSFER JUL	8/31/2021											
JUL PRJ,	Payroll Journals	7/31/2021					(70,507.71)						
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-	-
	TOTALS		(502.59)	-	-	-	260,530.43	-	352,246.67	(369,425.22)	(14,908.79)	7,574.15	(8,791.80)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-21

JE's	Description	Finance Business Date	41	43	50	50	51	51	52	52	52	70	70
			Airport Construction	Capital Expenditures	Sewer Fund	Sewer Bond Reserve	Water Fund	Water Bond Reserve	Solid Waste	Landfill Closure	Landfill Construction	Housing Authority	Hsg Auth Deposits
108040,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2021			(397.13)		(576.68)		(10,584.73)				
108041,	STND2: BUDGETED INTERFUND TRANSF	7/31/2021			(3,903.17)		1,061.17		(6,526.00)			(818.33)	
108042,	STND3: MAPPING SYSTEM CHARGES	7/31/2021					(661.50)					(22.08)	
108043,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2021											
108044,	STND5: COMPUTER SYSTEM CHARGES	7/31/2021					(166.67)		(420.83)				
107291,	RECLASS MEDICAID REIMBURSEMENT	7/31/2021											
107295,	RECORD RESTRICTED WATER USAGE	7/31/2021											
107296,	FAIRGROUND VEHICLE MAINT	7/31/2021											
106339,	PCARD DISTRIBUTION 7/6	6/30/2021					(558.74)		(4,578.75)				
107344,	RECLASS HOUSING A/R - A/P	7/31/2021										210.58	
107349,	RECLASS MCMAHAN & ASSOCIATES	7/31/2021			3,757.71		1,157.48		1,865.44			1,942.94	
107353,	RECLASS TOMICHI	7/31/2021			4,692.08								
107354,	EQUIPMENT USAGE JUL	7/31/2021					(102.00)		(6,115.32)				
107355,	MATERIAL USAGE JUL	7/31/2021											
107356,	MOTORPOOL RENTS JULY	7/31/2021											
106349,	GVRHA REV/EXP JUN 2021	6/30/2021										1,507.02	
107360,	GVRHA REV/EXP JUL 2021	7/31/2021										2,427.92	
107361,	PH PHOTOCOPY JULY	7/31/2021											
108217,	ADD LANDFILL PHONE EXPENSE	8/31/2021							(300.00)				
108241,	RECORD PW COMP EARNED AUG	8/31/2021					(149.94)		(2,560.09)				
108247,	REC MED/DEN/FLEX/Rx CHECKS AUG	8/31/2021											
108278,	LANDFILL ALLOCATION AUG	8/31/2021							(30,831.80)	4,935.05	18,322.60		
108279,	REVENUE CLEARING ACTIVITY AUG	8/31/2021	1,276,320.83	28,074.00					72.12				
108280,	PH PHOTOCOPY AUG	8/31/2021											
108281,	TRANSFER FROM RTA FOR MECHANIC	8/31/2021											
108287,	COPIES BLACK AUG 2021	8/31/2021											
108288,	COPIES COLOR AUG 2021	8/31/2021											
108289,	POSTAGE USEAGE AUG 2021	8/31/2021											
AUG AP,	AP CLEARING AUGUST	8/31/2021	(1,277,502.13)	(82,487.47)	(8,498.78)		(11,197.89)		(16,308.96)			(4,529.00)	
AUG GBI,	LANDFILL INTERFUND CHARGES AUG	8/31/2021		(76.87)					200.09				
108239,	NET PAYROLL TRANSFER JUL	8/31/2021											
JUL PRJ,	Payroll Journals	7/31/2021			(3,152.20)		(10,115.06)		(50,123.82)				
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-	-
	TOTALS		(1,181.30)	(54,490.34)	(7,501.49)	-	(21,309.83)	-	(126,212.65)	4,935.05	18,322.60	719.05	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING: August-21**

JE's	Description	Finance Business Date	71	71	72	80	82	90	90	91	92	93
			Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900
108040,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2021				28,526.60						
108041,	STND2: BUDGETED INTERFUND TRANSF	7/31/2021				(293.34)	(3,474.50)	(4,086.00)		(3,561.08)	(945.83)	
108042,	STND3: MAPPING SYSTEM CHARGES	7/31/2021					14,289.74					
108043,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2021				(37.50)	6,674.07					(37.50)
108044,	STND5: COMPUTER SYSTEM CHARGES	7/31/2021				(166.67)	35,948.58					(210.00)
107291,	RECLASS MEDICAID REIMBURSEMENT	7/31/2021										
107295,	RECORD RESTRICTED WATER USAGE	7/31/2021										
107296,	FAIRGROUND VEHICLE MAINT	7/31/2021				213.10						
106339,	PCARD DISTRIBUTION 7/6	6/30/2021				(3,070.31)	(1,104.78)					(42.00)
107344,	RECLASS HOUSING A/R - A/P	7/31/2021										
107349,	RECLASS MCMAHAN & ASSOCIATES	7/31/2021				4,372.62	1,599.83			(2,939.00)		
107353,	RECLASS TOMICHI	7/31/2021										
107354,	EQUIPMENT USAGE JUL	7/31/2021				116,604.28						
107355,	MATERIAL USAGE JUL	7/31/2021				3,662.14						
107356,	MOTORPOOL RENTS JULY	7/31/2021				1,658.16						
106349,	GVRHA REV/EXP JUN 2021	6/30/2021	(1,507.02)									
107360,	GVRHA REV/EXP JUL 2021	7/31/2021	(2,427.92)									
107361,	PH PHOTOCOPY JULY	7/31/2021					196.32					
108217,	ADD LANDFILL PHONE EXPENSE	8/31/2021					300.00					
108241,	RECORD PW COMP EARNED AUG	8/31/2021				(180.28)						
108247,	REC MED/DEN/FLEX/Rx CHECKS AUG	8/31/2021						(115,075.21)	122,470.89			
108278,	LANDFILL ALLOCATION AUG	8/31/2021										
108279,	REVENUE CLEARING ACTIVITY AUG	8/31/2021	11,398.00							369,759.63	959,228.41	
108280,	PH PHOTOCOPY AUG	8/31/2021					386.32					
108281,	TRANSFER FROM RTA FOR MECHANIC	8/31/2021									(30,000.00)	
108287,	COPIES BLACK AUG 2021	8/31/2021					920.36					
108288,	COPIES COLOR AUG 2021	8/31/2021					767.16					
108289,	POSTAGE USEAGE AUG 2021	8/31/2021					1,620.30					
AUG AP,	AP CLEARING AUGUST	8/31/2021	(15,564.25)			(114,139.02)	(38,834.19)	(39,633.71)		(498,789.37)	(368,742.88)	
AUG GBI,	LANDFILL INTERFUND CHARGES AUG	8/31/2021										
108239,	NET PAYROLL TRANSFER JUL	8/31/2021										
JUL PRJ,	Payroll Journals	7/31/2021				(42,410.00)	(30,176.28)	187,949.97				(4,511.51)
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-
	TOTALS		(8,101.19)	-	-	(5,260.22)	(10,887.07)	29,155.05	122,470.89	(135,529.82)	559,539.70	(4,801.01)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING: August-21**

JE's	Description	Finance Business Date	95	
			Accounts Pay Clearing	95 Payroll Clearing
			95 11121	95 11122
108040,	STND1: VEHICLE/EQUIPMENT RENT	7/31/2021		
108041,	STND2: BUDGETED INTERFUND TRANSF	7/31/2021		
108042,	STND3: MAPPING SYSTEM CHARGES	7/31/2021		
108043,	STND4: TELEPHONE/FAX SYSTEM CHARGES	7/31/2021		
108044,	STND5: COMPUTER SYSTEM CHARGES	7/31/2021		
107291,	RECLASS MEDICAID REIMBURSEMENT	7/31/2021		
107295,	RECORD RESTRICTED WATER USAGE	7/31/2021		
107296,	FAIRGROUND VEHICLE MAINT	7/31/2021		
106339,	PCARD DISTRIBUTION 7/6	6/30/2021		
107344,	RECLASS HOUSING A/R - A/P	7/31/2021		
107349,	RECLASS MCMAHAN & ASSOCIATES	7/31/2021		
107353,	RECLASS TOMICHI	7/31/2021		
107354,	EQUIPMENT USAGE JUL	7/31/2021		
107355,	MATERIAL USAGE JUL	7/31/2021		
107356,	MOTORPOOL RENTS JULY	7/31/2021		
106349,	GVRHA REV/EXP JUN 2021	6/30/2021		
107360,	GVRHA REV/EXP JUL 2021	7/31/2021		
107361,	PH PHOTOCOPY JULY	7/31/2021		
108217,	ADD LANDFILL PHONE EXPENSE	8/31/2021		
108241,	RECORD PW COMP EARNED AUG	8/31/2021		
108247,	REC MED/DEN/FLEX/Rx CHECKS AUG	8/31/2021		
108278,	LANDFILL ALLOCATION AUG	8/31/2021		
108279,	REVENUE CLEARING ACTIVITY AUG	8/31/2021		
108280,	PH PHOTOCOPY AUG	8/31/2021		
108281,	TRANSFER FROM RTA FOR MECHANIC	8/31/2021		
108287,	COPIES BLACK AUG 2021	8/31/2021		
108288,	COPIES COLOR AUG 2021	8/31/2021		
108289,	POSTAGE USEAGE AUG 2021	8/31/2021		
AUG AP,	AP CLEARING AUGUST	8/31/2021	3,444,733.34	
AUG GBI,	LANDFILL INTERFUND CHARGES AUG	8/31/2021		
108239,	NET PAYROLL TRANSFER JUL	8/31/2021		705,542.46
JUL PRJ,	Payroll Journals	7/31/2021		
	Cash Transfer adjustments		-	-
	TOTALS		3,444,733.34	705,542.46

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

July 2021 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/15/2021

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: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/21/2021

Gunnison County, Colorado
County Taxable Sales
For the Year Ended 12/31/21

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091	17,498,356	17,802,918	19,214,279	24,686,272	27,342,687						140,142,059
Crested Butte	12,513,507	13,017,048	16,540,802	7,696,158	9,230,655	16,590,751	21,120,859						96,709,780
Mt. Crested Butte	4,990,371	6,986,247	7,855,129	2,046,403	1,593,221	3,321,433	6,366,186						33,158,990
Marble	134,091	110,204	163,848	95,749	262,325	495,547	512,659						1,774,423
Pitkin	60,157	74,791	61,971	51,597	114,822	254,657	292,045						910,040
Unincorporated	7,999,252	8,959,136	9,714,171	7,854,839	9,857,208	15,130,334	14,954,200						74,469,140
TOTAL TAXABLE SALES	42,289,834	46,152,517	51,834,277	35,547,664	40,272,510	60,478,994	70,588,636	0	0	0	0	0	347,164,432
Computed 1% Sales Tax	422,898.34	461,525.17	518,342.77	355,476.64	402,725.10	604,789.94	705,886.36	0.00	0.00	0.00	0.00	0.00	3,471,644.32
% Incr(Decr) of 2021 over 2020	11.54%	21.90%	67.66%	39.42%	34.53%	40.95%	22.20%						

For the Year Ended 12/31/20

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	14,635,850	14,000,127	15,133,045	11,932,684	15,954,321	19,372,536	23,038,867	22,218,810	26,371,538	20,261,753	15,982,681	18,321,705	217,223,917
Crested Butte	10,471,137	9,450,851	6,444,115	5,175,176	5,488,622	10,999,031	17,679,453	15,578,385	15,561,932	10,587,353	8,350,809	13,913,764	129,700,628
Mt. Crested Butte	5,027,827	5,730,611	3,186,788	1,908,470	835,291	1,349,158	3,849,787	3,121,506	2,888,821	1,639,309	1,767,046	5,411,868	36,716,482
Marble	75,081	57,884	60,091	83,170	207,672	381,939	486,729	395,287	478,854	317,888	102,207	210,200	2,857,002
Pitkin	60,171	36,829	(13,486)	43,998	58,737	169,813	235,564	163,847	251,899	104,841	114,662	51,277	1,278,152
Unincorporated	7,645,916	8,584,311	6,106,643	6,353,506	7,390,112	10,634,557	12,475,812	11,308,379	11,386,336	8,997,474	8,990,856	12,563,534	112,437,436
TOTAL TAXABLE SALES	37,915,982	37,860,613	30,917,196	25,497,004	29,934,755	42,907,034	57,766,212	52,786,214	56,939,380	41,908,618	35,308,261	50,472,348	500,213,617
Computed 1% Sales Tax	379,159.82	378,606.13	309,171.96	254,970.04	299,347.55	429,070.34	577,662.12	527,862.14	569,393.80	419,086.18	353,082.61	504,723.48	5,002,136.17
% Incr(Decr) of 2020 over 2019	15.90%	17.12%	-9.57%	-0.53%	9.50%	2.63%	2.32%	6.46%	28.78%	13.56%	11.42%	13.55%	9.38%

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	114,067,430	140,142,059	26,074,629	22.86%
Crested Butte	65,708,385	96,709,780	31,001,395	47.18%
Mt. Crested Butte	21,887,932	33,158,990	11,271,058	51.49%
Marble	1,352,566	1,774,423	421,857	31.19%
Pitkin	591,626	910,040	318,414	53.82%
Unincorporated	59,190,857	74,469,140	15,278,283	25.81%
TOTAL TAXABLE SALES	262,798,796	347,164,432	84,365,636	32.10%
TOTAL COUNTY REVENUE	1,496,800	1,984,401	487,601	32.58%

	Y-T-D 2019 TOTAL	Y-T-D 2020 TOTAL	Difference	%
City of Gunnison	114,811,320	114,067,430	(743,890)	-0.65%
Crested Butte	68,466,226	65,708,385	(2,757,841)	-4.03%
Mt. Crested Butte	26,645,278	21,887,932	(4,757,346)	-17.85%
Marble	1,380,075	1,352,566	(27,509)	-1.99%
Pitkin	775,338	591,626	(183,712)	-23.69%
Unincorporated	38,383,495	59,190,857	20,807,362	54.21%
TOTAL TAXABLE SALES	250,461,732	262,798,796	12,337,064	4.93%
TOTAL COUNTY REVENUE	1,340,535	1,496,800	156,265	11.66%

PREVIOUS YEARS FOR COMPARISON

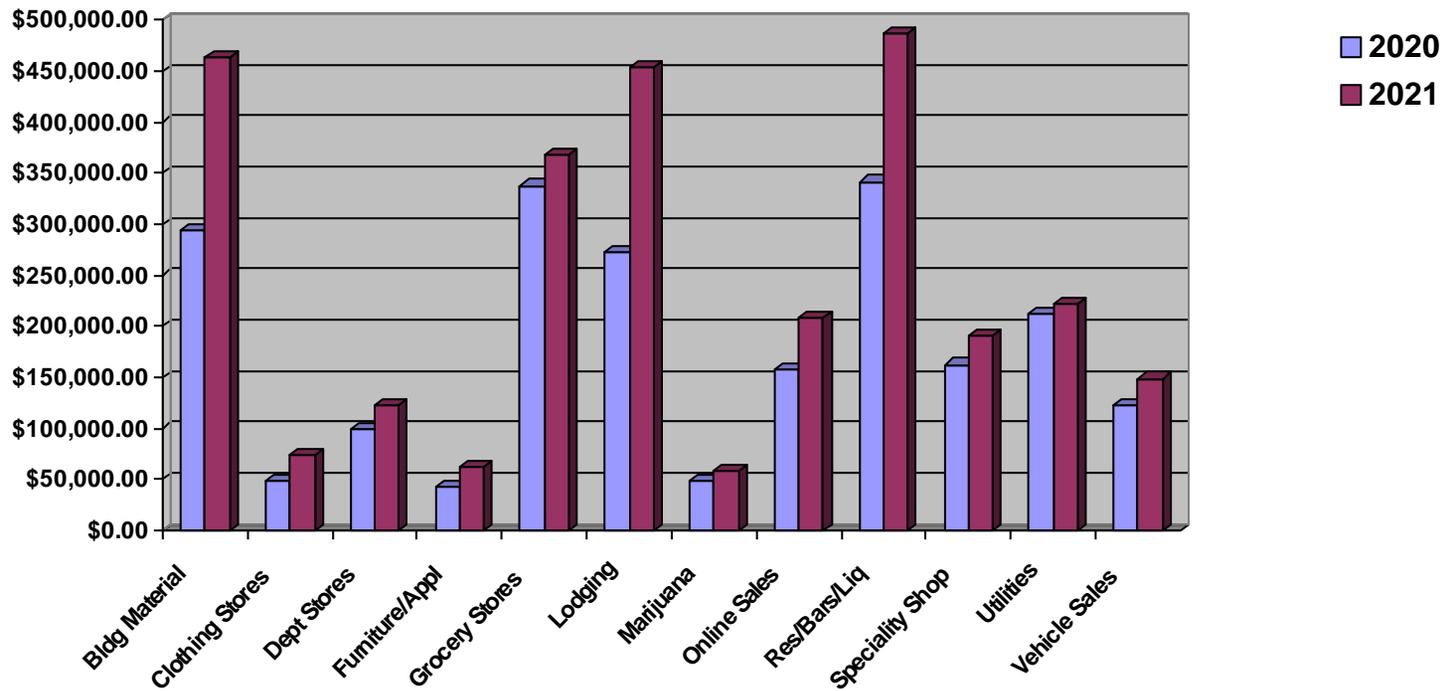
	2018 TOTAL	2019 TOTAL	Difference	%
City of Gunnison	190,666,769	208,654,907	17,988,138	9.43%
Crested Butte	126,866,234	124,011,858	(2,854,376)	-2.25%
Mt. Crested Butte	40,815,057	41,690,589	875,532	2.15%
Marble	2,157,469	2,611,538	454,069	21.05%
Pitkin	1,069,451	1,485,301	415,850	38.88%
Unincorporated	57,515,834	78,846,346	21,330,512	37.09%
TOTAL TAXABLE SALES	419,090,814	457,300,539	38,209,725	9.12%

	2017 TOTAL	2018 TOTAL	Difference	%
City of Gunnison	175,996,491	190,666,769	14,670,278	8.34%
Crested Butte	108,890,946	126,866,234	17,975,288	16.51%
Mt. Crested Butte	38,963,525	40,815,057	1,851,532	4.75%
Marble	1,481,919	2,157,469	675,550	45.59%
Pitkin	941,177	1,069,451	128,274	13.63%
Unincorporated	48,058,750	57,515,834	9,457,084	19.68%
TOTAL TAXABLE SALES	374,332,808	419,090,814	44,758,006	11.96%

SALES TAX REVENUE COMPARISONS

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18							\$ 1,984,400.87	\$ 1,984,400.87	\$ 2,633,392.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%								32.58%	75.36%
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41		\$ 2,869,287.29	\$ 1,496,800.28	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%			11.66%	63.30%
2019	Current Month TOTAL COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24		\$ 2,502,978.46	\$ 1,340,535.16	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%			8.53%	63.53%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60		\$ 2,224,261.28	\$ 1,235,161.55	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%			14.11%	64.20%
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98		\$ 1,963,145.82	\$ 1,082,413.01	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%			0.51%	58.88%
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30		\$ 1,881,604.24	\$ 1,076,952.71	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%			9.11%	58.59%
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68		\$ 1,758,576.30	\$ 987,006.67	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%			9.21%	62.08%
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60		\$ 1,623,680.64	\$ 903,736.49	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%			5.25%	61.40%
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93		\$ 1,510,103.53	\$ 858,641.51	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%			4.90%	60.23%
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54		\$ 1,407,944.60	\$ 818,502.11	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%			6.79%	61.58%
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78		\$ 1,374,141.13	\$ 766,432.68	\$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%			0.62%	58.30%
2010	Current Month TOTAL COUNTY REVENUE	\$ 98,400.27	\$ 96,807.67	\$ 127,414.83	\$ 67,498.88	\$ 76,966.39	\$ 124,445.99	\$ 170,158.18	\$ 155,201.21	\$ 119,801.59	\$ 93,460.15	\$ 83,089.19	\$ 135,867.11		\$ 1,349,111.46	\$ 761,692.21	\$ 1,448,152.00
	% Change over previous year (monthly)	-9.51%	-6.61%	11.82%	-4.86%	-7.74%	-3.63%	6.07%	6.73%	-5.77%	5.35%	7.94%	3.59%			-1.11%	52.60%
2009	Current Month TOTAL COUNTY REVENUE	\$ 108,739.89	\$ 103,664.68	\$ 113,950.67	\$ 70,950.60	\$ 83,421.06	\$ 129,132.90	\$ 160,419.87	\$ 145,416.76	\$ 127,133.00	\$ 88,715.98	\$ 76,977.54	\$ 131,163.52		\$ 1,339,686.47	\$ 770,279.67	\$ 1,350,032.00

2020/2021 YTD INDUSTRY COMPARISON AS OF JULY



Taxes by Industry and Jurisdiction

July 2021

Amusement & Entertainment

<i>Almont</i>	499.02
<i>Crested Butte</i>	12185.42
<i>Gunnison</i>	11180.88
<i>Marble</i>	18.15
<i>Mt. Crested Butte</i>	4501.75
<i>Ohio City</i>	10.61
<i>Parlin</i>	6.37
<i>Pitkin</i>	25.67
<i>Powderhorn</i>	0.49
<i>Rem of Cnty</i>	5737.31
<i>Somerset</i>	1.46

Grand Total By Industry: \$34,167.13

Bldg Material & Trades

<i>Almont</i>	2.97
<i>Crested Butte</i>	28350.23
<i>Gunnison</i>	41750.66
<i>Marble</i>	191.58
<i>Mt. Crested Butte</i>	644.89
<i>Ohio City</i>	144.99
<i>Parlin</i>	1.68
<i>Pitkin</i>	132.84
<i>Powderhorn</i>	2.54
<i>Rem of Cnty</i>	13540.83
<i>Somerset</i>	177.58

Grand Total By Industry: \$84,940.79

Clothing Stores

<i>Almont</i>	22.44
<i>Crested Butte</i>	13868.38
<i>Gunnison</i>	4287.42
<i>Marble</i>	26.62
<i>Mt. Crested Butte</i>	1280.64
<i>Ohio City</i>	6.81
<i>Parlin</i>	2.84
<i>Pitkin</i>	3.45

<i>Powderhorn</i>	7.33
<i>Rem of Cnty</i>	540.67
<i>Somerset</i>	1.11

Grand Total By Industry: \$20,047.71

Department Stores

<i>Almont</i>	40.32
<i>Crested Butte</i>	1459.83
<i>Gunnison</i>	21510.01
<i>Marble</i>	7.65
<i>Mt. Crested Butte</i>	453.21
<i>Ohio City</i>	60.29
<i>Pitkin</i>	127.31
<i>Rem of Cnty</i>	751.89
<i>Somerset</i>	20.22

Grand Total By Industry: \$24,430.73

Furniture & Appliance Stores

<i>Almont</i>	29.39
<i>Crested Butte</i>	2609.28
<i>Gunnison</i>	4590.75
<i>Marble</i>	51.90
<i>Mt. Crested Butte</i>	2500.99
<i>Ohio City</i>	5.41
<i>Pitkin</i>	1.88
<i>Powderhorn</i>	6.24
<i>Rem of Cnty</i>	3381.62
<i>Somerset</i>	69.66

Grand Total By Industry: \$13,247.12

Gas/Convenience Stores

<i>Almont</i>	11.68
<i>Crested Butte</i>	2177.30
<i>Gunnison</i>	7143.45
<i>Pitkin</i>	1212.43
<i>Somerset</i>	414.03

Grand Total By Industry: \$10,958.89

Grocery Stores

<i>Almont</i>	47.20
<i>Crested Butte</i>	18911.77
<i>Gunnison</i>	53647.73
<i>Marble</i>	83.14

<i>Mt. Crested Butte</i>	89.04
<i>Ohio City</i>	47.42
<i>Rem of Cnty</i>	217.89
<i>Somerset</i>	18.58

Grand Total By Industry: \$73,062.77

Lodging

<i>Almont</i>	7479.60
<i>Crested Butte</i>	23027.56
<i>Gunnison</i>	20978.12
<i>Marble</i>	842.26
<i>Mt. Crested Butte</i>	42793.18
<i>Ohio City</i>	45.95
<i>Parlin</i>	47.12
<i>Pitkin</i>	466.37
<i>Powderhorn</i>	1083.25
<i>Rem of Cnty</i>	23255.85
<i>Somerset</i>	41.99

Grand Total By Industry: \$120,061.25

Manufacturing

<i>Almont</i>	32.02
<i>Crested Butte</i>	4231.37
<i>Gunnison</i>	4185.27
<i>Marble</i>	46.27
<i>Mt. Crested Butte</i>	617.14
<i>Ohio City</i>	42.14
<i>Pitkin</i>	5.84
<i>Powderhorn</i>	0.03
<i>Rem of Cnty</i>	3751.13
<i>Somerset</i>	102.46
<i>Tincup</i>	5.91

Grand Total By Industry: \$13,019.58

Marijuana

<i>Crested Butte</i>	4577.21
<i>Gunnison</i>	7278.53

Grand Total By Industry: \$11,855.74

Miscellaneous Services

<i>Almont</i>	6144.24
<i>Crested Butte</i>	17854.77
<i>Gunnison</i>	22080.57

<i>Marble</i>	382.84
<i>Mt. Crested Butte</i>	3010.52
<i>Ohio City</i>	50.94
<i>Parlin</i>	4.30
<i>Pitkin</i>	244.72
<i>Powderhorn</i>	14.62
<i>Rem of Cnty</i>	12020.65
<i>Sapinero</i>	13.77
<i>Somerset</i>	1120.28
<i>Tincup</i>	0.92

Grand Total By Industry: \$62,943.14

Online Sales

<i>Rem of Cnty</i>	32240.88
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Grand Total By Industry: \$32,240.88

Ranching & Agriculture

<i>Gunnison</i>	0.14
<i>Marble</i>	49.67
<i>Rem of Cnty</i>	62.23

Grand Total By Industry: \$112.04

Restaurant/Bars/Liquor Stores

<i>Almont</i>	2.75
<i>Crested Butte</i>	61277.90
<i>Gunnison</i>	40370.71
<i>Marble</i>	2916.88
<i>Mt. Crested Butte</i>	3458.10
<i>Ohio City</i>	1.63
<i>Parlin</i>	0.27
<i>Pitkin</i>	356.64
<i>Rem of Cnty</i>	10060.06

Grand Total By Industry: \$118,444.94

Specialty Shops

<i>Almont</i>	59.24
<i>Crested Butte</i>	12687.45
<i>Gunnison</i>	13007.92
<i>Marble</i>	308.87
<i>Mt. Crested Butte</i>	896.91
<i>Ohio City</i>	26.20
<i>Parlin</i>	8.77
<i>Pitkin</i>	33.99

<i>Powderhorn</i>	3.65
<i>Rem of Cnty</i>	6544.20
<i>Sapinero</i>	8.82
<i>Somerset</i>	2214.04
<i>Tincup</i>	27.30

Grand Total By Industry: \$35,827.36

Utilities

<i>Almont</i>	713.08
<i>Crested Butte</i>	3131.21
<i>Gunnison</i>	5125.87
<i>Marble</i>	193.86
<i>Mt. Crested Butte</i>	3110.38
<i>Ohio City</i>	40.75
<i>Parlin</i>	0.30
<i>Pitkin</i>	294.09
<i>Powderhorn</i>	0.14
<i>Rem of Cnty</i>	11243.62
<i>Somerset</i>	31.30

Grand Total By Industry: \$23,884.60

Vehicle Sales/Parts/Services

<i>Almont</i>	12.79
<i>Crested Butte</i>	4858.91
<i>Gunnison</i>	16288.84
<i>Marble</i>	6.90
<i>Mt. Crested Butte</i>	305.11
<i>Ohio City</i>	3.37
<i>Parlin</i>	1.43
<i>Pitkin</i>	15.22
<i>Rem of Cnty</i>	5051.54
<i>Somerset</i>	97.58

Grand Total By Industry: \$26,641.69

\$705,886.36

July 2021

Taxes by Industry

Amusement & Entertainment	\$34,167.13
Bldg Material & Trades	\$84,940.79
Clothing Stores	\$20,047.71
Department Stores	\$24,430.73
Furniture & Appliance Stores	\$13,247.12
Gas/Convenience Stores	\$10,958.89
Grocery Stores	\$73,062.77
Lodging	\$120,061.25
Manufacturing	\$13,019.58
Marijuana	\$11,855.74
Miscellaneous Services	\$62,943.14
Online Sales	\$32,240.88
Ranching & Agriculture	\$112.04
Restaurant/Bars/Liquor Stores	\$118,444.94
Specialty Shops	\$35,827.36
Utilities	\$23,884.60
Vehicle Sales/Parts/Services	\$26,641.69
<i>GRAND TOTAL:</i>	\$705,886.36

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19							
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00							
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94							
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,041,765.43
% Change over previous year (cumulative)		32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%							
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 1,231,715.23
% Change over previous year (cumulative)		5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 1,256,337.20
% Change over previous year (cumulative)		20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,249,296.71
% Change over previous year (cumulative)		15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
2017	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,087,507.73
% Change over previous year (cumulative)		-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016	Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
	Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
	Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
	Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,038,988.10
% Change over previous year (cumulative)		48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 882,184.11
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 742,925.49
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 501,409.95
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 471,159.66
% Change over previous year (cumulative)	16.10%	29.82%	-8.20%	-7.24%	-3.98%	-2.94%	3.28%	3.23%	8.23%	10.52%	11.11%	8.30%	8.30%	
2011														
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-	-	-	(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	\$ 18,970.25	\$ 1,157.08	\$ 270,776.54	\$ 30,677.16	\$ 755.04	\$ 124,352.57	\$ 9,516.75	\$ 3,335.87	\$ 364,114.09	\$ 25,538.63	\$ 1,529.81	\$ 160,325.77	\$ 1,011,049.56	\$ 456,205.39
% Change over previous year (cumulative)	28.17%	-5.25%	6.58%	12.59%	10.03%	7.31%	7.71%	4.24%	1.47%	1.67%	1.02%	2.83%	2.83%	
2010														
Current Month Net Collection	14,751.40	6,362.16	251,692.03	12,616.22	7,438.11	124,451.70	7,299.63	17,229.27	370,895.72	23,464.77	6,891.62	141,091.75		
Interest Credit	49.15	80.18	10.54	56.14	146.69	12.68	47.20	84.21	8.44	-	-	6.13		
Program Cost	-	-	-	-	(247.69)	(1,166.31)	(68.36)	-	-	-	-	-		
Current Total Distribution	\$ 14,800.55	\$ 6,442.34	\$ 251,702.57	\$ 12,672.36	\$ 7,337.11	\$ 123,298.07	\$ 7,278.47	\$ 17,313.48	\$ 370,904.16	\$ 23,464.77	\$ 6,891.62	\$ 141,097.88	\$ 983,203.38	\$ 423,531.47

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement of Refund of Taxes

Action Requested: Other Make Determination on Abatement Petition for Hanson R011147

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Assessor's Office is recommending a reduction in value as a result of change to agricultural classification.

Fiscal Impact:

Submitted by: Chris Nutgrass

Submitter's Email Address: cnutgrass@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Assessor's office provided further information via email that agricultural use established but valuation issues with one outbuilding lead to BOCC hearing. CAO suggests memo outlining history of petition be provided for review in the future instead of first presenting during meeting. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 9/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 9/21/2021

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received MAR 23 2021
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED
BY: CN in person

Section I: Petitioner, please complete Section I only.

Date: 03 23 2021
Month Day Year

Petitioner's Name: Hannah Hansen

Petitioner's Mailing Address: 20094 State Hwy 149
Powderhorn CO 81243
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>4053.0000.0046</u>	<u>20094 State Hwy 149, Powderhorn, CO. 81243</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.) Property should be classified as Agricultural, not residential. Have a deeded water right, as well as used to graze livestock and for an Agricultural business - Umbrella Bar Hay & Cattle Co.

Petitioner's estimate of value: \$ _____ (_____)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]
Petitioner's Signature

Daytime Phone Number (970) 596-6541
Email hannahcottier@gmail.com

By _____
Agent's Signature*

Daytime Phone Number (_____) _____

Printed Name: _____

Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)		
		Tax Year <u>2020</u>		
	Actual	Assessed	Tax	
Original	<u>\$353,970</u>	<u>\$25,308.86</u>	<u>\$1386.80</u>	
Corrected	<u>\$183,284</u>	<u>\$22,552.09</u>	<u>\$1235.74</u>	
Abate/Refund	<u>\$170,686</u>	<u>\$2,756.77</u>	<u>\$151.06</u>	

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2020 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

[Signature]
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and

Petitioner _____ (*being present--not present*), and WHEREAS, the said
Name
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s):

Secretary's Signature Property Tax Administrator's Signature Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Land Use Resolution Amendments; and 1. Resolutio

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Review and action on amendments to the Gunnison County Land Use Resolution regarding maximum structure size.

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:

Reviewed and resolution appears legally sufficient. Edits to the amendments of the LUR still pending 9/17/21. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 9/17/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 9/20/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/21/2021

Gunnison County, Colorado
Land Use Resolution
Draft Amendments
2021

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**DISCLAIMER
REGARDING THE ELECTRONIC VERSION OF
THE GUNNISON COUNTY, COLORADO
LAND USE RESOLUTION**

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Amendments

The *Gunnison County Land Use Resolution* was adopted by the Board of County Commissioners of Gunnison County, Colorado January 8, 2001 (the "effective date of this *Resolution*") and has been amended as follows:

Amendments approved May 15, 2001	<i>Resolution No. 18 Series 2001</i>
Amendments approved June 18, 2002	<i>Resolution No. 34 Series 2002</i>
Amendments approved August 8, 2002	<i>Resolution No. 41 Series 2002</i>
Amendments approved September 3, 2002	<i>Resolution No. 45 Series 2002</i>
Amendments approved February 18, 2003	<i>Resolution No. 22 Series 2003</i>
Amendments approved August 5, 2003	<i>Resolution No. 37 Series 2003</i>
Amendments approved September 11, 2003	<i>Resolution No. 44 Series 2003</i>
Amendments approved September 18, 2003	<i>Resolution No. 45 Series 2003</i>
Amendments approved September 25, 2003	<i>Resolution No. 48 Series 2003</i>
Amendments approved October 22, 2003	<i>Resolution No. 53 Series 2003</i>
Amendments approved October 22, 2003	<i>Resolution No. 54 Series 2003</i>
Amendments approved October 22, 2003	<i>Resolution No. 55 Series 2003</i>
Amendments approved November 4, 2003	<i>Resolution No. 58 Series 2003</i>
Amendments approved January 6, 2004	<i>Resolution No. 02 Series 2004</i>
Amendments approved June 29, 2004	<i>Resolution No. 37 Series 2004</i>
Amendments approved July 27, 2004	<i>Resolution No. 45 Series 2004</i>
Amendments approved September 7, 2004	<i>Resolution No. 52 Series 2004</i>
Amendments approved September 7, 2004	<i>Resolution No. 53 Series 2004</i>
Amendments approved August 4, 2005	<i>Resolution No. 42 Series 2005</i>
Amendments approved June 13, 2006	<i>Resolution No. 44 Series 2006</i>
Amendments approved August 1, 2006	<i>Resolution No. 56 Series 2006</i>
Amendments approved April 3, 2007	<i>Resolution No. 17 Series 2007</i>
Ministerial changes and previously-approved amendments, ratified July 10, 2007	<i>Resolution No. 28 Series 2007</i>
Amendments approved October 16, 2007	<i>Resolution No. 36 Series 2007</i>
Amendments approved October 21, 2008	<i>Resolution No. 10 Series 2009</i>
Amendments approved November 3, 2009	<i>Resolution No. 47 Series 2009</i>
Amendments approved July 6, 2010	<i>Resolution No. 23 Series 2010</i>
Amendments approved December 20, 2011	<i>Resolution No. 49 Series 2011</i>
Ministerial changes and previously-approved amendments, ratified December 4, 2012	<i>Resolution No. 35 Series 2012</i>
Amendments approved May 7, 2013	<i>Resolution No. 06 Series 2013</i>
Amendments approved November 5, 2013	<i>Resolution No. 23 Series 2013</i>
Amendment approved July 1, 2014	<i>Resolution No. 19 Series 2014</i>
Amendment approved August 19, 2014	<i>Resolution No. 24 Series 2014</i>
Amendment approved April 21, 2015	<i>Resolution No. 10 Series 2015</i>
Amendment approved February 16, 2016	<i>Resolution No. 06 Series 2016</i>
Amendment approved October 2, 2018	<i>Resolution No. 37 Series 2018</i>
Amendment approved March 5, 2019	<i>Resolution No. 06 Series 2019</i>
Amendment approved August 18, 2020	<i>Resolution No. 30 Series 2020</i>

ARTICLE 4: ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE LAND USE CHANGE PERMITS

SECTION 4-101: PURPOSE

The purpose of this Article is to identify Administrative Review Projects that do not require Land Use Change Permits.

- A. INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW.** If the Community Development Department determines during review of a proposed use, including an application for a Building Permit, an Access Permit, Reclamation Permit, or other County permit, but shall not require an additional Land Use Change Permit; such Projects shall comply with all the other requirements of this *Resolution*:
- that the proposed use exceeds the classification criteria of Administrative Review Project listed within this Section, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered and the appropriate review process and submittals for an Administrative Review Project that requires a Land Use Change Permit, or a Minor or Major Impact Project shall be required.

SECTION 4-102: PROJECTS CLASSIFIED AS ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE LAND USE CHANGE PERMITS

The following Administrative Review Projects require a Building Permit, an On-Site Wastewater Treatment System Permit, an Access Permit, Reclamation Permit, or other County permit, but shall not require an additional Land Use Change Permit; such Projects shall comply with all the other requirements of this *Resolution*:

- A. EXEMPT PRIMARY RESIDENCE SMALLER THAN 10,000 5,000 SQ. FT.** A primary residence smaller than 10,000 5,000 sq. ft. that is exempted by Section 1-106: *Partially Exempted Land Use Changes*. The residence may include an attached garage, which shall be calculated in the total square footage allowed for the residence.
- B. SECONDARY STRUCTURES AND USES.** The following secondary structures and uses, pursuant to Section 9-101: C: *Secondary Structures and Uses That Do Not Require a Land Use Change Permit*:
- 1. BARNS AND OTHER AGRICULTURAL BUILDINGS ON AN AGRICULTURAL OPERATION.** A barn or other agricultural building used in conjunction with an agricultural operation.
 - 2. FENCES.** Fences, which shall comply with Section 13-113: *Fencing*.
 - 3. GARDENS AND GREENHOUSES.** Private non-commercial gardens and greenhouses.
 - 4. ONE 200 SQ. FT. STORAGE SHED.** One storage shed 120 sq. ft. or smaller is permitted without obtaining a building permit, when a single-family residence has been legally permitted on the property.
 - 5. BARNS IN APPROVED SUBDIVISIONS.** Barns located in approved subdivisions in which there are adopted protective covenants that allow barns and that have been approved by Gunnison County.
 - 6. GARDENS AND GREENHOUSES THAT ARE HOME OCCUPATIONS.** Gardens and greenhouses that are home occupations created and operated pursuant to Section 9-102: *Home Occupations*.
 - 7. POOLS AND RECREATION FACILITIES.** Private swimming pools and private recreation facilities associated with a primary residence, and not part of a private club or membership group.
 - 8. INTEGRATED SECONDARY RESIDENCE SMALLER THAN 1,200 SQ. FT. ON ANY LEGAL LOT.** An integrated secondary residence smaller than 1,200 sq. ft. in a primary residence on any legal lot that meets the standards pursuant to Section 9- 101: F: *Standards for Integrated Secondary Residence*.
 - 9. ONE HOME OCCUPATION.** One home occupation, pursuant to Section 9-102: *Home Occupations*.
- C. CAMPING.** Camping in a recreational vehicle or other camping shelter on an individual parcel pursuant to Section 9-509: C: *No Land Use Change Permit Required For Camping in a Recreational Vehicle or other Camping Shelter on an Individual Parcel*.

- D. SPECIAL EVENTS.** A special event, pursuant to Section 9-501: *Special Events*.
- E. TEMPORARY STRUCTURES.** Temporary structures, pursuant to Section 9-502: *Temporary Structures*.
- F. SATELLITE DISHES.** Satellite dishes, pursuant to Section 9-503: *Satellite Dish Devices*.
- G. ATTACHED WIRELESS TELECOMMUNICATIONS DEVICE.** Attached wireless telecommunications device, pursuant to Section 9-504: *Attached Wireless Telecommunications Devices*.
- H. KEEPING OF LIVESTOCK NOT ON AN AGRICULTURAL OPERATION.** Keeping of livestock not on an agricultural operation, pursuant to Section 9-508: *Keeping of Livestock Not on an Agricultural Operation*.
- I. SITE APPROVAL APPLICATION FOR WATER SUPPLY OR WASTEWATER TREATMENT SYSTEM.** The Colorado Department of Public Health and Environment's site approval application for a proposed expansion or alteration of an existing wastewater treatment system.
- J. DISTRIBUTION OR SERVICE LINE TO PRIMARY RESIDENCE.** A distribution or service line providing service to a single primary residence, multiple family residences, or other residence that would not otherwise require a Land Use Permit under the requirements of this *Resolution*.
- K. ALTERATION AND REPAIR OF EXISTING SERVICE LINES OR DISTRIBUTION LINES.** Conversion of above-ground distribution lines or service lines to underground distribution or service lines located substantially within an existing utility easement.

ARTICLE 5: ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE LAND USE CHANGE PERMITS

SECTION 5-101: PURPOSE

The purpose of this Article is to establish the review process, application submittal requirements and review standards that apply to the review of applications classified as Administrative Review Projects that require Land Use Change Permits.

- A. INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW.** If the Community Development Department determines during review of an application, including a Building Permit, that the proposed use exceeds the classification criteria of an Administrative Review Project, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered and the appropriate review process and submittals for an Administrative Review Project, a Minor or Major Impact Project shall be required and an application for a Land Use Change Permit shall be required to be submitted.

SECTION 5-102: PROJECTS CLASSIFIED AS ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE LAND USE CHANGE PERMITS

The following types of Projects are classified as Administrative Review Projects that require Land Use Change Permits:

- A. PRIMARY RESIDENCE 40,000 SQ. FT. OR LESS, IN EXISTING PLATTED SUBDIVISION.** A primary residence smaller than 40,000 sq. ft., located within an existing platted subdivision. The residence may include an attached garage, which shall be calculated in the total square footage allowed for the residence.
- B. PRIMARY RESIDENCE 5,000 SQ. FT. OR LESS AND AGGREGATE SQUARE FOOTAGE 7,000 SQ. FT. OR LESS.** A residential living area (one single-family residence, and any combination of a primary single-family residence, an integrated secondary residence, a detached secondary residence) and a garage attached to a residence 5,000 sq. ft. or less (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 200 sq. ft. storage shed, and a private greenhouse) and accessory structures or secondary use structures with an aggregate of 7,000 sq. ft. or less on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.
- B. AGGREGATE RESIDENTIAL SQUARE FOOTAGE LESS THAN 12,500 SQ. FT.** On one parcel, the aggregate square footage of structures less than 12,500 sq. ft., (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 200 sq. ft. storage shed, and a private greenhouse), that may include:
- 1. RESIDENTIAL LIVING AREA AND ATTACHED GARAGES 10,000 SQ. FT. OR LESS.** 10,000 or less sq. ft. of residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Section 9-101: *Uses Secondary to a Primary Residence*) and a garage attached to a residence.
- C. MULTIPLE FAMILY RESIDENCE 10,000 SQ. FT. OR LESS.** A multiple family residence 10,000 sq. ft. or less. The multiple family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.
- D. AGGREGATE SQUARE FOOTAGE 12,500 SQ. FT. OR LESS FOR MULTIPLE FAMILY RESIDENCE(S).** An aggregate of 12,500 sq. ft. or less of residential living area and/or accessory structures and/or secondary use structures, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.
- CE. SECONDARY STRUCTURES AND USES.** The following secondary structures and uses, pursuant to Section 9-101: *D: Secondary Structures and Uses That Require a Land Use Change Permit*:
- 1. SECONDARY STRUCTURE INTENDED ONLY FOR SLEEPING AND HAS NO KITCHEN.** A secondary structure without a kitchen that is to be used only for sleeping facilities. It shall comply with the requirements of the *Gunnison County On-Site Wastewater Treatment System Regulations*.
 - 2. MORE THAN ONE HOME OCCUPATION.** More than one home occupation, pursuant to Section 9-102: *Home Occupations*.

SECTION 5-103: STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

- DE. MOBILE HOME NOT IN A MOBILE HOME COMMUNITY.** A mobile home proposed to be located on an individual parcel of land not in a mobile home community, but adjacent to a subdivision whose protective covenants do not address, or expressly prohibit mobile homes within the subdivision, pursuant to Section 9-201: *Individual Manufactured and Mobile Homes*.
- EG. BOUNDARY LINE ADJUSTMENT.** An application to adjust the lot line between adjacent parcels or lots in platted approved subdivisions when the adjustment is in compliance with Section 5-103: *Standards for Approval of Administrative Review Projects*.
- FH. LOT CLUSTERS.** An application to eliminate the lot lines separating adjacent lots that are commonly owned.
- GI. CORRECTION PLAT.** An application to correct a technical error in a subdivision plat that has been approved and recorded.
- HJ. REPAIR OF EXISTING DISTRIBUTION LINES.** Repair of existing distribution lines located substantially within an existing utility easement.
- IK. ALTERATION OF APPROVED BUILDING ENVELOPES.** Alterations of building envelopes on lots that were approved as an element of a Land Use Change Permit.
- JL. SUBDIVISION EXEMPTION TO "VALIDATE" AN EXISTING LOT.** Pursuant to C.R.S. 30-28-101 (10) (d), the "validation" of a lot that existed prior to the effective date of this *Resolution*, but did not exist before September 27, 1972 and has not been reviewed and approved by the County as a legally subdivided lot "legal lot").
- KM. EXPANSION OR CHANGE OF COMMERCIAL OR INDUSTRIAL USE TO TOTAL SIZE OF 5,000 SQ. FT. OR ONE ACRE OR LESS.** Expansion or change of a commercial or industrial use existing as of the effective date of this *Resolution*, when the expansion will result in the use having a total size of less than 5,000 sq. ft. of a structure, or one acre of land.
- LN. PLAT FOR APPROVED CONDOMINIUMS/TOWNHOME PROJECT.** A constructed condominium or townhome Project, or individual phase of a condominium or townhome Project, for which a Land Use Change Permit has been approved for the overall development.
- MO. LIMITED MINERAL EXPLORATION.** Limited mineral exploration (activities related to proving up a patented mining claim pursuant to federal law), as addressed in Section 9-402: C.3: *Limited Mineral Exploration*.
- NP. UNDERGROUND MINERAL EXPLORATION.** An application for underground mineral exploration for operations existing as of the effective date of this *Resolution*, as addressed in Section 9-402: D: *Extension and Expansion of Current Underground Mineral Exploration Required to File Notice of Activity*.
- OQ. EXTRACTION OF CONSTRUCTION MATERIALS.** Extraction of construction materials that generates more than 300 cubic yards, per Section 9-402: C. 1: *Limited Construction Material Extraction*.
- PR. CONSTRUCTION OF A DRIVEWAY ON A VACANT PARCEL OF LAND PRIOR TO ISSUANCE OF A BUILDING OR ON-SITE WASTEWATER TREATMENT SYSTEM PERMIT.** The construction of a driveway on vacant land prior to the issuance of a building or on-site wastewater treatment system permit., excluding agricultural or temporary access permits.
- QS. NON-COMMERCIAL USE OF HELICOPTER FOR ACCESS TO PRIVATE PROPERTY.** The non-commercial use of a helicopter solely for the use by the property owner for access to private property.
- RT. AMENDMENT OR TERMINATION OF SUBDIVISION COVENANTS.** Amendment or termination of subdivision covenants, for covenants approved as part of the subdivision approval by Gunnison County.

SECTION 5-103: STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

- A. GENERAL STANDARDS.** An application for a Land Use Change Permit for an Administrative Review Project shall comply with the following standards:
- 1. COMPLY WITH APPLICABLE STANDARDS.** The land use change shall comply with all applicable standards and other provisions of this *Resolution*.
 - 2. COMPATIBILITY WITH COMMUNITY CHARACTER.** The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future

ARTICLE 6: MINOR IMPACT PROJECTS

SECTION 6-101: PURPOSE

The purpose of this Article is to establish the review process, application submittal requirements, and review standards that apply to the review of Land Use Change Permit applications for developments classified as Minor Impact Projects.

- A. INITIAL CLASSIFICATION OF IMPACT AND REASONS FOR A HIGHER LEVEL OF REVIEW.** If the Community Development Department determines during review of an application, including a Building Permit, that the proposed use exceeds the classification criteria of a Minor Impact Project as listed within this Article, the criteria detailed in Section 3-111: B. 1: *Additional Criteria* shall be considered, the appropriate submittals shall be required, and the appropriate review process initiated.

SECTION 6-102: PROJECTS CLASSIFIED AS MINOR IMPACT PROJECTS

The following uses shall be classified and reviewed as Minor Impact Projects:

- A. 2-4 UNITS.** 2-4 units that are subdivision lots, duplex units, or multiple-family residences, except as allowed pursuant to Section 9-101: D. 2.: *Secondary Structures and Uses Classified as Minor Impact Projects*.
- B. PRIMARY RESIDENCE ~~LARGER THAN 40,000~~ 5,000 SQ. FT. ~~OR LARGER.~~** A primary residence ~~larger than 40,000~~ 5,000 sq. ft. ~~or larger.~~ The residence may include an attached garage, which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.
- C. AGGREGATE SQUARE FOOTAGE ~~OF LARGER THAN 12,500~~ 7,000 ~~OR MORE~~ 55 SQ. FT.** An aggregate ~~square footage larger than~~ 12,500 7,000 or more sq. ft. of ~~residential living area (one single-family residence, and any combination of a primary single-family residence, an integrated secondary residence, a detached secondary residence) and a garage attached to a residence (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 200 sq. ft. storage shed, and a private greenhouse) and accessory structures or secondary use structures on residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Division 9-100: *Secondary Uses and Activities*) on~~ one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.
- D. MULTIPLE FAMILY RESIDENCE LARGER THAN 10,000 SQ. FT.** A multiple family residence larger than 10,000 sq. ft. The multiple family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.
- E. AGGREGATE SQUARE FOOTAGE LARGER THAN 12,500 SQ. FT. MULTIPLE FAMILY RESIDENCE(S).** An aggregate of 12,500 sq. ft. or larger of residential living area and/or accessory use structures and secondary structures on one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.
- F. AGGREGATE SQUARE FOOTAGE GREATER THAN 45 PERCENT OF AREA.** An aggregate square footage of structures that exceeds 45 percent of the total area of one parcel, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages*.
- EG. MORE THAN ONE SECONDARY RESIDENCE ON A LEGAL LOT OR TRACT.** More than one secondary residence on a legal lot or tract, except as allowed pursuant to Section 9-101: *Uses Secondary to a Primary Residence*.
- FH. DEVELOPMENT REQUIRING DETAILED RIDGELINE VANTAGE VISIBILITY ANALYSIS.** Any development other than a Project classified as a Major Impact Project, and for which a detailed ridgeline vantage visibility analysis is required, pursuant to Section 11-108: *Impact Classification*.
- GI. CLEARING OF MORE THAN 7,500 SQ. FT. OF LAND.** Clearing of more than 7,500 sq. ft. of land not related to activities permitted by a Building Permit, an ISDS Permit, or Access Permit, or an agricultural operation.
- HJ. NEW COMMERCIAL, INDUSTRIAL 10,000 SQ. FT., OR FIVE ACRES OR LESS.** A new commercial or industrial structure equal to or less than 10,000 sq. ft. or a new commercial or industrial use developed on five acres or less.

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SECTION 6-102: PROJECTS CLASSIFIED AS MINOR IMPACT PROJECTS

- IK. 10,000-15,000 SQ. FT. EXPANSION OF COMMERCIAL OR INDUSTRIAL USE.** A 10,000–15,000 sq. ft. expansion of a commercial or industrial use, existing as of the effective date of this *Resolution*.
- JL. FREESTANDING WIRELESS TELECOMMUNICATION STRUCTURE.** Construction and siting of a freestanding wireless communication structure, building, pole, tower or antenna that provides wireless telecommunications services, pursuant to Section 9-505: *Freestanding Wireless Telecommunication Structures*.
- KM. SMALL NEW OR EXPANDED MINING OPERATION.** A new, or expansion of a mining operation that operates for no more than 180 days per year, produces fewer than 10,000 tons of ore/waste per year and affects no more than two surface acres of land, pursuant to Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials*.
- LN. CONSTRUCTION MATERIALS OPERATION RELATED TO CONSTRUCTION OF PUBLIC ROAD.** Any sand, gravel, or quarry operation providing material for public road construction that will operate for less than two years.
- MO. GENERAL ROAD CUTTING OR CONSTRUCTION.** Road cutting or construction, except that cutting or construction and maintenance of a road that provides access solely for an agricultural operation shall not be classified as a Minor Impact Project, and shall not require review.
- NP. SUBDIVISION PLAT VACATION, AMENDMENT OR REPLAT.** Vacation, amendment or replat of a recorded subdivision plat.
- OQ. TRANSMISSION LINES.** Upgrade of an existing utility transmission line(s) within an existing easement(s), but not including a Project for which a Land Use Change Permit has been granted in which the design, construction and impacts of the utility line were reviewed and approved.
- PR. BED AND BREAKFAST.** Bed and breakfast business, pursuant to Section 9-103: *Bed and Breakfast*.
- QS. CHILD CARE CENTER.** A child care center, pursuant to Section 9-506: *Child Care Center*.
- UT. GROUP HOME.** A group home, pursuant to Section 9-507: *Group Home*.
- RU. WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS II DAMS.** New Projects or facilities, or expansion of existing Projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class II dam, pursuant to Section 13-118: *Water Impoundments*.
- SV. EXPANSION OR EXTENSION OF SNOWPLOWING.** Expansion or extension of snowplowing, pursuant to Section 11-110: F: *Expansion or Extension of Snowplowing*.
- TW. COMMERCIAL WEDDING SITE.** The site on which weddings are regularly or frequently conducted as a commercial operation, irrespective of the number of people or vehicles generated by the wedding event.
8. **SIZE OF AFFECTED WORK FORCE.** The size of the affected workforce of a business shall be considered, but shall not be the deciding factor in determining the legitimacy of an emergency.
 9. **ALL STRUCTURES TEMPORARY; RECLAMATION TO ORIGINAL CONDITION REQUIRED.** All structures approved by the Exception shall be temporary, and the site approved for the Exception shall be returned, to the maximum extent feasible, to the condition in which it was before the temporary land use approved by the Exception was initiated.

DIVISION 9-100: SECONDARY USES AND ACTIVITIES

SECTION 9-101: USES SECONDARY TO A PRIMARY RESIDENCE

- A. GENERAL.** Certain secondary uses are a use by right on any parcel where there is a legal, permitted primary residential use. They require no separate Land Use Change Permit. Any use that has received a Land Use Change Permit shall also be permitted to include those secondary uses, structures, and activities that are necessarily and customarily associated with, and incidental and subordinate to the primary residence.
- B. SUBJECT TO SAME STANDARDS AND REQUIREMENTS.** Unless otherwise exempted or required by this Section, secondary uses and activities shall comply with all standards and requirements that apply to the primary residence.
- C. STRUCTURES AND USES ALLOWED AFTER A BUILDING PERMIT IS ISSUED FOR A PRIMARY RESIDENCE.** The following secondary structures or uses do not require a separate Land Use Change Permit, but may be initiated

only after a Building Permit is issued for the primary residence to which these uses are accessory. These shall not apply to the construction of barns or other agricultural buildings used in conjunction with an agricultural operation.

- a. **GARDENS AND GREENHOUSES, INCLUDING HOME OCCUPATIONS.** Private gardens and private greenhouses, including those that are home occupations, constructed and operated pursuant to Section 9-102: *Home Occupations*.
 - b. **POOLS AND RECREATION FACILITIES.** Private swimming pools and private recreation facilities associated with a primary residence, and not part of a private club or membership group.
 - c. **INTEGRATED SECONDARY RESIDENCE 1,200 SQ. FT. OR SMALLER ON A LEGAL LOT.** An integrated secondary residence 1,200 sq. ft. or smaller in a primary residence on a legal lot.
 - d. **ONE HOME OCCUPATION.** One home occupation, pursuant to Section 9-102: *Home Occupations*.
- D. SECONDARY STRUCTURES AND USES THAT REQUIRE A LAND USE CHANGE PERMIT.** The following structures and uses that are secondary to a primary residence shall be reviewed pursuant to Section 5-105: *Administrative Review Project Review Process*.
1. **SECONDARY STRUCTURES AND USES CLASSIFIED AS ADMINISTRATIVE REVIEW PROJECTS.** The following are classified as Administrative Review Projects pursuant to Article 4: *Administrative Review Projects That Do Not Require Land Use Change Permits* and Article 5: *Administrative Review Projects That Require Land Use Change Permits*:
 - a. **INTEGRATED SECONDARY RESIDENCE LARGER THAN 1,200 SQ. FT. ON A LEGAL LOT.** An integrated secondary residence smaller than 1,200 sq. ft. on a legal lot.
 - b. **DETACHED SECONDARY RESIDENCE ON A LEGAL LOT.** A detached secondary residence on a legal lot.
 - c. **SECONDARY STRUCTURE INTENDED ONLY FOR SLEEPING.** A secondary structure that is to be used only for sleeping facilities, shall not include a kitchen and shall meet the requirements of Section 9-101: *E: Standards for Development of a Secondary Detached Residence or Secondary Structure Intended for Sleeping*.
 2. **SECONDARY STRUCTURES OR USES CLASSIFIED AS MINOR IMPACT PROJECTS.** A separate Land Use Change Permit is required before obtaining a Building Permit for any of the following structures, which shall be reviewed pursuant to Article 6: *Minor Impact Projects*:
 - a. **MORE THAN ONE SECONDARY RESIDENCE ON ONE LEGAL LOT.** More than one secondary residence on one legal lot.
 - b. **TOTAL AGGREGATE ~~12,5007,000~~ SQ. FT. OR LARGER.** An aggregate square footage of ~~12,5007,000~~ sq. ft. or larger of all structures that may include a combination of residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by this Section), **attached and/or detached garages**.
 - c. **TOTAL AGGREGATE RESIDENTIAL LIVING AREA AND ATTACHED GARAGE ~~10,0005,000~~ SQ. FT. OR LARGER.** An aggregate square footage including residential living area ~~10,0005,000~~ sq. ft. or larger (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by this Section and any attached garage).

SECTION 11-107: PROTECTION OF WATER QUALITY

- A. **PURPOSE.** The purpose of this Section is to protect the quantity, quality and dependability of water resources in Gunnison County by avoiding development in and adjacent to water bodies and mudflow hazard areas whenever possible, by minimizing adverse impacts of development, including siltation, sedimentation, salinization, runoff, loss of decreed minimum in-stream flows, stream bank erosion and change to existing drainage patterns.
- B. **RELATIONSHIP TO OTHER SECTIONS.** As applicable, of the standards imposed by this Section, and Section 11-103: *Development in Areas Subject to Flood Hazards*, Section 13-116: *Grading and Erosion Control*, and Section 13-117: *Drainage, Construction and Post-Construction Storm Water Runoff*, the more restrictive shall apply.

C. **APPLICABILITY.** Unless otherwise exempted, this Section shall apply to all Land Use Change Permit applications that involve uses within 125 feet of water bodies and mudflow hazard areas in unincorporated areas of Gunnison County, except as exempted in Section 11-107: C. 1.: *Exempt*, and Section 11-107: C. 2.: *Partially Exempt*.

1. **EXEMPT.** The following structures, improvements, activities, or areas shall be exempt from all of the requirements of this Section:
 - a. **STRUCTURES USED FOR DECREED WATER RIGHT.** Structures or improvements used for the exercise of a decreed water right, including headgates and measuring devices; and
 - b. **WETLANDS RESULTING FROM AGRICULTURAL OPERATIONS.** Wetlands and riparian areas created solely by normal and customary agricultural activities; and
 - c. **PROJECTS PRIMARILY FOR WATER PROTECTION THAT HAVE RECEIVED REQUIRED STATE OR FEDERAL PERMITS.** Projects that have received all applicable permits required by state and/or federal agencies, such as those designed primarily for the enhancement, protection and/or restoration of water body banks or channels, wetlands, riparian areas and/or piscatorial wildlife habitat; and
 - d. **WATER IMPOUNDMENTS.** Water impoundments that are a component of an approved mineral exploration or extraction Project or construction materials processing Project, and comply with Section 13-118: *Water Impoundments*, and with all applicable federal codes and regulations; and
 - e. **EMERGENCY FLOOD CONTROL MEASURES.** A structure or other land use change necessary, in an emergency declared by the County Manager to eliminate or reduce potential flood hazards or damage. If it is to be removed, it shall be removed as soon as possible; and
 - f. **ROADS AND BRIDGES.** Maintenance, repair or replacement of roads, roads that approach bridges, and bridges, existing as of the effective date of this *Resolution*, or constructed thereafter pursuant to this *Resolution* and all other County, state and federal regulations.
2. **PARTIALLY EXEMPT.** The following Projects, classified as Administrative Review Projects pursuant to Section 3-111: *Classification of Impact*, approved pursuant to this *Resolution* are exempt from Section 11-107: D: *Submittal Requirements* but are required to comply with all other requirements of this Section:
 - a. **A PRIMARY RESIDENCE SMALLER THAN 105,000 SQ. FT. IN AN APPROVED SUBDIVISION.** The development of a primary residence smaller than 105,000 sq. ft. (which may include an attached garage in the calculation of square footage), pursuant to Section 13-105: *Residential Building Sizes and Lot Coverage*, in a subdivision approved by Gunnison County and platted as of the effective date of this *Resolution*; and
 - b. **LIMITED MINERAL EXPLORATION.** Limited mineral exploration (activities related to proving up a patented mining claim pursuant to federal law), as addressed in Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials*, and limited construction materials exploration, pursuant to Section 9-402: C: *Activities Exempted from Submittal and Review Requirements*; and
 - c. **UNDERGROUND MINERAL EXPLORATION.** Underground mineral exploration as identified in Division 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials*; and
 - d. **BOUNDARY LINE ADJUSTMENTS.** An application to adjust the lot line between adjacent parcels or lots that are separately owned; and
 - e. **LOT CLUSTERS.** An application to eliminate the lot lines separating adjacent lots that are commonly owned; and
 - f. **CORRECTION OF PLAT.** An application to correct a technical error in a subdivision plat that has been approved and recorded; and
 - g. **TECHNICAL MODIFICATION.** An application to allow a minor deviation of not more than ten percent from any minimum or maximum numerical standard of this *Resolution*, and that is identified as a category in Section 8-101: *Technical Modifications*.

SECTION 13-105: RESIDENTIAL BUILDING SIZES AND LOT COVERAGES

A. **PURPOSES.** This Section establishes standards for structure sizes and building envelopes to achieve the purposes stated in Section 1-103: *Purposes* and in addition, to preserve the historic and architectural scale of structures and building envelopes in the county, to provide for innovation and flexibility in the use of individual parcels, and to recognize that a variety of appropriately sized, sited and scaled buildings are an amenity to Gunnison County.

B. APPLICABILITY.

1. **RESIDENTIAL AND RESIDENTIAL/MIXED USES.** The requirements of this Section shall apply to all residential and residential/mixed land uses, including multiple-family residences and housing developments.

2. **RESIDENCES ASSOCIATED WITH AGRICULTURAL, COMMERCIAL OR INDUSTRIAL OPERATIONS.** Residences associated with agricultural, commercial or industrial operations shall be subject to maximum structure size requirements of this Section. However, the size of accessory structures, the aggregate size of residences and accessory structures, the constraints on coverage and on building envelopes shall not apply to agricultural, commercial or industrial operations.

C. PARCELS SMALLER THAN 6,500 SQ. FT. The aggregate square footage of all structures on a parcel that is smaller than 6,500 sq. ft. shall not exceed 45 percent of the square footage of the parcel unless approved pursuant to Section 13-105: G: *Impact Classification And Required Findings For Coverage Exceeding Standard*.

D. PARCELS EQUAL TO OR LARGER THAN 6,500 SQ. FT. The following shall apply to residential structures on parcels equal to or larger than 6,500 sq. ft:

1. **PERCENT OF COVERAGE.** In no event shall the aggregate square footage of coverage by structures on a parcel 6,500 sq. ft. or larger exceed 45 percent of the total area of the parcel, or 4,100 sq. ft. whichever is greater, unless approved pursuant to Section 13-105: G: *Impact Classification And Required Findings For Coverage Exceeding Standard*.

2. **MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES.** No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 10,000 sq. ft. ~~(and a secondary residence no larger than 2,500 sq. ft.)~~ and the aggregate of all structures shall not exceed 42,500 sq. ft. unless:

a. **LAND USE CHANGE PERMIT APPROVES GREATER SIZE.** Approved pursuant to Section 13-105: G: *Impact Classification and Required Findings for Coverage Exceeding Standard*.

3. MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES FOR MULTIPLE-FAMILY RESIDENCE(S). No building(s) on a parcel equal to or larger than 6,500 sq. ft. shall equal or exceed 10,000 sq. ft. and the aggregate of all structure shall not equal or exceed 12,500 sq. ft. unless:

a. **LAND USE CHANGE PERMIT APPROVES GREATER SIZE.** Approved pursuant to Section 13-105: G: *Impact Classification and Required Findings for Coverage Exceeding Standard*.

E. ADDITIONAL FEE FOR RESIDENCES LARGER THAN 1,000 SQ. FT. A fee shall be included within the overall Land Use Change Permit fee for those residences larger than 1,000 sq. ft., subject to a schedule of fees adopted by the Board, available in the Community Development Department.

F. BUILDING ENVELOPE. The following standards shall apply in the location and use of a residential building envelope:

1. **BUILDINGS SHALL BE CONFINED IN ENVELOPE.** Except as approved pursuant to Section 13-105: G: *Impact Classification And Required Findings For Coverage Exceeding Standard*, all structures on a parcel equal to or larger than 6,500 sq. ft. must be confined in a compact building envelope.

2. **BUILDINGS SHALL SHARE SAME SERVICES.** Except when not practicable or efficient, or as may be modified or prohibited by County, state or federal regulation, all buildings on a parcel that is 6,500 sq. ft. or larger shall:

a. **SHARE SEWAGE DISPOSAL.** Share the same On-Site Wastewater Treatment System;

b. **SHARE WATER SUPPLY.** Utilize the same water supply;

c. **BE LOCATED IN SAME DRAINAGE BASIN.** Be located in the same drainage basin; and

d. **SHARE ROAD AND DRIVEWAY.** Be accessed by the same road and driveway.

G. IMPACT CLASSIFICATION AND REQUIRED FINDINGS FOR COVERAGE EXCEEDING STANDARD. An application for a primary residence larger than 10,000 sq. ft. or for an aggregate of structures larger than 42,500 sq. ft. ~~or for a multi-family residence on parcels 6,500 sq. ft. or larger where a multiple family residence is larger than 10,000 sq. ft., or the aggregate of all multi-family residence(s) and accessory use structures and secondary structures is larger than 12,500 sq. ft.~~ shall be classified and reviewed as a Minor Impact Project. No approval shall be given to a Project that exceeds the maximum coverage, building size, or the aggregate size of buildings allowed by this Section unless, in addition to the proposal's having complied with Article 10: *Locational Standards*, Article 11: *Resource Protection Standards*, Article 12: *Development Infrastructure Standards*, and Article 13: *Project Design Standards*, the Planning Commission finds by clear and convincing evidence that the Project shall meet or exceed the following standards:

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1. **FINDING OF NO OBTRUSIVE VISIBILITY REQUIRED FOR APPROVAL.** The structure(s) is found not to be obtrusively visible. Elements to minimize such visibility shall include:
 - a. **MINIMIZE VISIBILITY OF STRUCTURE BY SITING.** The proposed Project and structures have been sited and shall be constructed using existing topography and natural vegetation for screening to the maximum extent feasible, to minimize the visibility of each structure from outside of the parcel on which it is to be built. During construction and use, disturbance and removal of existing vegetation outside of the permanent footprint of the structures shall be constrained to the maximum extent feasible, and restored substantially to its preconstruction state, to the maximum extent feasible; and
 - b. **MINIMIZE VISIBILITY OF STRUCTURE BY SCREENING.** After such siting, any structure that would be obtrusively visible from outside of the parcel on which it is to be built shall be screened to the maximum extent feasible from such visibility to preserve the natural characteristics of the site by natural vegetation, landscaping and architectural techniques (including colors that blend with the natural background, forms, and textures of the site, non-reflectability and clustering). Natural land forms are acceptable as screening; earth berming is acceptable only if it replicates the natural forms, scale and characteristics of the site. Deciduous vegetation of adequate density in its non-foliage season to provide effective screening is acceptable in combination with other screening techniques.
 - c. **LOCATION OF UTILITIES UNDERGROUND.** Utilities shall be located and installed, to the maximum extent feasible, to not be visible. If installed underground, the natural environment disturbed by installation shall be restored to the maximum extent feasible to its condition before the utilities were installed.
 2. **OBTRUSIVE VISIBILITY SHALL CAUSE DENIAL.** If, after such siting and screening, any portion of a structure is obtrusively visible from outside of the parcel on which it is to be built, that portion of the Project shall be denied. In order to meet this standard, the entire structure need not be invisible from outside of the parcel on which it is to be built.
- H. **FURTHER SUBDIVISION.** Nothing in this Section forbids, or shall be construed to forbid, subdivision of a parcel on which there exists a residential structure larger than 40,000 sq. ft. or an aggregate of structures larger than 12,500 sq. ft., except that no subdivision shall be permitted unless the resulting parcel that contains the structure that exceeds 40,000 sq. ft., and/or all of the buildings that total an aggregate of 12,500 sq. ft. is at least 40 acres in size.

APPENDIX

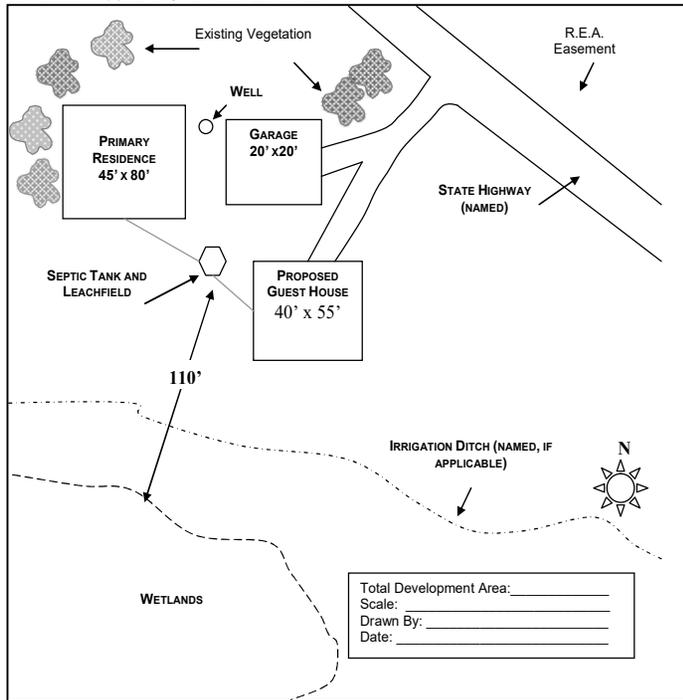
Tables in the Appendix:

- Appendix Table 1: *Impact Classifications*
- Appendix Table 2: *Summary of Review Processes*
- Appendix Table 3: *Off-Road Parking Requirements*

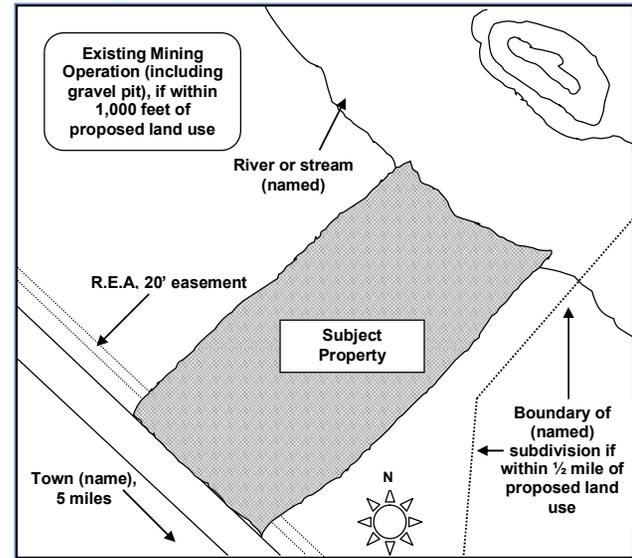
Figures in the Appendix:

- Appendix Figure 1: *Site Plan Example*
- Appendix Figure 2: *Vicinity Map Example*
- Appendix Figure 3: *General Review Process for Land Use Change Permits*
- Appendix Figure 4: *General Review Process for Administrative Review Projects That Require Land Use Change Permits*
- Appendix Figure 5: *General Review Process for Minor Impact Projects*
- Appendix Figure 6: *Sketch Plan Review Process for Major Impact Projects*
- Appendix Figure 7: *Preliminary Plan Review Process for Major Impact Projects*
- Appendix Figure 8: *Final Plan Review Process for Major Impact Projects*

APPENDIX FIGURE 1: SITE PLAN EXAMPLE



APPENDIX FIGURE 2: VICINITY MAP EXAMPLE



APPENDIX TABLE 1: IMPACT CLASSIFICATIONS			
ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
<ul style="list-style-type: none"> • EXEMPT PRIMARY RESIDENCE SMALLER THAN 40,000 SQ. FT. A primary residence smaller than 40,000 sq. ft. that is exempted by Section 1-106: <i>Partially Exempted Land Use Changes.</i> • BARN AND OTHER AGRICULTURAL BUILDINGS ON AN AGRICULTURAL OPERATION. A barn or other agricultural building used in conjunction with an agricultural operation. • FENCES. Fences, which shall comply with Section 13-113: <i>Fencing.</i> • GARDENS AND GREENHOUSES. Private non-commercial gardens and greenhouses. • ONE 120 SQ. FT. STORAGE SHED. One storage shed 120 sq. ft. or smaller. • BARN IN APPROVED SUBDIVISIONS. Barns located in approved subdivisions in which there are adopted protective covenants that allow barns and that have been approved by Gunnison County. • GARDENS AND GREENHOUSES THAT ARE HOME OCCUPATIONS. Gardens and greenhouses that are home occupations, created and operated pursuant to Section 9-102: <i>Home Occupations.</i> • POOLS AND RECREATION 	<ul style="list-style-type: none"> • PRIMARY RESIDENCE, 40,000 SQ. FT. OR LESS, IN EXISTING PLATTED SUBDIVISION. A primary residence smaller than 40,000 sq. ft. or less, located within an existing platted subdivision. • AGGREGATE RESIDENTIAL SQUARE FOOTAGE LESS THAN 12,500 SQ. FT. On one parcel The aggregate square footage of structures less than 12,500 sq. ft., (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 120 sq. ft. storage shed, and a private greenhouse), that may include: • PRIMARY RESIDENCE 5,000 SQ. FT. OR LESS AND AGGREGATE SQUARE FOOTAGE 7,000 SQ. FT. OR LESS. A residential living area (one single-family residence, and any combination of a primary single-family residence, an integrated secondary residence, a detached secondary residence) and a garage attached to a residence 5,000 sq. ft. or less (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 200 sq. ft. storage shed, and a private greenhouse) and accessory structures or secondary use structures with an aggregate of 7,000 sq. ft. or less on one parcel, pursuant to Section 13-105: <i>Residential Building Sizes and Lot Coverages.</i> • RESIDENTIAL LIVING AREA 10,000 SQ. FT. OR LESS. 10,000 or less sq. ft. of residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Section 9-101: <i>Uses Secondary to a Primary Residence</i>); and 	<ul style="list-style-type: none"> • PRIMARY RESIDENCE LARGER THAN 40,000 SQ. FT. OR LARGER. A primary residence larger than 40,000 sq. ft. or larger. • AGGREGATE SQUARE FOOTAGE LARGER THAN 7,000 SQ. FT. An aggregate square footage larger than 7,000 sq. ft. of residential living area (one single-family residence, and any combination of a primary single-family residence, an integrated secondary residence, a detached secondary residence) and a garage attached to a residence (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 200 sq. ft. storage shed, and a private greenhouse) and accessory structures or secondary use structures on one parcel, pursuant to Section 13-105: <i>Residential Building Sizes and Lot Coverages.</i> • AGGREGATE SQUARE FOOTAGE OF 12,500 OR MORE SQ. FT. An aggregate of 12,500 or more sq. ft. of residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Division 9-100: <i>Secondary Uses and Activities</i> on one parcel, pursuant to Section 13-105: <i>Residential Building Sizes and Lot Coverages.</i> • MULTIPLE FAMILY RESIDENCE LARGER THAN 10,000 SQ. FT. A multiple family residence larger than 	<ul style="list-style-type: none"> • MORE THAN FOUR UNITS. More than four units that are subdivision lots, duplex units, or multiple-family residences. • NEW COMMERCIAL, INDUSTRIAL LARGER THAN 5,000 SQ. FT. OR FIVE ACRES. A new commercial or industrial use of more than 5,000 sq. ft. of structure, or on a parcel of more than five acres, or which, because of projected traffic, hours of operation, or type of use, may be classified as a Major Impact project, or would be the first instance of a commercial or industrial land use in an area in which no other commercial or industrial land use currently exists. • EXPANSION OF COMMERCIAL OR INDUSTRIAL USE OF 10,000 SQ. FT. OR MORE. Expansion of a commercial or industrial use, existing as of the effective date of this <i>Resolution</i>, of 10,000 sq. ft. or more. • LARGE NEW OR EXPANDED MINING OPERATIONS. New or expanded mining operations that operate for more than 180 days per year, produces more than 10,000 tons of ore/waste per year, or affects more than two surface acres

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APPENDIX TABLE 1: IMPACT CLASSIFICATIONS

ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
<p>FACILITIES. Private swimming pools and private recreation facilities associated with a primary residence, and not part of a private club or membership group.</p> <ul style="list-style-type: none"> • INTEGRATED SECONDARY RESIDENCE SMALLER THAN 1,200 SQ. FT. ON ANY LEGAL LOT. An integrated secondary residence smaller than 1,200 sq. ft. in a primary residence on any legal lot that meets the standards pursuant to Section 9-101. 7.: <i>Standards for Integrated Secondary Residence.</i> • ONE HOME OCCUPATION. One home occupation, pursuant to Section 9-102: <i>Home Occupations.</i> • CAMPING. Camping in a recreational vehicle or other camping shelter on an individual parcel pursuant to Section 9-509: <i>C. No Land Use Change Permit Required For Camping in a Recreational Vehicle or other Camping Shelter on an Individual Parcel.</i> • SPECIAL EVENTS. A special event, pursuant to Section 9-501: <i>Special Events.</i> • TEMPORARY STRUCTURES. Temporary structures, pursuant to Section 9-502: <i>Temporary Structures.</i> • SATELLITE DISHES. Satellite dishes, pursuant to Section 9-503: <i>Satellite Dish Devices.</i> • ATTACHED WIRELESS 	<ul style="list-style-type: none"> • MULTIPLE FAMILY RESIDENCE 10,000 SQ. FT. OR LESS. A multiple family residence 10,000 sq. ft. or less. The multiple family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: <i>Residential Building Sizes and Lot Coverages.</i> • AGGREGATE SQUARE FOOTAGE 12,500 SQ. FT. OR LESS FOR MULTIPLE FAMILY RESIDENCE(S). An aggregate 12,500 sq. ft. or less of residential living area and/or accessory on one parcel, pursuant to Section 13-105: <i>Residential Building Sizes and Lot Coverages.</i> • SECONDARY STRUCTURE INTENDED ONLY FOR SLEEPING AND HAS NO KITCHEN. A secondary structure without a kitchen that is to be used only for sleeping facilities. It shall comply with the requirements of the <i>Gunnison County On-Site Wastewater Treatment System Regulations.</i> • MORE THAN ONE HOME OCCUPATION. More than one home occupation, pursuant to Section 9-102: <i>Home Occupations.</i> • MOBILE HOME NOT IN A MOBILE HOME COMMUNITY. A mobile home proposed to be located on an individual parcel of land not in a mobile home community, but adjacent to a subdivision whose protective covenants do not address, or expressly prohibit mobile homes within the subdivision, pursuant to Section 9-202: <i>Individual Manufactured and Mobile Homes.</i> • BOUNDARY LINE ADJUSTMENT. An application to adjust the lot line between adjacent parcels or lots not in platted 	<p>10,000 sq. ft.. The multiple family residence may include an attached garage(s), which shall be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: <i>Residential Building Sizes and Lot Coverages.</i></p> <ul style="list-style-type: none"> • AGGREGATE SQUARE FOOTAGE LARGER THAN 12,500 SQ. FT. FOR MULTIPLE FAMILY RESIDENCE(S). An aggregate square footage larger than 12,500 sq. ft. of residential living area and/or accessory structures on one parcel, pursuant to Section 13-105: <i>Residential Building Sizes and Lot Coverages.</i> • MORE THAN ONE SECONDARY RESIDENCE ON A LEGAL LOT OR TRACT. More than one secondary residence on a legal lot or tract, except as allowed pursuant to Section 9-101: <i>Uses Secondary to a Primary Residence.</i> • 2-4 UNITS. 2-4 units that are subdivision lots, duplexes, or multiple-family residences, except as allowed pursuant to Section 9-101: <i>G: Secondary Structures and Uses Classified as Minor Impact Projects.</i> • DEVELOPMENT REQUIRING DETAILED RIDGELINE VANTAGE VISIBILITY ANALYSIS. Any development other than a project classified as a Major Impact project, and for which a detailed ridgeline vantage visibility analysis is required, pursuant to Section 11-108: <i>E: Impact Classification.</i> 	<p>of land, pursuant to Division 9-400: <i>Exploration, Extraction and Processing of Minerals and Construction Materials.</i></p> <ul style="list-style-type: none"> • LARGE CONSTRUCTION MATERIALS OPERATIONS. Any sand, gravel or quarry operation providing material that will operate for more than two years, pursuant to Division 9-400: <i>Exploration, Extraction and Processing of Minerals and Construction Materials.</i> Larger operations may require review under the <i>Gunnison County Special Development Projects Regulations.</i> • WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS I DAMS. New projects, or facilities, or expansion of existing projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class I dam, pursuant to Section 13-118: <i>Water Impoundments.</i> • TRANSMISSION LINES. Construction of a new transmission line(s) in an area in which no line(s) currently exists, but not including a project for which a Land Use Change Permit has been granted in which the design, construction, location and impacts of the utility

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APPENDIX TABLE 1: IMPACT CLASSIFICATIONS			
ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
<p>TELECOMMUNICATIONS DEVICE. Attached wireless telecommunications device, pursuant to Section 9-504: <i>Attached Wireless Telecommunications Devices.</i></p> <ul style="list-style-type: none"> • KEEPING OF LIVESTOCK NOT ON AN AGRICULTURAL OPERATION. Keeping of livestock not on an agricultural operation, pursuant to Section 9-508: <i>Keeping of Livestock Not on an Agricultural Operation.</i> • SITE APPROVAL APPLICATION FOR WATER SUPPLY OR WASTEWATER TREATMENT SYSTEM. The Colorado Department of Public Health and Environment’s site approval application for a proposed expansion or alteration of an existing wastewater treatment system. • DISTRIBUTION OR SERVICE LINE TO PRIMARY RESIDENCE. A distribution or service line providing service to a single primary residence, multiple family residences, or other residence that would not otherwise require a Land Use Permit under the requirements of this <i>Resolution</i>. • ALTERATION AND REPAIR OF EXISTING SERVICE LINES OR DISTRIBUTION LINES. Conversion of above-ground distribution lines or service lines to underground distribution or service lines located substantially within an existing utility easement. 	<p>approved subdivisions, when the adjustment is in compliance with Section 5-103: <i>Standards for Approval of Administrative Review Projects.</i></p> <ul style="list-style-type: none"> • LOT CLUSTERS. An application to eliminate the lot lines separating adjacent lots that are commonly owned. • CORRECTION PLAT. An application to correct a technical error in a subdivision plat that has been approved and recorded. • REPAIR OF EXISTING DISTRIBUTION LINES. Repair of existing distribution lines located substantially within an existing utility easement. • ALTERATION OF APPROVED BUILDING ENVELOPES. Alterations of building envelopes on lots that were approved as an element of a Land Use Change Permit. • SUBDIVISION EXEMPTION TO “VALIDATE” AN EXISTING LOT. Pursuant to C.R.S. 30-28-101 (10) (d), the “validation” of a lot that existed prior to the effective date of this <i>Resolution</i>, but did not exist before September 27, 1972 and has not been reviewed and approved by the County as a legally subdivided lot “legal lot”). • EXPANSION OR CHANGE OF COMMERCIAL OR INDUSTRIAL USE TO TOTAL SIZE OF 5,000 SQ. FT. OR ONE ACRE OR LESS. Expansion or change of a commercial or industrial use existing as of the effective date of this <i>Resolution</i>, when the expansion will result in the use having a total size of less than 5,000 sq. ft. of a structure, or one acre of land. • PLAT FOR APPROVED CONDOMINIUMS/TOWNHOME PROJECT. A constructed condominium or 	<ul style="list-style-type: none"> • CLEARING OF MORE THAN 7500 SQ. FT. OF LAND. Clearing of more than 7,500 sq. ft. of land not related to activities permitted by a Building Permit, an ISDS Permit, or Access Permit, or an agricultural operation. • NEW COMMERCIAL, INDUSTRIAL 5,000 SQ. FT., OR FIVE ACRES OR LESS. A new commercial or industrial structure equal to or less than 5,000 sq. ft. or a commercial or industrial use developed on five acres or less. • 5,000-9,999 SQ. FT. EXPANSION OF COMMERCIAL OR INDUSTRIAL USE. Expansion of a commercial or industrial use, existing as of the effective date of this <i>Resolution</i>, of 5,000 – 9,999 sq. ft. • FREESTANDING WIRELESS TELECOMMUNICATION STRUCTURE. Construction and siting of a freestanding wireless communication structure, building, pole, tower or antenna that provides wireless telecommunications services, pursuant to <i>Section 9-505: Freestanding Wireless Telecommunication Structures.</i> • SMALL NEW OR EXPANDED MINING OPERATIONS. New or expanded mining operation that operates for no more than 180 days per year, produces fewer than 10,000 tons of ore/waste per year and affects no more than two surface acres of land, pursuant to <i>Division 9-400: Exploration, Extraction and Processing of</i> 	<p>line(s) were reviewed and approved.</p> <ul style="list-style-type: none"> • PRECEDENT FOR FUTURE LAND USE THAT IS DIFFERENT THAN EXISTING USE. Any proposal that sets a precedent for future land use that is significantly different than existing land uses in the impact area.

APPENDIX TABLE 1: IMPACT CLASSIFICATIONS			
ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
	<p>townhome project for which a Land Use Change Permit has been approved for the overall development.</p> <ul style="list-style-type: none"> • LIMITED MINERAL EXPLORATION. Limited mineral exploration (activities related to proving up a patented mining claim pursuant to federal law), as addressed in Section 9-402: C.3: <i>Limited Mineral Exploration</i>. • UNDERGROUND MINERAL EXPLORATION. An application for underground mineral exploration for operations existing as of the effective date of this <i>Resolution</i>, as addressed in Section 9-402: D: <i>Extension and Expansion of Current Underground Mineral Exploration Required to File Notice of Activity</i>. • EXTRACTION OF CONSTRUCTION MATERIALS. Extraction of construction materials that generates more than 300 cubic yards, per Section 9-402: C. 1: <i>Limited Construction Material Extraction</i>. 	<p><i>Minerals and Construction Materials.</i></p> <ul style="list-style-type: none"> • CONSTRUCTION MATERIALS OPERATION RELATED TO CONSTRUCTION OF PUBLIC ROAD. Any sand, gravel, or quarry operation providing material for public road construction that will operate for less than two years. • GENERAL ROAD CUTTING OR CONSTRUCTION. Road cutting or construction, except that cutting or construction and maintenance of a road that provides access solely for an agricultural operation shall not be classified as a Minor Impact project, and shall not require review. • TRANSMISSION LINES. Upgrade of an existing utility transmission line(s) within an existing easement(s), but not including a project for which a Land Use Change Permit has been granted in which the design, construction and impacts of the utility line were reviewed and approved. • BED AND BREAKFAST. Bed and breakfast business, pursuant to <i>Section 4-103: Bed and Breakfast</i>. • CHILD CARE CENTER. A child care center, pursuant to Section 9-506: <i>Child Care Center</i>. • GROUP HOME. A group home, pursuant to <i>Section 9-507: Group Home</i>. • • FREESTANDING WIRELESS 	

APPENDIX TABLE 1: IMPACT CLASSIFICATIONS			
ADMINISTRATIVE REVIEW PROJECTS THAT DO NOT REQUIRE A LAND USE CHANGE PERMIT	ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE A LAND USE CHANGE PERMIT	MINOR IMPACT PROJECT	MAJOR IMPACT PROJECT
		<p>COMMUNICATION STRUCTURES. Freestanding wireless communication structures, pursuant to <i>Section 9-505: Freestanding Wireless Communication Structures.</i></p> <ul style="list-style-type: none"> • WATER IMPOUNDMENT PROJECTS CLASSIFIED AS CLASS II DAMS. New projects or facilities, or expansion of existing projects or facilities, that involve the design, construction and operation of a water impoundment that includes a dam classified by the Colorado Division of Water Resources as a Class II dam, pursuant to <i>Section 13-118: Water Impoundments.</i> • EXPANSION OR EXTENSION OF SNOWPLOWING. Expansion or extension of snowplowing, pursuant to <i>Section 11-110: F: Expansion or Extension of Snowplowing.</i> • COMMERCIAL WEDDING SITE. The site on which weddings are regularly or frequently conducted as a commercial operation, irrespective of the number of people or vehicles generated by the wedding event. 	

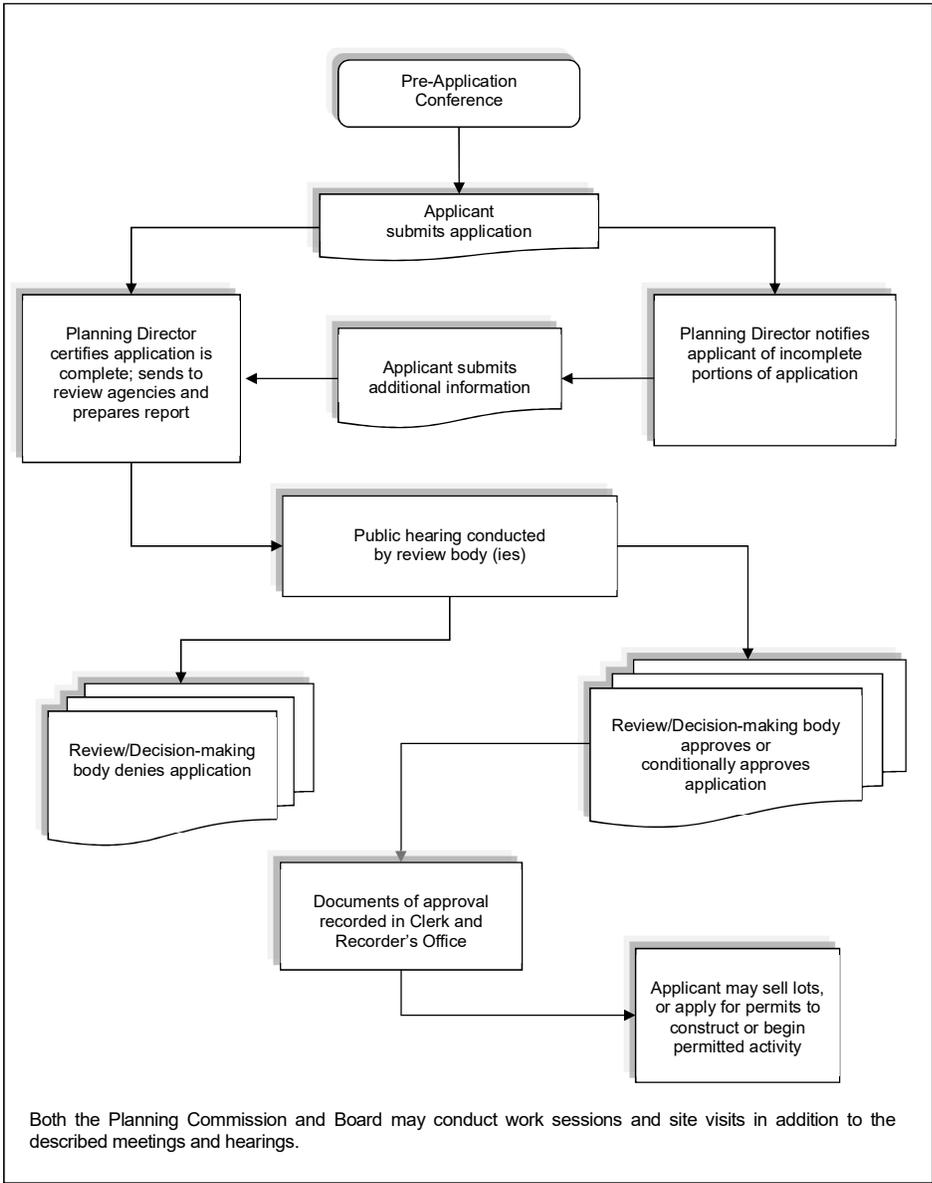
APPENDIX TABLE 2: SUMMARY OF REVIEW PROCESSES

APPLICATION TYPE	PRE- APPLICATION CONFERENCE	COMMUNITY DEVELOPMENT DEPARTMENT	PLANNING COMMISSION	BOARD OF COMMISSIONERS	BOARD OF ADJUSTMENTS	PUBLIC HEARING
ADMINISTRATIVE REVIEW PROJECTS						
ALL ADMINISTRATIVE REVIEW PROJECTS	Optional	Community Development Director makes decision	N/A	Decisions may be appealed to the Board	N/A	None
MINOR IMPACT PROJECTS						
MINOR IMPACT SUBDIVISION	Optional	Provides analysis of Project to Planning Commission	Makes recommendation to Board	Makes decision; subdivision plat requires Board Signature	N/A	Planning Commission and Board jointly conduct one hearing
MINOR IMPACT NOT A SUBDIVISION	Optional	Provides analysis of Project to Planning Commission	Makes decision	Decisions may be appealed to the Board	N/A	Planning Commission conducts one hearing
MINOR IMPACT, EXTENSION OF SNOWPLOWING	Optional	N/A	N/A	Makes decision	N/A	Board conducts one hearing
MAJOR IMPACT PROJECTS						
SKETCH PLAN	Mandatory	Provides analysis of Sketch Plan to Planning Commission	Makes recommendation to Board	Makes decision	N/A	One jointly conducted hearing required by Commission; and Board; Board has option to separately conduct one additional
PRELIMINARY PLAN	Mandatory	Provides analysis of Preliminary Plan to Planning Commission	Makes recommendation to Board	Makes decision	N/A	One jointly conducted hearing by Commission and Board; Board has option to separately conduct one additional

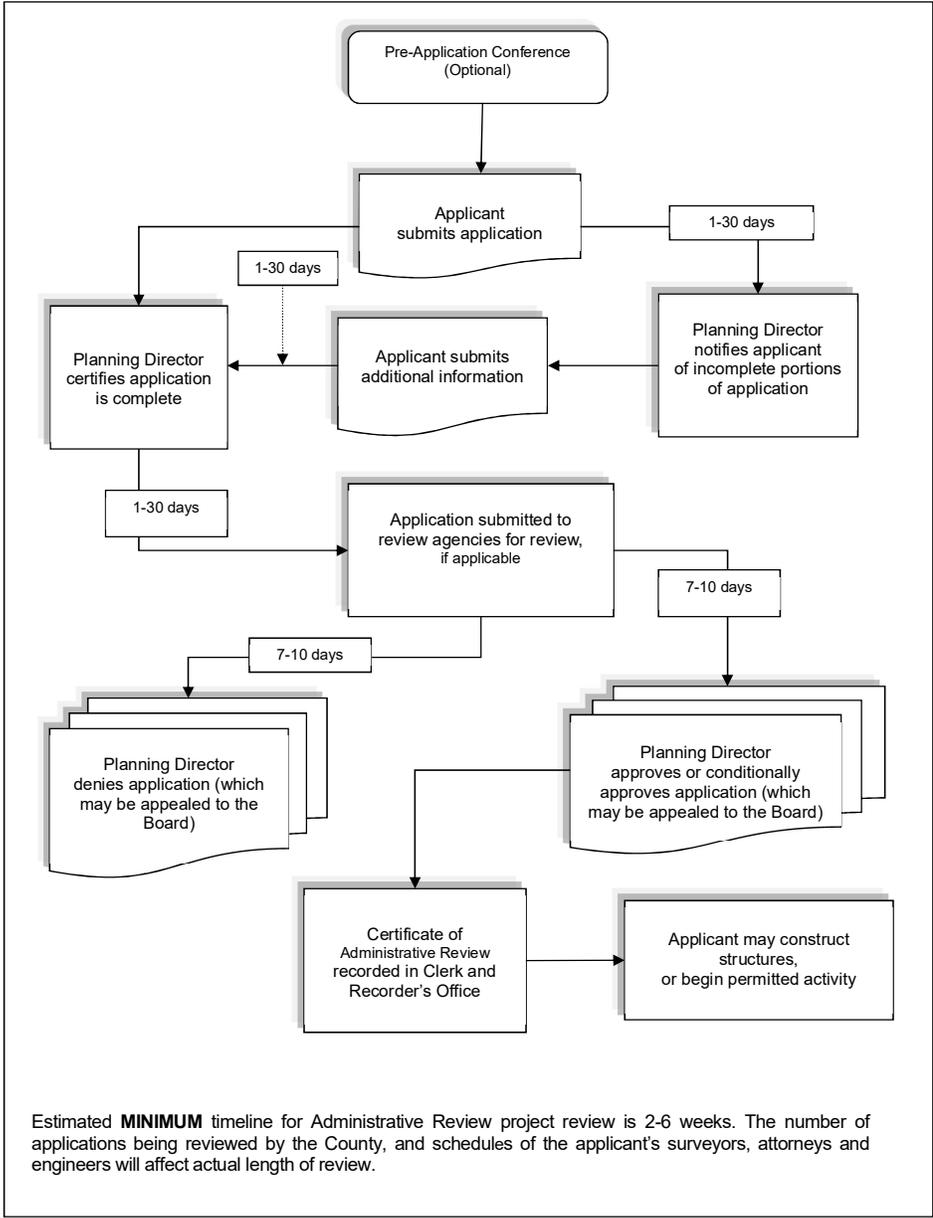
APPENDIX TABLE 2: SUMMARY OF REVIEW PROCESSES

APPLICATION TYPE	PRE- APPLICATION CONFERENCE	COMMUNITY DEVELOPMENT DEPARTMENT	PLANNING COMMISSION	BOARD OF COMMISSIONERS	BOARD OF ADJUSTMENTS	PUBLIC HEARING
FINAL PLAN	Optional	Provides analysis of Final Plan to Board	If included as a specific condition of Preliminary Plan Approval, Commission reviews and makes recommendation to board	Makes decision	N/A	None
MISCELLANEOUS PROCESSES						
VARIANCE FROM SETBACKS FROM PROPERTY LINES AND ROAD RIGHTS-OF-WAY	N/A	Building Inspector presents report and analysis to Board of Adjustments	N/A	N/A	Makes decision	Board of Adjustment has one hearing
VARIANCE FROM SIGN REQUIREMENTS	N/A	Building Inspector presents report and analysis to Board	N/A	Makes decision	N/A	None
VARIANCE FROM FLOODPLAIN DEVELOPMENT REQUIREMENTS	N/A	Presents report and analysis to Board	N/A	Makes decision	N/A	None
EXTENSION OF VESTED RIGHT DURING TERM OF PERMIT	N/A	N/A	N/A	Makes decision	N/A	Board conducts one hearing
DESIGNATION OF SPECIAL GEOGRAPHIC AREAS	N/A	Prepares maps and provides analysis for Planning Commission on this <i>Resolution</i> language	Makes recommendation to Board	Makes decision	N/A	Planning Commission and Board jointly conduct one hearing
AMENDING THIS RESOLUTION	N/A	Makes analysis to Planning Commission	Makes recommendation to Board	Makes decision	N/A	Board required to conduct one hearing

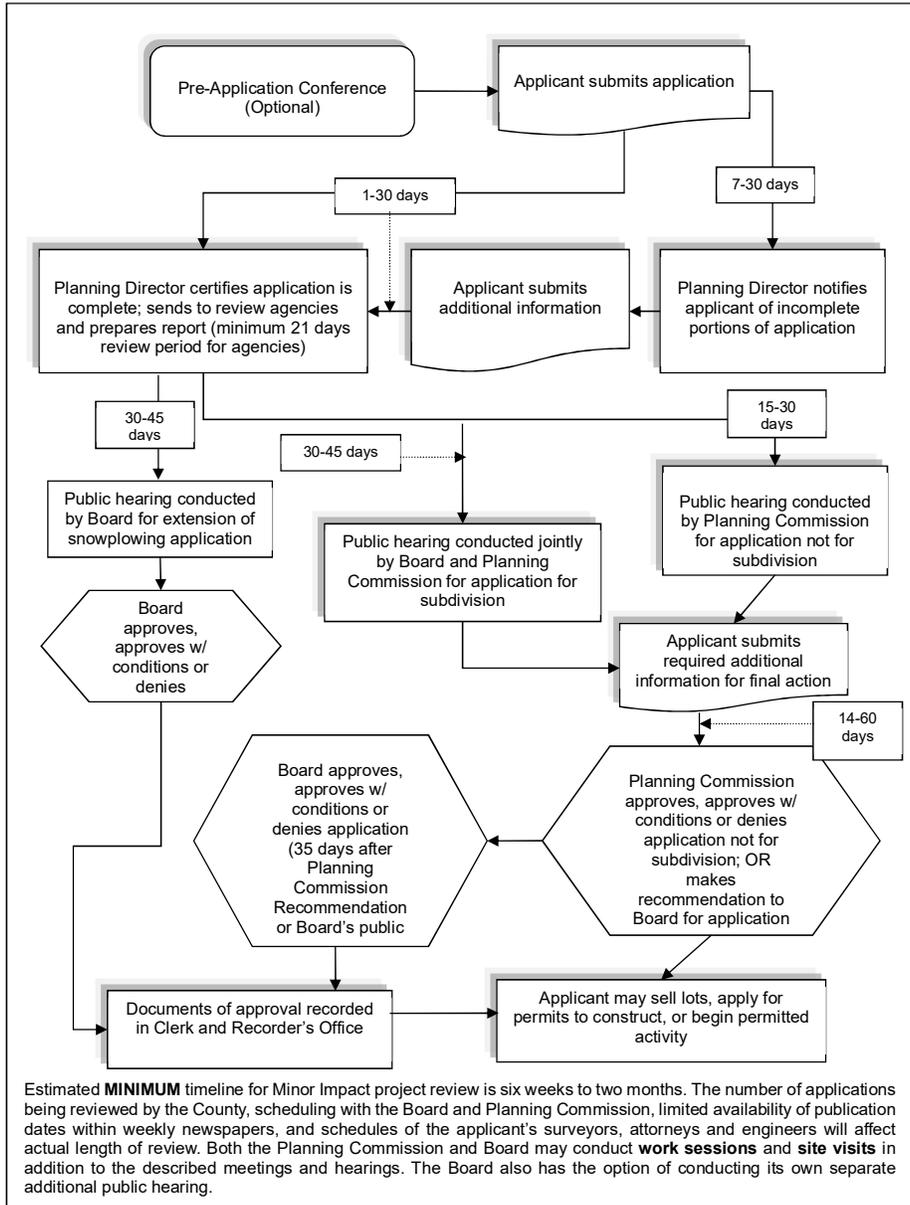
APPENDIX FIGURE 3: GENERAL REVIEW PROCESS FOR LAND USE CHANGE PERMITS



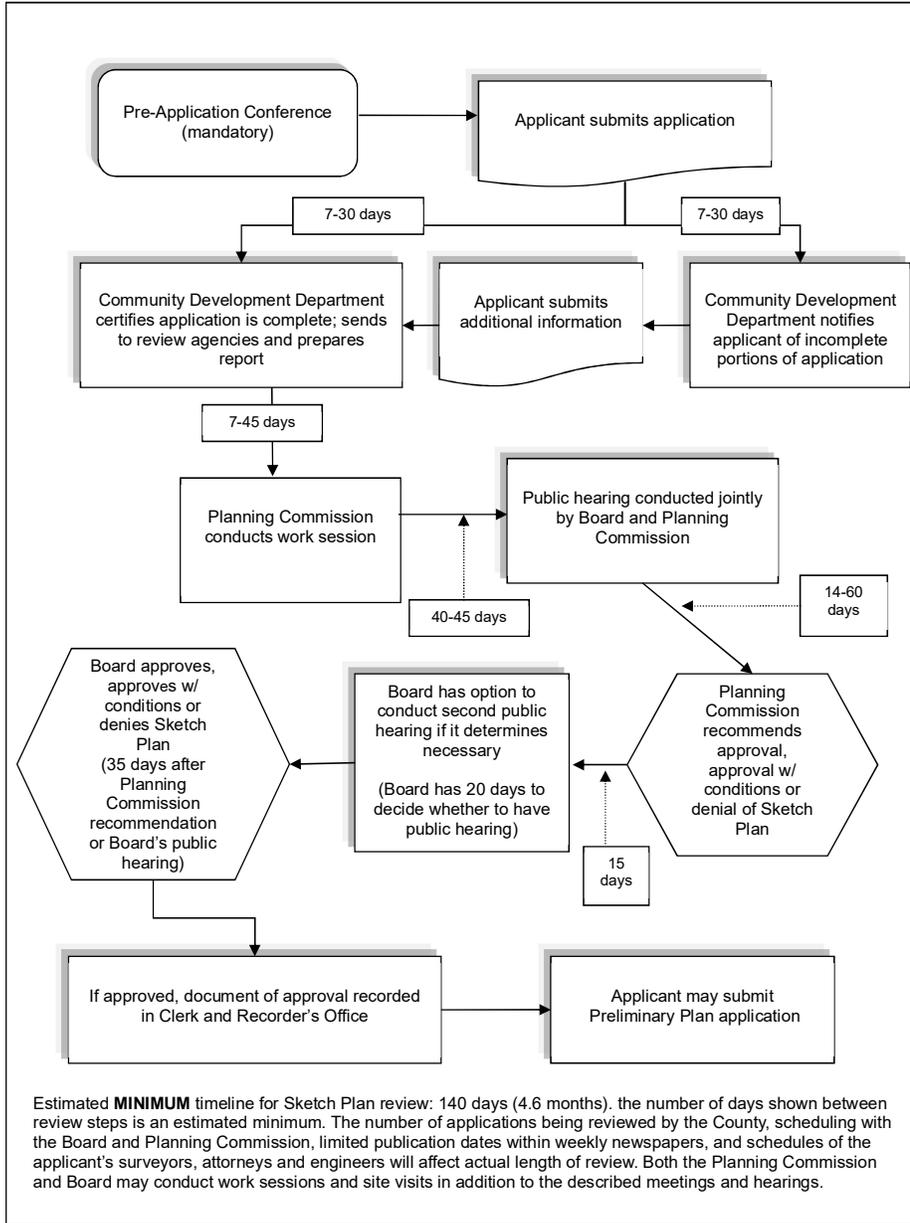
APPENDIX FIGURE 4: GENERAL REVIEW PROCESS FOR ADMINISTRATIVE REVIEW PROJECTS THAT REQUIRE LAND USE CHANGE PERMITS



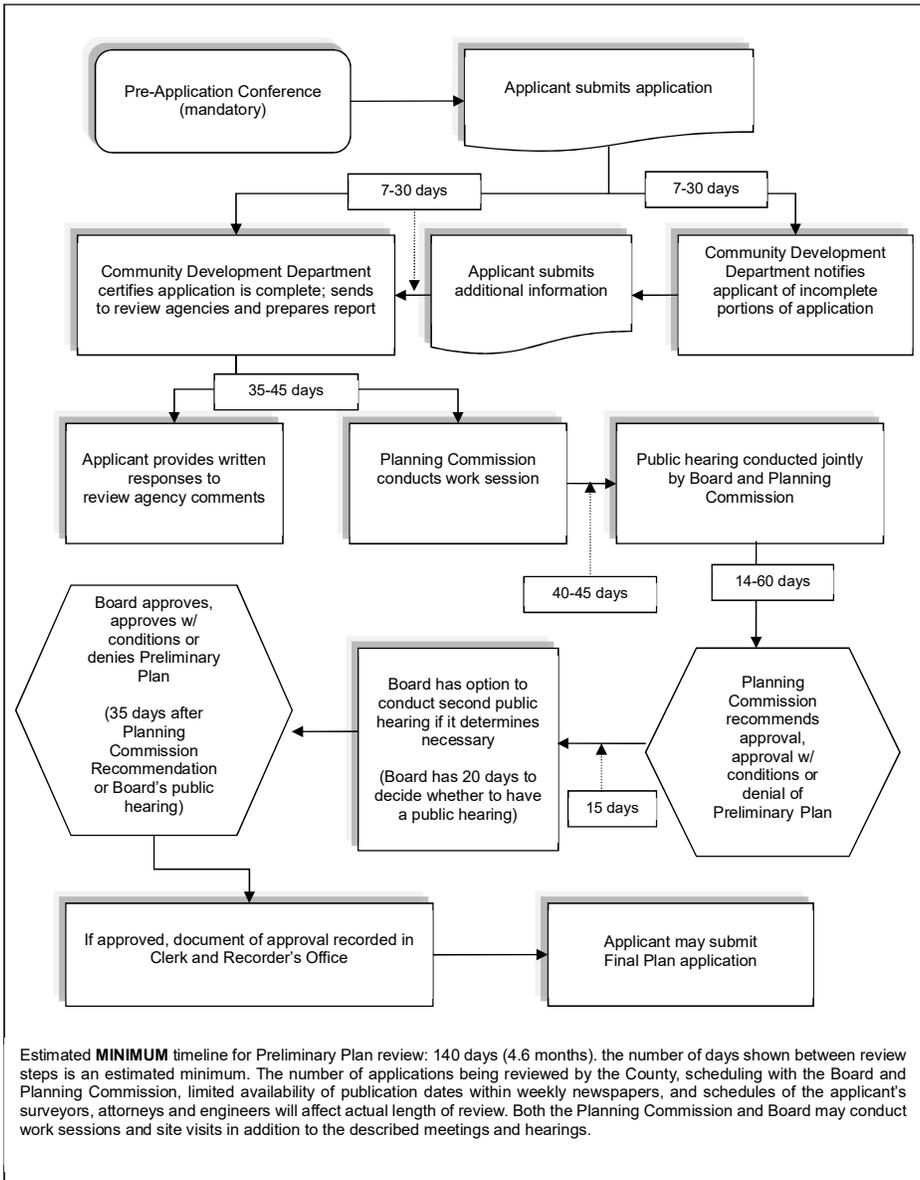
APPENDIX FIGURE 5: GENERAL REVIEW PROCESS FOR MINOR IMPACT PROJECT :



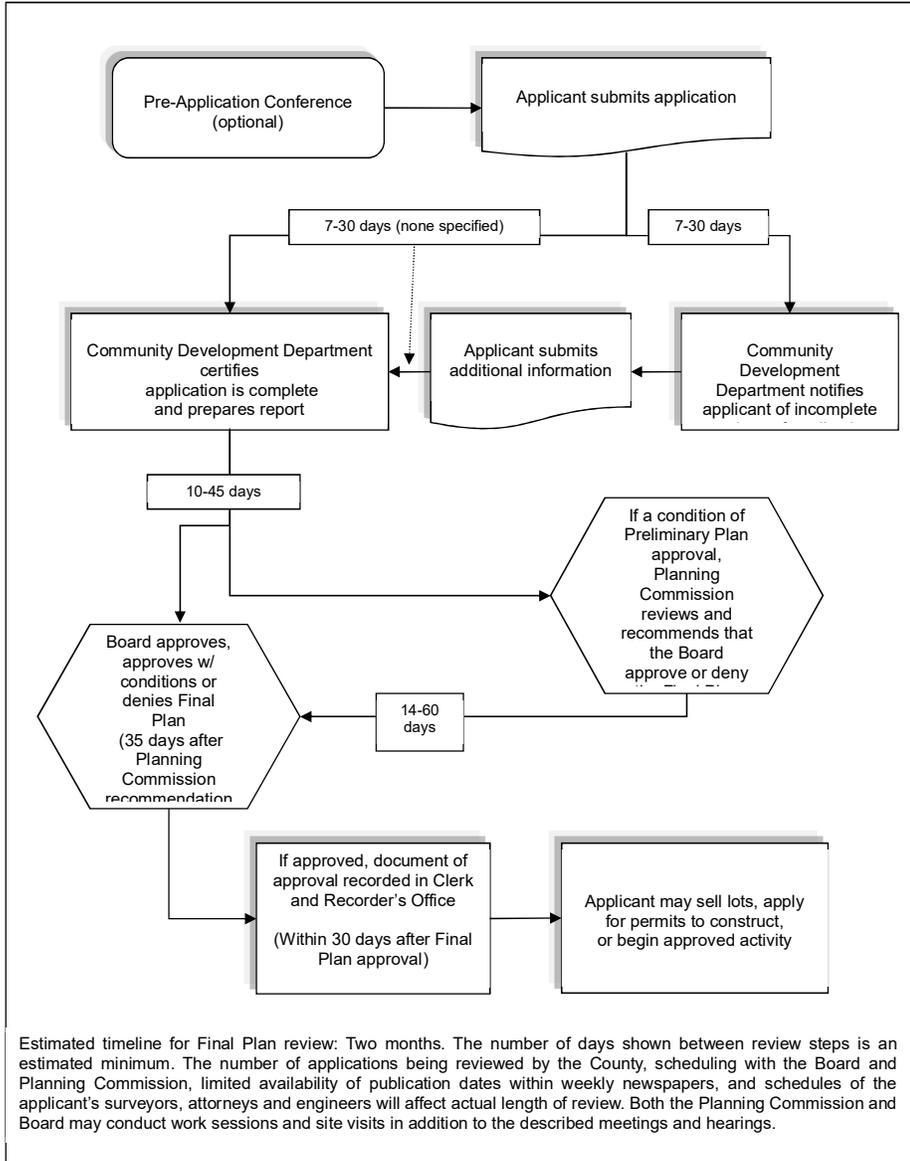
APPENDIX FIGURE 6: SKETCH PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS:



APPENDIX FIGURE 7: PRELIMINARY PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS



APPENDIX FIGURE 8: FINAL PLAN REVIEW PROCESS FOR MAJOR IMPACT PROJECTS



APPENDIX TABLE 3: OFF-ROAD PARKING REQUIREMENTS		
TYPE OF USE OR FACILITY	NUMBER OF OFF-ROAD SPACES RESIDENTIAL (MAY BE A GARAGE, CARPORT OR PARKING AREA)	PER UNIT
MANUFACTURED HOUSING SUBDIVISION OR MOBILE HOME PARK	2 parking spaces/	Residence
MULTIPLE FAMILY, INCLUDING CONDOMINIUMS AND TOWNHOMES	2 parking spaces per residence for up to 3 bedroom residence; one additional space for each additional bedroom in the residence	Residence
SINGLE-FAMILY AND DUPLEX	2 parking spaces per residence for up to 3 bedroom residence; one additional space for each additional bedroom in the residence	Residence
INSTITUTIONAL, PUBLIC, SEMI-PRIVATE		
SPECIAL EVENTS, AUDITORIUMS, ARENAS	1 parking space/	Four persons or spaces of seating capacity
CLUBS	1 parking space/	100 sq. ft. of assembly area
GOVERNMENT OFFICE	1 parking space/	300 sq. ft.
HOSPITAL	1 parking space/	Bed, and for every three employees
CHURCH	1 parking space/	50 sq. ft. of seating/ meeting area
SCHOOLS, PUBLIC OR PRIVATE: ELEMENTARY OR MIDDLE SCHOOL	1 parking space/ 1 drop-off space	Teacher or employee School
SCHOOL, PUBLIC OR PRIVATE: HIGH SCHOOL	1 parking space/ 1 parking space/ 1 drop-off space	Teacher or employee 5 students School
GENERAL COMMERCIAL USES		
ANIMAL SALES (UNRELATED TO AN AGRICULTURAL OPERATION)	1 parking space/	250 sq. ft.
DOMESTIC ANIMAL BOARDING	1 parking space/	400 sq. ft.
DOMESTIC ANIMAL GROOMING	1 parking space/	400 sq. ft.
STABLE	1 parking space/	5 stalls
RIDING SCHOOL	1 parking space/	4 stalls
VETERINARY OFFICE OR HOSPITAL	1 parking space/	400 sq. ft.
COMMERCIAL RECREATION AND ENTERTAINMENT FACILITIES		
GOLF COURSE (PUBLIC OR PRIVATE)	4 parking spaces/	Hole
	1 parking space/	Employee
SKATING RINK	1 parking space/	Five fixed spaces or 60 sq. ft. of seating
	1 parking space/	250 sq. ft. of non-seating area
TENNIS AND RACQUETBALL COURTS	3 parking spaces/	Court
EATING AND/OR DRINKING FACILITIES	1 parking space/	Four persons of seating capacity
	1 parking space/	Three employees
FINANCIAL INSTITUTION	1 parking space/ based on site design	300 sq. ft. Space sufficient for vehicle stacking area
COMMERCIAL NURSERIES	1 parking space/	Two acres
HOTELS, MOTELS, LODGES, BED AND BREAKFAST FACILITY	1 parking space/	Sleeping room
	1 parking space/	Three employees
Retail Sales Facilities and offices		
MEDICAL AND DENTAL	1 parking space/	200 sq. ft.
ALL OTHER OFFICES	1 parking space/	300 sq. ft.
FURNITURE, APPLIANCE OR LARGE STORE	1 parking space/	500 sq. ft.
CONVENIENCE STORE WITH GAS PUMPS	1 parking space/ 1 vehicle stacking area	200 sq. ft.
VEHICLE OR EQUIPMENT SALES AND SERVICE, REPAIR, OR RENTAL	1 parking space/	400 sq. ft.
CAR WASH	1 parking space/	200 sq. ft. of sales/office area
		Space sufficient for vehicle stacking area
SERVICE STATION	1 parking space/	200 sq. ft. of sales/ office area
		Space sufficient for vehicle stacking area
MINI-STORAGE RENTAL UNITS	1 parking space/	100 lockers inside and at least 5 spaces outside fenced area
WAREHOUSING AND STORAGE	1 parking space/	500 sq. ft.
Industrial Uses		
MANUFACTURING & PROCESSING FACILITIES	1 parking space/	350 sq. ft. of gross floor area

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

RESOLUTION NO. 2021-

A RESOLUTION AMENDING THE GUNNISON COUNTY LAND USE RESOLUTION

WHEREAS, pursuant to the *Gunnison County Land Use Resolution* ("the *Resolution*"), Section 1-113, details a process for initiation, review and Board of County Commissioner action on proposed amendments to the *Resolution*, and

WHEREAS, pursuant to Section 1-113, the Community Development Department and Planning Commission have initiated and completed review of proposed amendments as required by the *Resolution*; and

WHEREAS, the Planning Commission on July 23, 2021, forwarded its written recommendations to the Board regarding the proposed amendments; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on these proposed amendments on September 7, 2021; and pursuant to Section 1-113 of the *Resolution* evaluated the proposed amendments using the following criteria:

- Consistency of the proposed amendments with any comprehensive plan that may be adopted by Gunnison County;
- Changed conditions, including the economy of Gunnison County;
- Effect of the proposed amendments on the natural environment;
- Community needs;
- Development pattern;
- Changes in applicable law;
- Public health, safety and welfare; and
- Compliance with any applicable intergovernmental agreements adopted by Gunnison County; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby adopts the following amendments of the *Gunnison County Land Use Resolution* as included on the attached "Exhibit A."

INTRODUCED by Commissioner _____, seconded by Commissioner _____ and adopted on this ____ day of _____ 2021.

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

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Commissioner

By: _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Discussion; Mobile Home Park Oversight Program

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request for direction from Board on possible comments to State regarding State Mobile Home Park Dispute Resolution and and Oversight Program

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:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 9/21/2021



GUNNISON COUNTY ATTORNEY
Matthew Hoyt – County Attorney
Emilee Gaebler – Deputy County Attorney
Ph: (970) 641-5300 | Fax: (970) 641-7696
200 E. Virginia Ave, Gunnison, CO 81230
<https://www.gunnisoncounty.org/attorney>

September ____, 2021

Division of Housing
Attn: MHPOP Rulemaking
Christina Postolowski
1313 Sherman St. #320,
Denver, CO 80203

VIA ELECTRONIC MAIL AND FIRST-CLASS MAIL

Re: Rulemaking Comments of Gunnison County, 44 CR 17 (Sept. 10, 2021)

Dear Ms. Postolowski,

On behalf of the Board of County Commissioners of the County of Gunnison, Colorado (“BOCC” or “Gunnison County”), and pursuant to CRS § 24-4-103 and the proposed rules published in 44 CR 127 (Sept. 10, 2021), thank you for the opportunity to comment on the Department of Local Affairs draft changes to 8 CCR 1302-15, the Mobile Home Park Act Dispute Resolution & Enforcement Program (“MHPA Regulations”).

As you may know, Gunnison County is a Constitutionally and statutorily created Colorado county whose authority includes the ability to enact regulations to protect and promote the health, welfare and safety of the people of Gunnison County, as well as the authority to regulate land use planning and quality and protection of the environment in Gunnison County. To that end, Gunnison County has adopted both building and onsite wastewater treatment system codes, as well as its Land Use Resolution (“LUR”), to oversee and regulate land uses within the county. In particular, the County has adopted, in LUR Section 9-202(B), minimum standards to regulate the design, construction and maintenance of mobile home communities, and to promote the health and safety of mobile home community tenants. Moreover, the Mobile Home Park Act, Title 38, Article 12, Part 2 of the Colorado Revised Statutes, and the Mobile Home Park Act Dispute Resolution and Enforcement Program, Title 38, Article 12, Part 11, C.R.S., contemplates or expressly provides a role for Gunnison County with regard to mobile home parks located within its boundaries. *See, e.g.*, C.R.S. § 38-12-221 (“Upon a finding that the utilities in a park create a significant health or safety danger to park residents, the landlord of a mobile home park shall grant county or municipal officers or employees access to the mobile home park for the purposes of investigating or conducting a study related to such danger.”).

Gunnison County generally supports DOLA’s proposed changes to the MHPA Regulations, and also provides the following comments.

First, the County respectfully recommends that DOLA refrain from adopting proposed Section 8.3. This proposed section appears inconsistent with CRS § 38-12-217(10), particularly because an unscrupulous landlord could request that a third-party buyer include a contract term giving her a unilateral right to cancel a contract

with that buyer not for the purpose of exercising a right to cancel but to avoid the landlord's obligations under Section 38-12-217. Moreover, we suggest that this proposed section is both ambiguous and unnecessary, given that if a landlord has a unilateral right to cancel there is no reason to have executed a purchase and sale agreement. Should a landlord desire to "lock in" material terms of a potential agreement with a third-party buyer, then there are other methods to accomplish this consistent with the spirit and purpose of the Act, such as a letter of intent. Conversely, proposed Section 8.3 appears to suggest that a sale and purchase contract with a unilateral termination provision is **not** an intent to accept a purchase offer, which we contend would appear to be contrary to legislative intent. We believe the Legislature did not intend to allow a landlord to execute **any** purchase and sale agreement – regardless of contractual terms -- before affording homeowners a notice and opportunity to purchase right, and this proposed rule appears to us to be inconsistent with that intent.

Second, the County respectfully recommends that DOLA not limit expressions of intent for purposes of CRS § 38-12-217(2)(a)(II) to intent to sign a purchase and sale agreement, as is proposed in draft Section 8.2. There are other indicia of intent, such as execution of a letter of intent, that we assert would qualify as the intent contemplated by the Legislature in Section 38-12-217(2)(a)(II). Artificially constraining evidence of intent that would trigger the notice and opportunity to purchase provisions is, to us, contrary to the spirit and purpose of, if not the plain language of, the Act.

Third, we suggest the following additional section:

8. __. After the creation of a new independent, ninety-day opportunity to purchase for home owners or their assignees under C.R.S. § 38-12-217(9) ("New Triggering Event"), and where the New Triggering Event involves a sale under CRS § 38-12-217(3), the notice associated with the New Triggering Event shall include a description of the property to be purchased and the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or the price or terms and conditions for which the landlord intends to sell the park.

We respectfully submit that such an additional rule clarifies that homeowners should be afforded a full and fair opportunity to exercise their opportunity to purchase a park under CRS § 38-12-217(4), as well as a landlord's obligations under CRS § 38-12-217(10). The proposed change above contemplates the situation where a landlord lists a park for sale, but during the initial 90-day purchase opportunity period receives an offer to purchase from a third party that the landlord intends to accept, thus triggering a new 90-day period. In order for the homeowners to fully avail themselves of the new 90-day period, they necessarily must know the price, terms and conditions of the offer that the landlord is intending to accept in order to tender a meaningful and competitive dueling offer in the form of a proposed purchase and sale agreement under CRS § 38-12-217(4)(a)(I). Although this is arguably already required by the Mobile Home Park Act, we suggest that this additional regulation would clarify legislative intent to afford homeowners a full, fair and informed opportunity to compete against an offer "on the table" of a particular landlord intending to sell a park, and to avoid the situation where a landlord unfairly withholds from homeowners material terms of a third-party offer that homeowners desire to match or exceed in order to exercise their opportunity to purchase their park.

Gunnison County again appreciates the opportunity to provide the foregoing comments.

Regards,

Matthew R. Hoyt

Gunnison County Attorney
200 East Virginia Avenue
Gunnison, Colorado 81230
mhoyt@gunnisoncounty.org

DEPARTMENT OF LOCAL AFFAIRS

Division of Housing

8 CCR 1302-15

Mobile Home Park Act Dispute Resolution & Enforcement Program

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

AUTHORITY

Pursuant to section 38-12-1104(2)(j), C.R.S.

SCOPE AND PURPOSE

To implement and clarify the Mobile Home Park Act, Title 38, Article 12, Part 2 of the Colorado Revised Statutes (C.R.S.), and the Mobile Home Park Act Dispute Resolution And Enforcement Program, Title 38, Article 12, Part 11, C.R.S., pursuant to statutory authority and changes made through House Bill 19-1309 Creating the Mobile Home Park Act Dispute Resolution and Enforcement Program (effective May 23, 2019), HB20-1196 Mobile Home Park Act Updates (effective June 30, 2020), and HB20-1201 Mobile Home Park Residents Opportunity to Purchase (effective June 30, 2020).

RULE 1. DEFINITIONS

In addition to the definitions provided in sections 38-12-201.5 and 38-12-1103, C.R.S., the following definitions apply to enforcement of the Act (Part 2 of Article 12 of Title 38) and the Program (Part 11 of Article 12 of Title 38):

- 1.1 "Mobile home" as defined in section 38-12-201.5(5), C.R.S., includes a factory-built residential structure (modular home) if it is situated in a mobile home park and has all of the characteristics of a "mobile home" described in section 38-12-201.5(5)(a), C.R.S. (including being built on a permanent chassis); any pre-1976 mobile home; and any manufactured home constructed to the federal standards on or after June 15, 1976.
- 1.2 "Mobile home park" as defined in section 38-12-201.5(6), C.R.S., does not include a park that:
 - A. Rents lots to camper coaches, camper trailers, fifth wheel trailers, motor homes, recreational park trailers, recreational vehicles, travel trailers, or truck campers, unless it also rents space to five (5) or more occupied "mobile homes" as defined in section 38-12-201.5(5), C.R.S., and Rule 1.1 of these rules.
 - B. Is owned by a government entity, federally recognized tax-exempt charitable organization registered with the Colorado Secretary of State, or a Community Land Trust, provided that the park is not operated for the pecuniary benefit of the owner of the parcel of land or the owner's agents, lessees, or assignees pursuant to section 38-12-201.5(6), C.R.S.
- 1.3 "Mobile home subdivision" or "manufactured home subdivision" as used in section 38-12-201.5(6), C.R.S., means any parcel of land that is divided into two or more parcels, separate interests, or interests in common, where each parcel or interest is owned by separate owners who own both the mobile home and the land underneath the mobile home, except when the same owner owns two or more subdivided parcels or interests that are collectively used for the

continuous accommodation of five (5) or more occupied mobile homes and operated for the pecuniary benefit of the owner of the parcel of land, their agents, lessees, or assignees.

- 1.3.1 Pursuant to section 38-12-201.5(6), C.R.S., “mobile home park” does not include property zoned by a local government for manufactured home subdivisions or mobile home subdivisions.
- 1.4 “New mobile home park or manufactured housing community development” as used in section 38-12-215(1)-(2), C.R.S., and “new park” as used in section 38-12-1106(9), C.R.S., does not include:
- A. The addition of a “mobile home space(s),” as defined in section 38-12-201.5(7), C.R.S., to an existing mobile home park, as defined in section 38-12-201.5(6), C.R.S., and Rule 1.2 of these rules;
 - B. The sale, transfer, or conveyance of an existing mobile home park to a new owner(s); nor
 - C. The merger of two or more existing mobile home parks.
- 1.5 “Occupied mobile homes” as used in sections 38-12-201.5(6) and 38-12-217(4)(c), C.R.S., and Rules 1.2(A), 1.3, and 2.2(H) of these rules means mobile homes for which the management or landlord:
- A. Has a rental agreement with a tenant for the home or lot; or
 - B. Is receiving rent payments for the home or lot from a tenant or a third party.
- 1.6 “Vacant mobile homes” as used in Rule 2.2(I) of these rules means mobile homes for which the management or landlord:
- A. Does not have a rental agreement with a tenant for the home or lot; and
 - B. Is not receiving rent payments for the home or lot from a tenant or a third party.

RULE 2. REGISTRATION REQUIREMENTS

- 2.1 Initial Registration – for new mobile home parks must occur within three (3) months of the availability of five (5) or more mobile home lots for rent within a new park.
- 2.1.1 The “management” or “landlord” as defined in section 38-12-201.5(3), C.R.S., who is designated as the primary contact for the mobile home park must file a registration form including full payment on behalf of the park with the Division.
- 2.2 Required Information – as part of the registration process, a mobile home park must provide the following information in addition to the information required under section 38-12-1106(7), C.R.S.:
- A. The physical address, phone number, and website address (if any) of the mobile home park;
 - B. The type of zoning or zoning district that applies to the mobile home park (if any);
 - C. The business name (if any), business contact name or owner name, mailing address, phone number, and email address (if any) of the owner of the mobile home park;

- D. The business name (if any), business contact name or manager name, mailing address, phone number, and email address (if any) of the management of the mobile home park, if different from the owner of the mobile home park;
 - E. Identify which individual or business – the park owner or management – is designated as the primary contact for the mobile home park;
 - F. The physical address of each mobile home;
 - G. Identify which homes are independently owned by a tenant home owner and which homes are owned by the mobile home park landlord;
 - H. The total number of occupied mobile homes;
 - I. The total number of vacant mobile homes;
 - J. If the park is owned by a business entity, whether that business is owned by another business entity (i.e. a parent company);
 - K. If the park is managed by a business entity, whether that business is owned by another business entity (i.e. a parent company);
 - L. If the business entity that owns the park is owned by another business entity (i.e. a parent company), the business name, first and last name of a contact person, mailing address, phone number, and email address (if any) for the parent company;
 - M. If the business entity that manages the park is owned by another business entity (i.e. a parent company), the business name, first and last name of a contact person, mailing address, phone number, and email address (if any) for the parent company;
 - N. If the park does business under any other name(s), the “Doing Business As (DBA)” name(s) and the Secretary of State Identification Number(s) for that DBA(s) (if any); and
 - O. The signature of the management or landlord designated as the primary contact for the mobile home park.
- 2.3 Complete, Accurate, and Truthful Information Required – Initial registration and registration renewal forms filed pursuant to section 38-12-1106(4), C.R.S., and Rules 2.1, 2.2, and 2.5 of these rules must be complete, accurate, and truthful and include all attachments and supplementation information. The Division may not accept incomplete applications.
- 2.4 Registration Delinquency Fee – Landlords who do not submit complete, accurate, and truthful information on their initial registration or registration renewal forms may be subject to a registration delinquency fee pursuant to section 38-12-1106(9), C.R.S., and Rule 4.2 of these rules.
- 2.5 Expiration Date – will be one year from the first day of the following month after registration approval by Division staff, i.e. February 1, 2021 if approved in January of 2020, and must be renewed by that date if still operating as a mobile home park.
- 2.6 If any of the provided information required in Rules 2.2(A), (C), or (D) of these rules changes between the time of initial registration and renewal, or between registration renewals, the management or landlord is required to notify the Division within thirty (30) calendar days of the change to ensure timely delivery of registration renewal updates.

- 2.7 Fee - Pursuant to section 38-12-1106(8), C.R.S., for the 2021 calendar year, \$24.00 must be paid by the mobile home park for each mobile home independently owned by a tenant home owner on rented land within the park.
- 2.7.1 Pursuant to section 38-12-1106(8), C.R.S., the management or landlord may charge a home owner not more than half of the registration fee annually. If the management or landlord attempts to recoup up to 50 percent of this fee from the home owner, the management or landlord must:
- A. Notify the home owner in writing at least 60 calendar days before the management or landlord expects the home owner to pay the additional fee, or a longer time period if required by the home owner's lease; and
 - B. Do so in a clear and consistent manner within one (1) year of paying the registration fee to the Division.

RULE 3. DISPUTE RESOLUTION AND ENFORCEMENT

- 3.1 If a complaint is filed in writing pursuant to section 38-12-1105(1), C.R.S., it must be transmitted to the Division on a Division-approved form.
- 3.2 A home owner acting in the capacity of a "complainant" as defined in section 38-12-1103(2), C.R.S., may file a complaint on behalf of their tenant if they are leasing their mobile home and the renter has experienced and communicated an alleged violation of the Act or Program to the home owner, provided that the home owner has made it clear in the complaint that it is being filed in a representative capacity.
- 3.3 Before imposing a penalty under section 38-12-1105(13), C.R.S., and Rule 4.4 of these rules, the Division will give the management or landlord an opportunity to rebut a presumption of retaliation with sufficient evidence of a nonretaliatory purpose pursuant to section 38-12-212.5(4), C.R.S.
- 3.3.1 As used in section 38-12-212.5(4), C.R.S. and Rule 3.3 of these rules, "sufficient evidence" means a preponderance of the evidence.
- 3.3.2 The Division will consider as sufficient evidence of a nonretaliatory purpose, when provided by the management or landlord in response to a retaliation complaint, evidence including, but not limited:
- A. In response to an allegation of retaliatory action pursuant to section 38-12-201.5(12)(i), C.R.S., evidence that the management is asking all tenants on a particular rental agreement to update a specific section(s) of their existing rental agreement, to bring that section(s) of the rental agreement into compliance with federal, state, or local law;
 - B. In response to an allegation of retaliatory action pursuant to section 38-12-201.5(12)(k), C.R.S., evidence that:
 - i. The management or landlord reported, to an appropriate government agency, home owner conduct on park premises that materially harmed or threatened real or personal property or the health, safety, or welfare of one or more individuals or animals, including pet animals; or
 - ii. The information reported to a government agency was, to the management or landlord's knowledge, truthful and relevant to an ongoing investigation by that federal, state, or local government agency.

- 3.4 A landlord found to be in violation of the Act or Program shall not pass on the costs of any remedial action(s), including penalties, fines, or fees, required by the Division or an Administrative Law Judge in a Final Agency Order to any home owner.
- 3.4.1 The costs of remedial action(s) include, but are not limited to, attorney fees, witness fees, and other legal fees and costs incurred by a landlord related to a complaint filed pursuant to section 38-12-1105(1), C.R.S., or an investigation by the Division of an alleged violation of the Program (Title 38, Article 12, Part 11, C.R.S.). A landlord shall not pass on such costs to a home owner, notwithstanding any language to the contrary in a rental agreement.
- 3.5 The following deadlines are in calendar days:
- A. Respond to a subpoena within fourteen (14) days pursuant to section 38-12-1105(3)(a), C.R.S.
- B. Comply with the requirements of a Notice of Violation within seven (7) days of it becoming a Final Agency Order pursuant to section 38-12-1105(5), C.R.S.
- C. A landlord must notify the Division within thirty (30) days of a change in the ownership of the mobile home park pursuant to section 38-12-1106(5), C.R.S.
- 3.6 Pursuant to section 24-72-204(2)(a)(IX), C.R.S., any records of ongoing administrative investigations conducted by the Division of Housing in furtherance of its statutory authority to protect the public health, welfare, or safety are not subject to a request filed under the Colorado Open Records Act (CORA) during the pendency of the investigation and dispute resolution process.
- 3.7 Pursuant to section 38-12-1105(1), C.R.S., two or more home owners may file a complaint against the management or landlord of their mobile home park with the Division alleging similar or related violations of the Act or Program. The management or landlord of a mobile home park may also file a complaint against two or more home owners in the same park with the Division alleging similar or related violations of the Act or Program.
- 3.8 When filing a complaint with the Division under section 38-12-1105(1), C.R.S., aggrieved parties are not required to allege what specific statutory section(s) of the Act or Program have been violated. The Division will apply the appropriate reference(s) to statute or rule upon review of the information provided in the complaint form and any additional information provided to the Division in connection with the complaint.
- 3.9 Pursuant to section 38-12-214(3)(a), C.R.S., when a home owner files a complaint with the Division within sixty (60) days after receiving a written notice of the management's intent to add or amend any written rule or regulation, alleging that a new or amended park rule or regulation will increase a cost to the home owner in an amount that equals or exceeds ten percent of the home owner's monthly rent obligation:
- 3.9.1 The Division will notify the management of the complaint and the specific rule(s), regulation(s), or amendment(s) being challenged in the complaint.
- 3.9.2 The management shall not engage in any action to enforce the challenged rule(s), regulation(s), or amendment(s) against any resident – whether in the same park or in another park subject to the same rule, regulation, or amendment – unless and until the parties to the complaint reach an agreement or the dispute resolution process concludes as described in section 38-12-214(3)(a), C.R.S.

- 3.9.3 Once the management receives notice from the Division of a complaint described in Rule 3.9 of these rules, the management shall notify all affected residents in writing within fourteen (14) calendar days that the management will not enforce the challenged rule(s), regulation(s), or amendment(s) until further notice.
- 3.9.4 Unless otherwise prohibited by law, the management may enforce the other new or amended rules or regulations against residents that are not the subject of any complaint(s) described in Rule 3.9 of these rules, after the sixty (60) day written notice period expires.

RULE 4. PENALTIES

- 4.1 The Division will apply the following criteria when assessing a registration delinquency fee pursuant to section 38-12-1106(9), C.R.S., and Rule 4.2 of these rules, a penalty for failure to appropriately post, maintain, or provide copies of the required Home Owner Notice pursuant to section 38-12-1104(2)(d), C.R.S., and Rule 4.3 of these rules, or a penalty for taking any “retaliatory action(s)” against a home owner pursuant to section 38-12-1105(13), C.R.S., and Rule 4.4 of these rules:
 - A. The severity of the violation;
 - B. The type of violation;
 - C. The duration of the violation;
 - D. Whether the person or entity committed repeated violations;
 - E. Whether the person or entity submitted complete, accurate, and truthful information to the Division; and
 - F. Any other mitigating or aggravating circumstances, including the impact on others, cooperation with the investigation process, and the sufficiency of the penalty to deter future violations.
- 4.2 The Division will scale any registration delinquency fees assessed under section 38-12-1106(9), C.R.S., as follows:
 - A. First offense, may be fined up to \$3,000.
 - B. Second offense, may be fined up to \$4,000.
 - C. Third or subsequent offense, may be fined up to \$5,000.
- 4.3 The Division will scale any penalties assessed under section 38-12-1104(2)(d), C.R.S., for failing to appropriately post, maintain, or provide copies of the required Home Owner Notice described in section 38-12-1104(2)(a), C.R.S., in the time frame, manner, and locations provided in section 38-12-1104(2)(c), C.R.S., and Rule 5 of these rules, as follows:
 - A. First offense, may be fined up to \$3,000.
 - B. Second offense, may be fined up to \$4,000.
 - C. Third or subsequent offense, may be fined up to \$5,000.

- 4.4 The Division will scale any penalties assessed under section 38-12-1105(13), C.R.S., for taking any “retaliatory action(s)” against a home owner, as defined in section 38-12-201.5(12), C.R.S., and further clarified in section 38-12-212.5, C.R.S., and Rule 3.3 of these rules, as follows:
- A. First offense, may be fined up to \$5,000.
 - B. Second offense, may be fined up to \$7,500.
 - C. Third or subsequent offense, may be fined up to \$10,000.
- 4.5 The Division will scale any penalties assessed under section 38-12-1105(5), C.R.S., for failing to comply with the requirements of a Notice of Violation as follows:
- A. First offense, may be fined up to \$3,000, per violation per day.
 - B. Second offense, may be fined up to \$4,000, per violation per day.
 - C. Third or subsequent offense, may be fined up to \$5,000, per violation per day.

RULE 5. HOME OWNER NOTICE REQUIREMENTS

- 5.1 Pursuant to section 38-12-1104(2)(c), C.R.S., the management or landlord must post and maintain the Home Owner Notice described in section 38-12-1104(2)(a), C.R.S., in a clearly visible and accessible location in every common area of the mobile home park, including every community hall, recreation hall, and clubhouse. The management or landlord must post this Home Owner Notice in a form authorized by the Division within seven (7) calendar days of receiving the Home Owner Notice from the Division.
- 5.1.1 If there is no community hall, recreation hall, or clubhouse in the mobile home park, the management or landlord must post and maintain the Home Owner Notice, in a clearly visible and accessible location, at every location of another type of physical common area in the park. The types of common areas where the management or landlord may post and maintain the Home Owner Notice include, but are not limited to:
- A. Rent payment drop boxes;
 - B. Resident mailboxes;
 - C. Management offices;
 - D. Park entrances; or
 - E. Dumpsters provided for use by residents.
- 5.1.2 If there are no physical common areas in the park the same as or similar to those described in Rule 5.1 and 5.1.1 of these rules, the management or landlord may post and maintain the Home Owner Notice on the mobile home park’s online rent payment portal or other website intended for use by residents.
- 5.1.3 In addition to complying with Rules 5.1, 5.1.1, and 5.1.2, the management or landlord must provide the Home Owner Notice in an accessible format for any home owner with disabilities (e.g. Braille or audio recording) upon request. These formats are available to the management or landlord from the Division by request.

- 5.2 In addition to complying with Rules 5.1 and 5.3 of these rules, the management or landlord must provide a copy of the required Home Owner Notice to each individual home owner within seven (7) calendar days of receiving the Home Owner Notice from the Division and on an annual basis, by posting it on the door of every home owner's mobile home or mailing it to each home owner at either the address provided in the rental agreement or the most recent mailing address of the home owner on file with the management or landlord.
- 5.2.1 As an alternative to Rule 5.2, the management or landlord may email a copy of the Home Owner Notice to a home owner(s) only if the home owner has an email address on file with the management or landlord, and the management or landlord regularly uses that email address for other communications with the home owner, like rent payment or maintenance notices.
- 5.3 In addition to complying with Rules 5.1 and 5.2 of these rules, the management or landlord must also provide a copy of the required Home Owner Notice with each new lease executed with a home owner.
- 5.4 In mobile home parks where the landlord owns all of the mobile homes and there are no independent mobile home owners with rights and responsibilities under the Act (Part 2 of Article 12 of Title 38) or Program (Part 11 of Article 12 of Title 38), the management or landlord is not required to post, maintain, or provide a copy of the Home Owner Notice pursuant to section 38-12-1104(2)(a), C.R.S., and Rules 5.1 to 5.3 of these rules.
- 5.4.1 However, once a mobile home park has one or more independently-owned mobile homes, the management or landlord is no longer exempt from the Home Owner Notice requirements under section 38-12-1104(2)(a), C.R.S., and Rules 5.1 to 5.3 of these rules, and must post and provide a copy of the required Home Owner Notice to each individual home owner within seven (7) calendar days of the change in ownership of the mobile home(s) in compliance with Rules 5.1 to 5.3 of these rules.

RULE 6. MANAGEMENT, LANDLORD, AND HOME OWNER RESPONSIBILITIES

- 6.1 Notwithstanding the landlord's responsibility to maintain trees on the premises under section 38-12-212.3(2)(b)(IV), C.R.S., a home owner may agree in their rental agreement to take on the responsibility for simple trimming that does not affect the safety of park residents or their property of trees located on the lot they are renting from the park, so long as the home owner was not required to assume this responsibility as a condition of tenancy in the mobile home park in violation of section 38-12-212.3(3), C.R.S.
- 6.2 Fences located on the "premises" as defined in section 38-12-201.5(8), C.R.S., are presumed to be the responsibility of the landlord pursuant to sections 38-12-212.3(2)(b), C.R.S., unless:
- A. The home owner built the fence;
 - B. The current home owner bought the fence from the previous home owner; or
 - C. The home owner agreed in their rental agreement to take on the responsibility for maintaining and repairing the fence and paying the cost thereof in their rental agreement, so long as the home owner was not required to assume this responsibility as a condition of tenancy in the mobile home park in violation of section 38-12-212.3(3), C.R.S.
- 6.3 Location and dimensions of the "mobile home space," as defined in section 38-12-201.5(7), C.R.S. –

- 6.3.1 In any new rental agreement, to satisfy the requirement under section 38-12-213(1), C.R.S., that the terms and conditions of a tenancy must be adequately disclosed in writing, the management must disclose in the rental agreement:
- A. The location of the mobile home space that is subject to the tenancy, as designated by management in relation to the other spaces in the park (i.e. lot number); and
 - B. The dimensions of the mobile home space that is subject to the tenancy, including without limitation, by reference to square footage or GPS coordinates.
- 6.3.2 For any existing rental agreement, the management must disclose the location and dimensions of the mobile home space to the tenant in writing within sixty (60) calendar days of the effective date of this Rule 6.3.2, if:
- A. The current management or landlord removed or required the removal of a fence(s) along the boundary of the mobile home space that is subject to the tenancy; and
 - B. The existing rental agreement does not include an adequate disclosure, as described in Rules 6.3.1(A)-(B) of these rules, of the location and dimensions of the mobile home space that is subject to the tenancy.
- 6.3.3 Unless otherwise required by law, the management or landlord cannot change the location or dimensions of the mobile home space during the tenancy without the home owner's prior written consent.
- 6.4 If the owner of a mobile home located in a mobile home park notifies the management or landlord of the park that the owner intends to sell their home, and the management or landlord seeks to require compliance with park rules and regulations at the time of sale or transfer of a mobile home to a new owner pursuant to section 38-12-214(2), C.R.S., the management shall provide the seller of the mobile home a written list of the item(s) the management is requiring the seller to correct at the time of sale or transfer to a new owner. The written list shall include:
- A. Any and all items the management knows, or reasonability should have known, the seller would be required to correct at the time of sale or transfer of the mobile home;
 - B. A detailed description of each item; and
 - C. A citation to the specific park rule or regulation that applies to each item on the list.
- 6.5 If the management intends to enter a mobile home space to ensure compliance with applicable codes, statutes, ordinances, and administrative rules; the rental agreement; or the rules and regulations of the park pursuant to section 38-12-222(2), C.R.S., the management shall make a reasonable effort to notify the home owner of the alleged noncompliance issue(s) the management is seeking to address at least forty-eight (48) hours before entry.
- 6.6 If the management charges a home owner for the cost of ensuring compliance with applicable codes, statutes, ordinances, and administrative rules; the rental agreement; or the rules and regulations of the park, the charge must:
- A. Be adequately disclosed in writing in the rental agreement pursuant to section 38-12-213(1)(f), C.R.S.; and

- B. Not be a prohibited “entry fee,” as defined in section 28-12-201.5(1), C.R.S., and prohibited by section 38-12-209(1), C.R.S.

RULE 7. WATER USAGE, BILLING, AND LEAKS

- 7.1 The requirements in sections 38-12-212.4(1)-(6), C.R.S., apply to any type of water usage, including sewer and storm water usage and billing.
- 7.2 The management or landlord may change the method of utility billing by providing sixty (60) calendar days’ written notice to the home owners, provided that the new method of billing is equitable and is not in violation of the home owner’s rental agreement established pursuant to section 38-12-213, C.R.S.
- 7.3 In cases where the management purchases water from a provider and charges home owners for water usage in the park, but the management does not get the master meter charge(s) from the provider until after the management calculates each home owners monthly water bill, the management may provide the following information to each home owner to meet the billing disclosure requirements under section 38-12-212.4(2), C.R.S.:
 - A. The amount owed by the home owner for the current month;
 - B. The total amount owed by all the residents in the mobile home park for the current month;
 - C. The total amount paid by the management to the provider for the previous month;
 - D. The amount owed by the home owner for the previous month; and
 - E. The total amount owed by all the residents in the mobile home park for the previous month.

RULE 8. PARK CHANGE OF USE, SALES, OR CLOSURES AND HOME OWNER OPPORTUNITY TO PURCHASE

- 8.1 For purposes of section 38-12-217(2)(a)(I), C.R.S., the landlord lists the park for sale when the owner of the mobile home park or their agent, employee, broker, or representative authorized to act on the owner’s behalf offers the property for sale.
- 8.2 For purposes of section 38-12-217(2)(a)(II), C.R.S., the landlord intends to make a final, unconditional acceptance of an offer for the sale or transfer of the park when the landlord intends to sign a contract for the sale and purchase of the mobile home park with a prospective buyer.
- 8.3 Pursuant to section 38-12-217(10), C.R.S., a landlord may only sign a contract for the sale and purchase of the mobile home park with a prospective buyer before the landlord has considered an offer made by a group or association of home owners or their assignees pursuant to sections 38-12-217(4)-(5), C.R.S., or the applicable period for exercise of the opportunity to purchase has expired pursuant to section 38-12-217(6), C.R.S., if the landlord has the explicit right to unilaterally cancel the contract with the prospective buyer.
- 8.4 In determining whether the sale, transfer, or conveyance of a mobile home park qualifies for an exemption under section 38-12-217(12), C.R.S., the Division will consider factors including, but not limited to, the following to evaluate whether a transaction was made in “bad faith” pursuant to section 38-12-217(13), C.R.S.:
 - A. Whether the business entity the property is being sold, transferred, or conveyed to was created less than six (6) months before the transaction; and

- B. Whether the transferring business entity sold, transferred, or conveyed its interest in the business entity the property was sold, transferred, or conveyed to less than six (6) months after the transaction.

Adopted on November 8, 2019, to implement House Bill 19-1309 effective December 30, 2019.

The following changes were adopted on March 11, 2020 and are effective April 30, 2020:

- Created: Rules 1.3, 2.5.1(A)-(B), 3.3.2, 3.7, 3.8, 5.1.1- 5.1.2, 5.2.1, 5.4, 6.2
- Amended: Rules 1.4(I)-(J), 2.1, 2.2, 2.5.1, 3.2, 3.3, 3.3.1, 3.3.3, 4, 4.1-4.4 (restated statute), 5.1, 5.2, 5.3, 6.1
- Renumbered: Rules 1.4, 2.1- 2.5, 3.6, 5.1.3, 6.1
- Deleted: Rules 2.1 (restated statute)

DEPARTMENT OF LOCAL AFFAIRS

Division of Housing

8 CCR 1302-15

Mobile Home Park Act Dispute Resolution & Enforcement Program

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

AUTHORITY

Pursuant to section 38-12-1104(2)(j), C.R.S.

SCOPE AND PURPOSE

To implement and clarify the Mobile Home Park Act, Title 38, Article 12, Part 2 of the Colorado Revised Statutes (C.R.S.), and the Mobile Home Park Act Dispute Resolution And Enforcement Program, Title 38, Article 12, Part 11, C.R.S., pursuant to statutory authority and changes made through House Bill 19-1309 Creating the Mobile Home Park Act Dispute Resolution and Enforcement Program (effective May 23, 2019), HB20-1196 Mobile Home Park Act Updates (effective June 30, 2020), and HB20-1201 Mobile Home Park Residents Opportunity to Purchase (effective June 30, 2020).

RULE 1. DEFINITIONS

In addition to the definitions provided in sections 38-12-201.5 and 38-12-1103, C.R.S., the following definitions apply to enforcement of the Act (Part 2 of Article 12 of Title 38) and the Program (Part 11 of Article 12 of Title 38):

- 1.1 "Mobile home" as defined ~~pursuant to~~ section 38-12-201.5(~~52~~), C.R.S., includes a factory-built residential structure (modular home) if it is situated in a mobile home park and has all of the characteristics of a "mobile home" described in section 38-12-201.5(5)(a), C.R.S. (including being built on a permanent chassis); any pre-1976 mobile home; and any manufactured home constructed to the federal standards on or after June 15, 1976, ~~or any combination of the three.~~
- 1.2 "Mobile home park" as defined ~~pursuant to~~ section 38-12-201.5(~~36~~), C.R.S., does not include a park that:
 - A. ~~R~~ents lots to camper coaches, camper trailers, fifth wheel trailers, motor homes, recreational park trailers, recreational vehicles, travel trailers, or truck campers, unless it also rents space to five (5) or more occupied "mobile homes" as defined ~~by~~ in section 38-12-201.5(~~25~~), C.R.S., and Rule 1.1 of these rules.
 - B. Is owned by a government entity, federally recognized tax-exempt charitable organization registered with the Colorado Secretary of State, or a Community Land Trust, provided that the park is not operated for the pecuniary benefit of the owner of the parcel of land or the owner's agents, lessees, or assignees pursuant to section 38-12-201.5(6), C.R.S.
- 1.3 "Mobile home subdivision" or "manufactured home subdivision" as used in section 38-12-201.5(~~36~~), C.R.S., means any parcel of land that is divided into two or more parcels, separate interests, or interests in common, where each parcel or interest is owned by separate owners who own both the mobile home and the land underneath the mobile home, except when the same

owner owns two or more subdivided parcels or interests that are collectively used for the continuous accommodation of five (5) or more occupied mobile homes and operated for the pecuniary benefit of the owner of the parcel of land, their agents, lessees, or assignees.

1.3.1 Pursuant to section 38-12-201.5(36), C.R.S., “mobile home park” does not include property zoned by a local government for manufactured home subdivisions or mobile home subdivisions.

~~1.2 “Retaliatory action(s)” as used in section 38-12-1105(13), C.R.S., means threats, acts of harassment, or acts of harm or injury that may include, but are not limited to the following:~~

- ~~A. Increasing rent or decreasing services in a selective, unequal, or non-uniform way;~~
- ~~B. Issuing mandatory fees in a selective, unequal, or non-uniform way;~~
- ~~C. Issuing warnings/citations/fines that are not justified;~~
- ~~D. Serving notices or threatening eviction when not justified;~~
- ~~E. Billing for something not previously billed in a selective, unequal, or non-uniform way;~~
- ~~F. Creating or modifying rules/requirements that are not reasonably related to legitimate purposes;~~
- ~~G. Selectively enforcing rules/requirements;~~
- ~~H. Conducting management visits that are unjustified;~~
- ~~I. Conducting surveillance targeted at a complainant that is unjustified; or~~
- ~~J. Reporting or publicizing damaging information about a complainant that is not germane toward determining park rule violations or violations of the Act or Program, or necessary to protect the health and safety of the mobile home park’s landlord(s), home owners, or other residents.~~

~~1.4 “New mobile home park or manufactured housing community development” as used in section 38-12-215(1)-(2), C.R.S., and “new park” as used in section 38-12-1106(9), C.R.S., does not include:~~

- ~~A. The addition of a “mobile home space(s),” as defined in section 38-12-201.5(7), C.R.S., to an existing mobile home park, as defined in section 38-12-201.5(6), C.R.S., and Rule 1.2 of these rules;~~
- ~~B. The sale, transfer, or conveyance of an existing mobile home park to a new owner(s); nor~~
- ~~C. The merger of two or more existing mobile home parks.~~

~~1.5 “Occupied mobile homes” as used in sections 38-12-201.5(6) and 38-12-217(4)(c), C.R.S., and Rules 1.2(A), 1.3, and 2.2(H) of these rules means mobile homes for which the management or landlord:~~

- ~~A. Has a rental agreement with a tenant for the home or lot; or~~
- ~~B. Is receiving rent payments for the home or lot from a tenant or a third party.~~

1.6 “Vacant mobile homes” as used in Rule 2.2(I) of these rules means mobile homes for which the management or landlord:

A. Does not have a rental agreement with a tenant for the home or lot; and

B. Is not receiving rent payments for the home or lot from a tenant or a third party.

RULE 2. REGISTRATION REQUIREMENTS

2.1 Initial Registration – for new mobile home parks must occur within three (3) months of the availability of five (5) or more mobile home lots for rent within a new park.

2.1.1 ~~The “management” or~~ A “landlord” as defined ~~pursuant to~~ section 38-12-201.5(4-53), C.R.S., ~~and~~ who is designated as the primary contact for the mobile home park must file a registration form including full payment on behalf of the park with the Division.

2.2 Required Information – as part of the registration process, a mobile home park must provide the following information in addition to the information required under section 38-12-1106(7), C.R.S.:

~~A. The mailing address, phone number, and email address (if available) of the landlord designated as the primary contact for the mobile home park;~~

~~B. The physical address, phone number, and website address (if available) of the mobile home park;~~

~~B. The type of zoning or zoning district that applies to the mobile home park (if any);~~

~~C. The business name (if any), business contact name or owner name, mailing address, phone number, and email address (if any) of the owner of the mobile home park;~~

~~D. The business name (if any), business contact name or manager name, mailing address, phone number, and email address (if any) of the management of the mobile home park, if different from the owner of the mobile home park;~~

~~E. Identify which individual or business – the park owner or management – is designated as the primary contact for the mobile home park;~~

~~F. The physical address of each mobile home;~~

~~DG. Identify which homes are independently owned by a tenant home owner and which homes are versus any owned by the mobile home park landlord;~~

~~EH. The total number of occupied mobile homes; and~~

~~FJ. The total number of vacant mobile homes;~~

~~J. If the park is owned by a business entity, whether that business is owned by another business entity (i.e. a parent company);-~~

~~K. If the park is managed by a business entity, whether that business is owned by another business entity (i.e. a parent company);~~

- L. If the business entity that owns the park is owned by another business entity (i.e. a parent company), the business name, first and last name of a contact person, mailing address, phone number, and email address (if any) for the parent company;
 - M. If the business entity that manages the park is owned by another business entity (i.e. a parent company), the business name, first and last name of a contact person, mailing address, phone number, and email address (if any) for the parent company;
 - N. If the park does business under any other name(s), the "Doing Business As (DBA)" name(s) and the Secretary of State Identification Number(s) for that DBA(s) (if any); and
 - O. The signature of the management or landlord designated as the primary contact for the mobile home park.
- 2.3 Complete, Accurate, and Truthful Information Required – Initial registration and registration renewal forms filed pursuant to section 38-12-1106(4), C.R.S., and Rules 2.1, 2.2, and 2.5 of these rules must be complete, accurate, and truthful and include all attachments and supplementation information. The Division may not accept incomplete applications.
- 2.4 Registration Delinquency Fee – Landlords who do not submit complete, accurate, and truthful information on their initial registration or registration renewal forms may be subject to a registration delinquency fee pursuant to section 38-12-1106(9), C.R.S., and Rule 4.2 of these rules.
- 2.5 Expiration Date – will be one year from the first day of the following month after registration approval by Division staff, i.e. February 1, 2021 if approved in January of 2020, and must be renewed by that date if still operating as a mobile home park.
- 2.64 If any of the provided information required in Rules 2.2(A), ~~(C), or and Rule 2.2(DB)~~ of these rules changes between the time of initial registration and renewal, or between registration renewals, the management or landlord is required to notify the Division within thirty (30) calendar days of the change to ensure timely delivery of registration renewal updates.
- 2.75 Fee - Pursuant to section 38-12-1106(8), C.R.S., for the 2021 calendar year, \$24.00 must be paid by the mobile home park for each mobile home independently owned by a tenant home owner on rented land within the park.
- 2.75.1 Pursuant to section 38-12-1106(8), C.R.S., ~~a~~the management or landlord may charge a home owner not more than half of the registration fee annually. If the management or landlord attempts to recoup up to 50 percent% of this fee from the home owner, the management or landlord must:
- A. Notify the home owner in writing at least 60 calendar days before the management or landlord expects the home owner to pay the additional fee, or a longer time period if required by the home owner's lease; and
 - B. Do so in a clear and consistent manner within one (1) year of paying the registration fee to the Division.

RULE 3. DISPUTE RESOLUTION AND ENFORCEMENT

- 3.1 If a complaint is filed in writing pursuant to section 38-12-1105(1), C.R.S., it must be transmitted to the Division on a Division-approved form~~-or containing substantially the same information as is found on the Division form.~~

3.2 A home owner acting in the capacity of a “complainant” as defined in section 38-12-1103(2), C.R.S., may file a complaint on behalf of their tenant if they are leasing their mobile home and the renter has experienced and communicated an alleged violation of the Act or Program to the home owner, provided that the home owner has made it clear in the complaint that it is being filed in a representative capacity.

~~3.3 A landlord's actions will be presumed retaliatory if the mobile home park takes an action, including, but not limited to, the ones listed in Rule 1.4 of these rules, and takes such action between the time the home owner expresses an intention to the landlord to file a complaint with the Division or files a complaint against the landlord with the Division, up until six (6) months after the Division has closed the complaint.~~

~~3.3.1~~ Before imposing a penalty under section 38-12-1105(13), C.R.S., and Rule 4.4 of these rules, the Division will give the management or landlord an opportunity to rebut ~~the a~~ presumption of retaliation with sufficient evidence of a non-retaliatory purpose pursuant to section 38-12-212.5(4), C.R.S.

3.3.12 As used in section 38-12-212.5(4), C.R.S. and Rule 3.3.1 of these rules, “sufficient evidence” means a preponderance of the evidence.

~~3.3.23~~ The presumption of retaliation under Rule 3.3 of these rules will not apply to cases where the landlord addresses nonpayment of rent pursuant to section 38-12-204, C.R.S. The Division will consider as sufficient evidence of a nonretaliatory purpose, when provided by the management or landlord in response to a retaliation complaint, evidence including, but not limited:

A. In response to an allegation of retaliatory action pursuant to section 38-12-201.5(12)(i), C.R.S., evidence that the management is asking all tenants on a particular rental agreement to update a specific section(s) of their existing rental agreement, to bring that section(s) of the rental agreement into compliance with federal, state, or local law;

B. In response to an allegation of retaliatory action pursuant to section 38-12-201.5(12)(k), C.R.S., evidence that:

i. The management or landlord reported, to an appropriate government agency, home owner conduct on park premises that materially harmed or threatened real or personal property or the health, safety, or welfare of one or more individuals or animals, including pet animals; or

ii. The information reported to a government agency was, to the management or landlord's knowledge, truthful and relevant to an ongoing investigation by that federal, state, or local government agency.

3.4 A landlord found to be in violation of the Act or Program ~~cannot shall not~~ pass on the costs of any remedial action(s), including penalties, fines, or fees, required by the Division or an Administrative Law Judge in a Final Agency Order to any home owner.

3.4.1 The costs of remedial action(s) include, but are not limited to, attorney fees, witness fees, and other legal fees and costs incurred by a landlord related to a complaint filed pursuant to section 38-12-1105(1), C.R.S., or an investigation by the Division of an alleged violation of the Program (Title 38, Article 12, Part 11, C.R.S.). A landlord shall not pass on such costs to a home owner, notwithstanding any language to the contrary in a rental agreement.

- 3.5 The following deadlines are in calendar days:
- A. Respond to a subpoena within fourteen (14) days pursuant to section 38-12-1105(3)(a), C.R.S.
 - B. Comply with the requirements of a Notice of Violation within seven (7) days of it becoming a Final Agency Order pursuant to section 38-12-1105(5), C.R.S.
 - C. A landlord must notify the Division within thirty (30) days of a change in the ownership of the mobile home park pursuant to section 38-12-1106(5), C.R.S.
- 3.6 Pursuant to section 24-72-204(2)(a)(IX), C.R.S., any records of ongoing administrative investigations conducted by the Division of Housing in furtherance of its statutory authority to protect the public health, welfare, or safety are not subject to a request filed under the Colorado Open Records Act (CORA) during the pendency of the investigation and dispute resolution process.
- 3.7 Pursuant to section 38-12-1105(1), C.R.S., two or more home owners may file a complaint against the management or landlord(s) of their mobile home park with the Division alleging similar or related violations of the Act or Program. The management or A landlord(s) of a mobile home park may also file a complaint against two or more home owners in the same park with the Division alleging similar or related violations of the Act or Program.
- 3.8 When filing a complaint with the Division under section 38-12-1105(1), C.R.S., aggrieved parties are not required to allege what specific statutory section(s) of the Act or Program have been violated. The Division will apply the appropriate reference(s) to statute or rule upon review of the information provided in the complaint form and any additional information provided to the Division in connection with the complaint.
- 3.9 Pursuant to section 38-12-214(3)(a), C.R.S., when a home owner files a complaint with the Division within sixty (60) days after receiving a written notice of the management's intent to add or amend any written rule or regulation, alleging that a new or amended park rule or regulation will increase a cost to the home owner in an amount that equals or exceeds ten percent of the home owner's monthly rent obligation:
- 3.9.1 The Division will notify the management of the complaint and the specific rule(s), regulation(s), or amendment(s) being challenged in the complaint.
- 3.9.2 The management shall not engage in any action to enforce the challenged rule(s), regulation(s), or amendment(s) against any resident – whether in the same park or in another park subject to the same rule, regulation, or amendment – unless and until the parties to the complaint reach an agreement or the dispute resolution process concludes as described in section 38-12-214(3)(a), C.R.S.
- 3.9.3 Once the management receives notice from the Division of a complaint described in Rule 3.9 of these rules, the management shall notify all affected residents in writing within fourteen (14) calendar days that the management will not enforce the challenged rule(s), regulation(s), or amendment(s) until further notice.
- 3.9.4 Unless otherwise prohibited by law, the management may enforce the other new or amended rules or regulations against residents that are not the subject of any complaint(s) described in Rule 3.9 of these rules, after the sixty (60) day written notice period expires.

RULE 4. PENALTIES

4.1 The Division will apply the following criteria when assessing ~~an amount of a monetary penalty authorized by statute for violating either the Act or Programa~~ registration delinquency fee pursuant to section 38-12-1106(9), C.R.S., and Rule 4.2 of these rules, a penalty for failure to appropriately post, maintain, or provide copies of the required Home Owner Notice pursuant to section 38-12-1104(2)(d), C.R.S., and Rule 4.3 of these rules, or a penalty for taking any "retaliatory action(s)" against a home owner pursuant to section 38-12-1105(13), C.R.S., and Rule 4.4 of these rules:

- A. The sSeverity of the violation;
- B. The tType of violation;
- C. The dDuration of the violation;
- D. Whether the person or entity committed repeated violations;
- E. Whether the person or entity submitted complete, accurate, and truthful information to the Division; and
- F. Any other mitigating or aggravating circumstances, including the impact on others, cooperation with the investigation process, and the sufficiency of the penalty to deter future violations.

4.24 The Division will scale any registration delinquency fees assessed under section 38-12-1106(9), C.R.S., as follows:

- A. First offense, may be fined up to \$3,000.
- B. Second offense, may be fined up to \$4,000.
- C. Third or subsequent offense, may be fined up to \$5,000.

4.32 The Division will scale any penalties assessed under section 38-12-1104(2)(d), C.R.S., for failing to appropriately post, maintain, or provide copies of the required Home Owner Notice described in section 38-12-1104(2)(a), C.R.S., in the time frame, manner, and locations provided in section 38-12-1104(2)(c), C.R.S., and Rule 5 of these rules, as follows:

- A. First offense, may be fined up to \$3,000.
- B. Second offense, may be fined up to \$4,000.
- C. Third or subsequent offense, may be fined up to \$5,000.

~~4.3 The Division will scale any penalties assessed under section 38-12-1105(5), C.R.S., for failing to comply with the requirements of a Notice of Violation as follows:~~

- ~~A. First offense, may be fined up to \$3,000, per violation per day.~~
- ~~B. Second offense, may be fined up to \$4,000, per violation per day.~~
- ~~C. Third or subsequent offense, may be fined up to \$5,000, per violation per day.~~

4.4 The Division will scale any penalties assessed under section 38-12-1105(13), C.R.S., for taking any “retaliatory action(s)” against a home owner, as defined in [section 38-12-201.5\(12\), C.R.S., Rule 1.4](#) and further clarified in [section 38-12-212.5, C.R.S., and Rule 3.3](#) of these rules, as follows:

- A. First offense, may be fined up to \$5,000.
- B. Second offense, may be fined up to \$7,500.
- C. Third or subsequent offense, may be fined up to \$10,000.

4.53 The Division will scale any penalties assessed under section 38-12-1105(5), C.R.S., for failing to comply with the requirements of a Notice of Violation as follows:

- A. First offense, may be fined up to \$3,000, per violation per day.
- B. Second offense, may be fined up to \$4,000, per violation per day.
- C. Third or subsequent offense, may be fined up to \$5,000, per violation per day.

RULE 5. HOME OWNER NOTICE REQUIREMENTS

5.1 Pursuant to [section 38-12-1104\(2\)\(c\), C.R.S., a-the management or](#) landlord must post and maintain the Home Owner Notice described in section 38-12-1104(2)(a), C.R.S., in a clearly visible and accessible location in every common area of the mobile home park, including every community hall, recreation hall, and clubhouse. ~~A-The management or~~ landlord must post this Home Owner Notice in a form authorized by the Division within ~~one (1) week~~ seven (7) calendar days of receiving the Home Owner Notice from the Division.

5.1.1 If there is no community hall, recreation hall, or clubhouse in the mobile home park, the [management or](#) landlord must post and maintain the Home Owner Notice, in a clearly visible and accessible location, at every location of another type of physical common area in the park. The types of common areas where ~~a-the management or~~ landlord may post and maintain the Home Owner Notice include, but are not limited to:

- A. Rent payment drop boxes;
- B. Resident mailboxes;
- C. Management offices;
- D. Park entrances; or
- E. Dumpsters provided for use by residents.

5.1.2 If there are no physical common areas in the park the same as or similar to those described in Rule 5.1 and 5.1.1 of these rules, ~~the management ora~~ landlord may post and maintain the Home Owner Notice on the mobile home park’s online rent payment portal or other website intended for use by residents.

5.1.3 In addition to complying with Rules 5.1, 5.1.1, and 5.1.2, ~~a-the management or~~ landlord must provide the Home Owner Notice in an accessible format for any home owner with disabilities (e.g. Braille or audio recording) upon request. These formats are available to the management or landlord from the Division by request.

- 5.2 In addition to complying with Rules 5.1 and 5.3 of these rules, the management or landlord must provide a copy of the required Home Owner Notice to each individual home owner within ~~one (1) week~~ seven (7) calendar days of receiving the Home Owner Notice from the Division and on an annual basis, by posting it on the door of every home owner's mobile home or mailing it to each home owner at either the address provided in the rental agreement or the most recent mailing address of the home owner on file with the management or landlord.
- 5.2.1 As an alternative to Rule 5.2, ~~a~~ the management or landlord may email a copy of the Home Owner Notice to a home owner(s) only if the home owner has an email address on file with the management or landlord, and the management or landlord regularly uses that email address for other communications with the home owner, like rent payment or maintenance notices.
- 5.3 In addition to complying with Rules 5.1 and 5.2 of these rules, the management or landlord must also provide a copy of the required Home Owner Notice with each new lease executed with a home owner.
- 5.4 In mobile home parks where the landlord owns all of the mobile homes and there are no independent mobile home owners with rights and responsibilities under the Act (Part 2 of Article 12 of Title 38) or Program (Part 11 of Article 12 of Title 38), the management or landlord is not required to post, maintain, or provide a copy of the Home Owner Notice pursuant to section 38-12-1104(2)(a), C.R.S., and Rules 5.1 to 5.3 of these rules.
- 5.4.1 However, once a mobile home park has one or more independently-owned mobile homes, the management or landlord is no longer exempt from the Home Owner Notice requirements under section 38-12-1104(2)(a), C.R.S., and Rules 5.1 to 5.3 of these rules, and must post and provide a copy of the required Home Owner Notice to each individual home owner within ~~one (1) week~~ seven (7) calendar days of the change in ownership of the mobile home(s) in compliance with Rules 5.1 to 5.3 of these rules.

RULE 6. MANAGEMENT, LANDLORD, AND HOME OWNER RESPONSIBILITIES

PARK RULES AND REGULATIONS

- 6.1 ~~Notwithstanding the landlord's responsibility to maintain trees on the premises under section 38-12-212.3(2)(b)(IV), C.R.S. Trees located on the "premises" as defined by section 38-12-201.5(5), C.R.S., are presumed to be the responsibility of the landlord if they were not planted by the home owner, including any expense related to the maintenance of them (e.g. removal of dead wood) pursuant to sections 38-12-212.3(1)(a)(III), C.R.S. 6.1.1~~ However, a home owner may agree in their rental agreement to take on the responsibility for ~~any routine maintenance (i.e. simple trimming that does not affect the safety of park residents or their property health or safety)~~ of trees located on the lot they are renting from the park, so long as the home owner was not required to assume this responsibility as a condition of tenancy in the mobile home park in violation of section 38-12-212.3(~~23~~), C.R.S.
- 6.2 Fences located on the "premises" as defined ~~by~~ in section 38-12-201.5(~~85~~), C.R.S., are presumed to be the responsibility of the landlord pursuant to sections 38-12-212.3(~~42~~)(~~ba~~)(~~III~~), C.R.S., unless:
- A. The home owner built the fence;
 - B. The current home owner bought the fence from the previous home owner; or
 - C. The home owner agreed in their rental agreement to take on the responsibility for maintaining and repairing the fence and paying the cost thereof in their rental agreement,

so long as the home owner was not required to assume this responsibility as a condition of tenancy in the mobile home park in violation of section 38-12-212.3(32), C.R.S.

6.3 Location and dimensions of the “mobile home space,” as defined in section 38-12-201.5(7), C.R.S. –

6.3.1 In any new rental agreement, to satisfy the requirement under section 38-12-213(1), C.R.S., that the terms and conditions of a tenancy must be adequately disclosed in writing, the management must disclose in the rental agreement:

A. The location of the mobile home space that is subject to the tenancy, as designated by management in relation to the other spaces in the park (i.e. lot number); and

B. The dimensions of the mobile home space that is subject to the tenancy, including without limitation, by reference to square footage or GPS coordinates.

6.3.2 For any existing rental agreement, the management must disclose the location and dimensions of the mobile home space to the tenant in writing within sixty (60) calendar days of the effective date of this Rule 6.3.2, if:

A. The current management or landlord removed or required the removal of a fence(s) along the boundary of the mobile home space that is subject to the tenancy; and

B. The existing rental agreement does not include an adequate disclosure, as described in Rules 6.3.1(A)-(B) of these rules, of the location and dimensions of the mobile home space that is subject to the tenancy.

6.3.3 Unless otherwise required by law, the management or landlord cannot change the location or dimensions of the mobile home space during the tenancy without the home owner’s prior written consent.

6.4 If the owner of a mobile home located in a mobile home park notifies the management or landlord of the park that the owner intends to sell their home, and the management or landlord seeks to require compliance with park rules and regulations at the time of sale or transfer of a mobile home to a new owner pursuant to section 38-12-214(2), C.R.S., the management shall provide the seller of the mobile home a written list of the item(s) the management is requiring the seller to correct at the time of sale or transfer to a new owner. The written list shall include:

A. Any and all items the management knows, or reasonability should have known, the seller would be required to correct at the time of sale or transfer of the mobile home;

B. A detailed description of each item; and

C. A citation to the specific park rule or regulation that applies to each item on the list.

6.5 If the management intends to enter a mobile home space to ensure compliance with applicable codes, statutes, ordinances, and administrative rules; the rental agreement; or the rules and regulations of the park pursuant to section 38-12-222(2), C.R.S., the management shall make a reasonable effort to notify the home owner of the alleged noncompliance issue(s) the management is seeking to address at least forty-eight (48) hours before entry.

6.6 If the management charges a home owner for the cost of ensuring compliance with applicable codes, statutes, ordinances, and administrative rules; the rental agreement; or the rules and regulations of the park, the charge must:

A. Be adequately disclosed in writing in the rental agreement pursuant to section 38-12-213(1)(f), C.R.S.; and

B. Not be a prohibited "entry fee," as defined in section 28-12-201.5(1), C.R.S., and prohibited by section 38-12-209(1), C.R.S.

RULE 7. WATER USAGE, BILLING, AND LEAKS

7.1 The requirements in sections 38-12-212.4(1)-(6), C.R.S., apply to any type of water usage, including sewer and storm water usage and billing.

7.2 The management or landlord may change the method of utility billing by providing sixty (60) calendar days' written notice to the home owners, provided that the new method of billing is equitable and is not in violation of the home owner's rental agreement established pursuant to section 38-12-213, C.R.S.

7.3 In cases where the management purchases water from a provider and charges home owners for water usage in the park, but the management does not get the master meter charge(s) from the provider until after the management calculates each home owners monthly water bill, the management may provide the following information to each home owner to meet the billing disclosure requirements under section 38-12-212.4(2), C.R.S.:

A. The amount owed by the home owner for the current month;

B. The total amount owed by all the residents in the mobile home park for the current month;

C. The total amount paid by the management to the provider for the previous month;

D. The amount owed by the home owner for the previous month; and

E. The total amount owed by all the residents in the mobile home park for the previous month.

RULE 8. PARK CHANGE OF USE, SALES, OR CLOSURES AND HOME OWNER OPPORTUNITY TO PURCHASE

8.1 For purposes of section 38-12-217(2)(a)(I), C.R.S., the landlord lists the park for sale when the owner of the mobile home park or their agent, employee, broker, or representative authorized to act on the owner's behalf offers the property for sale.

8.2 For purposes of section 38-12-217(2)(a)(II), C.R.S., the landlord intends to make a final, unconditional acceptance of an offer for the sale or transfer of the park when the landlord intends to sign a contract for the sale and purchase of the mobile home park with a prospective buyer.

8.3 Pursuant to section 38-12-217(10), C.R.S., a landlord may only sign a contract for the sale and purchase of the mobile home park with a prospective buyer before the landlord has considered an offer made by a group or association of home owners or their assignees pursuant to sections 38-12-217(4)-(5), C.R.S., or the applicable period for exercise of the opportunity to purchase has expired pursuant to section 38-12-217(6), C.R.S., if the landlord has the explicit right to unilaterally cancel the contract with the prospective buyer.

8.4 In determining whether the sale, transfer, or conveyance of a mobile home park qualifies for an exemption under section 38-12-217(12), C.R.S., the Division will consider factors including, but not limited to, the following to evaluate whether a transaction was made in "bad faith" pursuant to section 38-12-217(13), C.R.S.:

A. Whether the business entity the property is being sold, transferred, or conveyed to was created less than six (6) months before the transaction; and

B. Whether the transferring business entity sold, transferred, or conveyed its interest in the business entity the property was sold, transferred, or conveyed to less than six (6) months after the transaction.

Adopted on November 8, 2019, to implement House Bill 19-1309 effective December 30, 2019.

The following changes were adopted on March 11, 2020 and are effective April 30, 2020:

- Created: Rules 1.3, 2.5.1(A)-(B), 3.3.2, 3.7, 3.8, 5.1.1- 5.1.2, 5.2.1, 5.4, 6.2
- Amended: Rules 1.4(I)-(J), 2.1, 2.2, 2.5.1, 3.2, 3.3, 3.3.1, 3.3.3, 4, 4.1-4.4 (restated statute), 5.1, 5.2, 5.3, 6.1
- Renumbered: Rules 1.4, 2.1- 2.5, 3.6, 5.1.3, 6.1
- Deleted: Rules 2.1 (restated statute)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Johnson Colorado Trust Subdivision Exemption Plat;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Subdivision Exemption Plat for lots 1 and 2 Wolf Canyon Subdivision

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bbaker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 9/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/21/2021



Date: September 16, 2021

RE: Johnson Colorado Trust Subdivision Exemption Plat
LUC-21-00033
Lots 1 and 2 Wolf Canyon Subdivision

The Johnson Colorado Trust has applied for a subdivision exemption. The applicants were granted a lot cluster of Lots 1 and 2 Wolf Canyon Subdivision, by the BOCC, in 2019. They have since decided they would rather have the original two lots separate and not clustered.

This would ordinarily be defined as a subdivision. *The Gunnison County Land Use Resolution (LUR)*, allows a subdivision exemption to “validate” an existing lot. Pursuant to C.R.S. 30-28-101 (10) (d), the “validation” of a lot that existed prior to the effective date of this Resolution, but did not exist before September 27, 1972 and has not been reviewed and approved by the County as a legally subdivided lot “legal lot.”)

- The county attorney’s office has reviewed and consented to the BOCC review of the application
- The taxes are current
- The owner has two well permits, one for each lot. Lot two has been drilled and we have the drill report

You may review the file:

[https://permitdb.gunnisoncounty.org/citizenaccess/
projects](https://permitdb.gunnisoncounty.org/citizenaccess/projects)

Search by application number- LUC-21-00033

Click on file

Attachments

View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

NOTES:
 1. Property located by field measurements to found monuments shown. Basis of bearings is record bearing of S 80°59' W between found monuments on the south boundary of Lot 1 of the Wolf Canyon Subdivision per record plat.
 2. All found monuments shown were accepted as controlling monuments for these subdivisions. Record bearings and distances are shown in parentheses where they differ from measured or calculated bearings and distances.

ATTORNEY'S OPINION

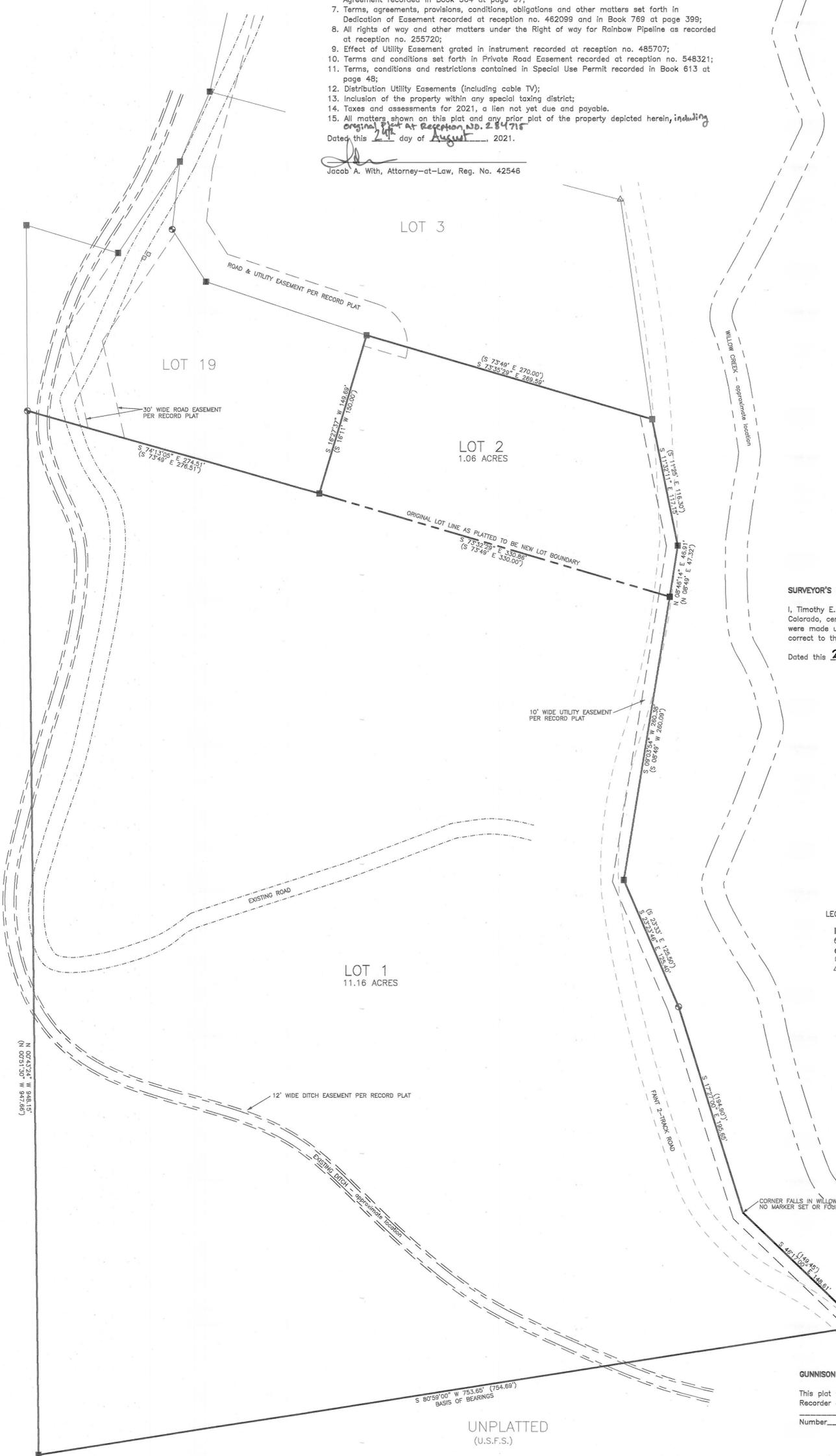
I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in the Johnson Colorado Trust and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Reservations set forth in the United States Patent Recorded in Book 336 at page 330;
2. Easements and other matters set forth on the Plat recorded at reception no. 284715;
3. Covenants, conditions, restrictions, easements, rights and other matters set forth in Declaration of Restrictive Covenants and amendments thereto as recorded in Book 348 at page 209, Book 485 at page 237, Book 558 at page 183, Book 750 at page 235, and reception no. 634992.
4. Fishing Covenant and amendments thereto and all matters set forth therein as recorded in Book 348 at page 212, in Book 336 at page 393, in Book 352 at page 357, in Book 558 at page 270, in Book 750 at page 235, and at reception no. 496465;
5. Terms, agreements, provisions, conditions, obligations and other matters set forth in Dedication recorded in Book 357 at page 47;
6. Terms, agreements, provisions, conditions, obligations and other matters set forth in Agreement recorded in Book 364 at page 97;
7. Terms, agreements, provisions, conditions, obligations and other matters set forth in Dedication of Easement recorded at reception no. 462099 and in Book 769 at page 399;
8. All rights of way and other matters under the Right of way for Rainbow Pipeline as recorded at reception no. 255720;
9. Effect of Utility Easement granted in instrument recorded at reception no. 485707;
10. Terms and conditions set forth in Private Road Easement recorded at reception no. 546321;
11. Terms, conditions and restrictions contained in Special Use Permit recorded in Book 613 at page 48;
12. Distribution Utility Easements (including cable TV);
13. Inclusion of the property within any special taxing district;
14. Taxes and assessments for 2021, a lien not yet due and payable.
15. All matters shown on this plat and any prior plat of the property depicted herein, including original plat at reception no. 284715.

Dated this 24th day of August, 2021.

 Jacob A. With, Attorney-at-Law, Reg. No. 42546

UNPLATTED
(U.S.F.S.)



SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this 24th day of August, 2021.

 Timothy E. Pearson
 Colorado L.S. No. 34979



LEGEND

- Found 5/8" rebar with no cap
- ⊙ Found 5/8" rebar with plastic cap (illegible)
- Found 1.5" diameter steel pipe set in a mound of stones
- Utility pedestal
- △ Found rebar with plastic cap stamped "LS 33647"

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this _____ day of _____, A.D. 20____, Reception Number _____, Time _____

 County Clerk and Recorder
 By: Deputy _____

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of SUBDIVISION EXEMPTION, LOTS 1 & 2, WOLF CANYON SUBDIVISION, is approved this _____ day of _____, 2021.

 Chairperson

ATTEST:

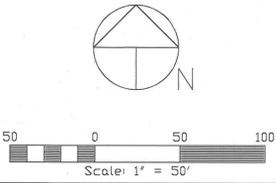
 County Clerk

**SUBDIVISION EXEMPTION PLAT
 LOTS 1 & 2, WOLF CANYON SUBDIVISION
 GUNNISON COUNTY, COLORADO**

PEARSON SURVEYING
 P.O. BOX 652
 GUNNISON, CO 81230
 970-641-2910
 PROJECT # 21-1-5

DATE : 7/2/21
 LATEST REVISION DATE : 10/12/15

SHEET 1 OF 1



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract with Conservation Law, P.C. to provide co

Action Requested: County Manager's signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Retaining a conservation easement attorney to assist the Town of Crested Butte and the County in identifying potential conservation easement holders for the Mt. Emmons conservation project.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/15/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. CAO is merely seeking general approval from Board and authorization from Board for manager to sign and will finalize agreement to that effect. MRH

Reviewed by:

Discharge Date: 9/15/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/21/2021



CONSERVATION LAW, P.C.
Conserving Working Landscapes and the Environment

a.k.a. Jessica E. Jay, P.C.

52 Meadowlark Drive, Evergreen, Colorado 80439

Phone 30873-674-3709; fax 303-674-3715

Email conservationlaw@msn.com

Website www.conservationlaw.org

SENT ELECTONRICALLY

September 17, 2021

[Town of Crested Butte]

P.
E.
W.

[County of Gunnison]

P.
E.
W.

Re: Legal Counsel for Mt. Emmons Mine Conservation Project

Dear [Town and/or County],

I appreciate your consideration in retaining Jessica E. Jay, Esq., of Conservation Law, P.C. to advise the Town of Crested Butte (Town) and the County of Gunnison (County) regarding identifying potential conservation easement holders for the Mt. Emmons conservation project; working with Mt. Emmons to develop perpetual conservation easement(s) appropriate to prevent mining and provide recreational access; and advising on any other related issues the [Town or County] may identify going forward, at their discretion. The exact nature of the duties that I perform for you will be at your [Town or County's] specific direction.

As standard practice, I like my clients to understand and agree with the financial aspects of our professional relationship so that no misunderstandings arise at a later date. For you to understand and agree with these aspects, I ask that you carefully read the memorandum that I have included regarding the financial commitments involved.

For your account, I will bill on a time basis at a reduced hourly rate for nonprofit organizations of \$375 an hour. I, of course, reserve the right to adjust my hourly rate from time to time, and will alert you if my rate should change.

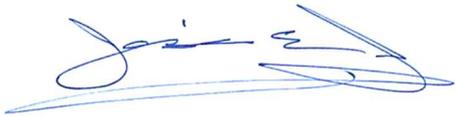
Systemized records of work performed on your project are kept and will be furnished to you on a monthly basis and costs will be billed to you as I disburse them. I anticipate receiving payment within thirty (30) days after billing. Amounts past-due will incur a late charge of 1.5% per month of the total unpaid balance, and late charges will continue to accrue at the same rate on any unpaid balance until the entire bill is paid in full.

It is of utmost importance for me to know at all times that you are satisfied with the legal services provided. In order for there to be full and open communications between us, and so that we may promptly deal with any concerns you may have of my services, it is imperative that you let me know immediately in writing of any concerns you have concerning either my fees or services. You can be assured that at no time will I make any charge of the time spent discussing such matters with you.

If the foregoing meets with your approval, please acknowledge on this electronic copy and return a fully executed copy to me, and we will proceed.

Very truly yours,

JESSICA E. JAY, P.C., dba
CONSERVATION LAW, P.C.

By 

Jessica E. Jay, President/Shareholder

Acknowledged, approved, and agreed upon this ___ day of _____, 2021.

By _____

Acknowledged, approved, and agreed upon this ___ day of _____, 2021.

By _____

Enc.

BILLING RATES AND POLICIES

Periodic Billings for Legal Services

Unless I have made other arrangements, it is my policy to render periodic statements for legal services on a monthly basis. These generally are mailed toward the end of the month following the latest date covered in the statement. I, of course, expect that my statements will be paid upon presentation.

Determining the Fee

According to the rules that govern the professional conduct of lawyers, fees are to be determined on the basis of time spent, skill and experience, the results obtained, the time limitations imposed by the client or by the circumstances, the nature and length of the professional relationship with the client, and whether the fee is fixed or contingent.

Generally, these fees are calculated primarily based upon minimum hourly rates for the lawyer involved. The billing rate for me is \$375 per hour. If the project extends for a considerable period of time, it may coincide with an increase in my hourly rate. You will be notified of any increase.

Client Disbursements

Most matters require that my firm, from time to time, make certain advances on your behalf. Some of these represent out-of-pocket charges I advance; others represent internal costs called "client disbursements". These include costs such as fees for court filing papers, deliveries, copying charges, travel expenses and a variety of other costs. It is understood that while acting as your lawyer, I have the authority to use my best judgment in making such expenditures on your behalf.

Computer Assisted Research

In matters when I must examine legal authorities to serve you, it will be more economical to accomplish the task using nationwide computer databases of technical or legal precedents. In such instances, the special charges assessed by the providers of these services, Lexis and Westlaw, are shown on the client disbursement billings as "Computer Assisted Research".

Termination

You may terminate this representation at any time with or without cause by notifying me in writing of your desire to do so. Upon receipt of the notice to terminate representation, I will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by my firm.

To the extent permitted by rules of professional responsibility and the court, I may terminate my representation at any time if you breach any material term of this agreement, fail to cooperate or follow my advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in my opinion, render my continuing representation unlawful, unethical, or otherwise inappropriate. If I elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve me of any further obligation to perform legal services, including the execution of any documents necessary to complete the conclusion of my representation of you. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of my representation in accordance with the provisions of this agreement.

Electronic Data Communication and Storage

In the interest of facilitating my services to you, I may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your project may be transmitted or stored using these methods. In using these data communication and storage methods, my firm makes reasonable efforts to keep such communications and data access secure in accordance with my obligations under applicable laws and professional standards. You recognize and accept that I have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, withstanding all reasonable security measures employed by me or my third-party vendors. You consent to my use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

File Retention and Destruction

At the conclusion of this matter, I will retain your legal files for a period of ten (10) years after we close our file. At the expiration of the ten (10)-year period, I reserve the right to destroy these files unless you notify me in writing that you wish to take possession of them. I reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

Collection Charges

Unless I have made prior arrangements with you, I will send you monthly billings for client disbursements incurred during the preceding month. It is my practice to bill clients for services on a monthly basis. The statements that will be sent to you after the end of each month will include a summary of the legal services and the client disbursements involved in the handling of your matter. I would appreciate the payment of services and expenses within thirty (30) days from receipt of each statement. Subsequent bills will carry an interest rate of one and one-half percent (1.5%) per month. If the nature of the matter is such that I anticipate substantial advances, I will require a special deposit for such purposes. Also, substantial individual items such as expert fees, the costs of recording, printing costs, etc. may be billed directly to you by the vendor of such services. If collection efforts become necessary on any statement, I will be entitled to the costs of collection, including reasonable attorney fees.

JESSICA E. JAY

(she/her/hers)

52 Meadowlark Drive, Evergreen, Colorado 80439

phone (303) 674-3709, fax (303) 674-3715

email conservationlaw@msn.com

website www.conservationlaw.org

EDUCATION	Vermont Law School	South Royalton, Vermont	1995 – 1999
	Master of Studies in Environmental Law and Policy, <i>magna cum laude</i>		
	<ul style="list-style-type: none">▪ Grade Point Average: 3.62▪ Thesis Topic: Legal Defense and Enforcement of Conservation Easements by Land Trusts, published as <i>Land Trust Risk Management of Legal Defense and Enforcement of Conservation Easements: Potential Solutions</i>, Vol. 6 A.B.A. J. ENVTL. L. 441 (2000)		
	Vermont Law School	South Royalton, Vermont	1994 – 1997
	<i>Juris Doctor, magna cum laude</i>		
	<ul style="list-style-type: none">▪ Class Rank: 4/148▪ Grade Point Average: 3.52▪ Vermont Law Review: Senior Articles Editor, Senior Editorial Board▪ Dean's Fellow: Instructor of Legal Writing I▪ Thomas M. Debevoise Moot Court Competition Semi-Finalist, Board Member▪ Vermont Law Scholar, Dean's List, National Dean's List, and American Scholastic Honors six of six semesters		
	Bowdoin College	Brunswick, Maine	1988 – 1992
	Bachelor of Arts, <i>magna cum laude</i> with High Honors in Government/Legal Studies		
	<ul style="list-style-type: none">▪ Double Major of Government/Legal Studies and Environmental Studies, Minor of Biology▪ Honors Thesis: <i>Regional Options for Watershed Protection of the Merrymeeting Bay Watershed</i> (1992)▪ Grade Point Average: 3.4▪ Dean's list six of seven semesters▪ James Bowdoin Scholar		
PROFESSIONAL EXPERIENCE	Conservation Law, P.C.	Evergreen, Colorado	2001 – Present
	Conservation Attorney, Founding Partner		
	<ul style="list-style-type: none">▪ Represent nonprofits, governmental entities, and private landowners in conservation transactions▪ Speak about conservation issues at the state and national level▪ Create models for national, regional, and state legal defense and enforcement▪ Author Land Conservation Law textbook		
	Vermont Law School	South Royalton, Vermont	Summer 2003 – Present
	Adjunct Law Professor		
	<ul style="list-style-type: none">▪ Teach Land Conservation Law course to JD, LLM, and MSEL students▪ Present Hot Topics Lecture on enforceability, perpetuity of conservation easements		
	Denver University Sturm College of Law	Denver, Colorado	Spring 2010, 2014
	Adjunct Law Professor		
	<ul style="list-style-type: none">▪ Teach Land Conservation Law course to JD, LLM, and MSEL students		
	Issacson, Rosenbaum, Woods & Levy, P.C.	Denver, Colorado	1998 – 2001
	Associate Attorney, Real Estate and Conservation Practice Groups		
	<ul style="list-style-type: none">▪ Represented conservation clients in conservation purchases and easement donations▪ Spoke about conservation issues at the state and national level▪ Drafted contracts for commercial and residential purchase and sale▪ Drafted leases for commercial landlords▪ Researched questions of environmental laws and regulations▪ Drafted appellate briefs for real estate litigation		

Colorado Court of Appeals **Denver, Colorado** **1997 – 1998**

Judicial Law Clerk to the Honorable Peter H. Ney

- Researched and drafted pre-disposition memoranda, drafted opinions and bench orders
- Edited staff attorney and law clerk drafts of memoranda, opinions, and bench orders
- Bailiff for and attended oral arguments

United States Federal District Court **Burlington, Vermont** **Summer 1996**

Judicial Law Intern to the Honorable William K. Sessions, III

- Researched and drafted opinions, motions, and orders
- Attended hearings, trials, in-chambers meetings
- Summarized trials and administrative hearings

Vermont State Legislature Legislative Counsel **Montpelier, Vermont** **Spring 1996**

Legislative Assistant

- Researched and drafted proposed legislation for legislators
- Summarized relevant statutes and case-law
- Attended committee hearings and meetings

Professor Steven Dycus, Vermont Law School **South Royalton, Vermont** **Summer 1995**

Research Assistant

- Researched Vermont water legislation and case law
- Edited and drafted chapters for treatise on national security law

U.S. Fish & Wildlife Service & The Nature Conservancy **Queens, New York** **Summer 1994**

Endangered Species Monitor

- Monitored efforts of 2,800 residents to comply with settlement of the Endangered Species Act
- Collected data on foraging, breeding, predation, and habitat of Piping Plovers and Least Terns
- Recorded and reported violations of settlement agreement to federal law enforcement agents
- Authored report on success of breeding season and residents' compliance with settlement terms
- Testified as government witness in case against residents

Sustainable Biosphere Initiative **Washington, D.C.** **Winter 1993 – 1994**

Program Assistant

- Organized interagency meetings and conferences
- Prepared correspondence
- Maintained databases and office accounts
- Hired interns

Congressman Gerry E. Studds **Washington, D.C.** **Fall 1993**

Legislative Intern

- Responded to constituent inquiries
- Researched legislative issues
- Attended congressional committee hearings
- Tracked legislation

Ecological Society of America **Washington, D.C.** **Spring/Summer 1993**

Public Affairs and Policy Intern

- Edited draft legislation
- Tracked legislation
- Wrote for bi-monthly newsletter
- Reported on agency meetings and conferences

Nantucket Land Council **Nantucket, Massachusetts** **Summer 1991**

Research Intern

- Researched, designed, co-wrote text for Nantucket Harbor Guide
- Researched local, state, and federal regulations affecting endangered species, recycling,

hazardous waste disposal, boating, and public access

Massachusetts Dept. of Environmental Mngt. Lanesboro, Massachusetts Summer 1990

Trail Team

- Maintained state-owned trail systems including Appalachian Trail
- Coordinated Appalachian Trail Club volunteers
- Built support structures for campgrounds

The Nature Conservancy Shelter Island, New York Summer 1989

Endangered Species Monitor

- Protected colonies of Piping Plovers and Least Terns at seventy sites on Eastern Long Island
- Coordinated 200 volunteers, presented info on species to public, press, and legislators
- Analyzed and compiled data at close of nesting season

PUBLICATIONS

- *Perpetual Conservation Easements in Wonderland Part 2* 171 *Tax Notes Fed'l* 705 (May 2021).
- *Perpetual Conservation Easements in Wonderland Part 1* 171 *Tax Notes Fed'l* 484 (Apr. 2021).
- *Down the Rabbit Hole with the IRS' Challenge to Perpetual Conservation Easements: Part Two*, 51 ENVTL. L. REP. 10239-10259 (Mar. 2021).
- *Down the Rabbit Hole with the IRS' Challenge to Perpetual Conservation Easements: Part One*, 51 ENVTL. L. REP. 10136-10161 (Feb. 2021).
- LAND CONSERVATION AND THE EVOLVING LAW OF CONSERVATION EASEMENTS: LAW TEXTBOOK, Land Trust Alliance (2017).
- A CHANGING LANDSCAPE: THE CONSERVATION EASEMENT READER, Environmental Law Institute (2016).
- *Enforcing Perpetual Conservation Easements Against Third-Party Violators*, 32 UCLA J. ENVTL. L. & POL'Y 80 (2014).
- *Understanding When Perpetual is Not Forever: The Challenge of Changing Conditions, Amending and Terminating Perpetual Conservation Easements*, 37 HARV. ENVTL. L. REV. 254 (2013).
- *When Perpetual is Not Forever: The Challenge of Changing Conditions, Amending and Terminating Perpetual Conservation Easements*, 36 HARV. ENVTL. L. REV. 1 (2012).
- *Enforcing Conservation Easements Against Third Party Violators*,
- *Land Conservation Law—U.S. Easement Defense*, The Kingfisher, Spring 2009, at 34.
- *Third-Party Enforcement of Conservation Easements*, Exchange: The Journal of the Land Trust Alliance, Winter 2006, at 12.
- *Third-Party Enforcement of Conservation Easements*, 29 VT. L. REV. 757 (2005).
- *Changes to Colorado's Conservation Income Tax Credit Law*, VOL. 32 COLO. LAW. 65 (2003).
- *Colorado Water Rights*, Colorado Serenity, March 2003, at 11A.
- *New Conservation Tax Credit*, Colorado Serenity, January 2003, at 24A.
- *Conservation Tax Credit Allowance More Than Doubles in 2003*, Canyon Courier, October 2, 2002, at 12A.
- *Conservation Credit to More Than Double*, The Proclamation, December 2002, at 6.
- *An Examination of Court Opinions on the Enforcement and Defense of Conservation Easements and Other Conservation and Preservation Tools: Themes and Approaches to Date*, VOL. 78 DENV. U. L. REV. 373 (2001).
- *Restatement of the Law: Conservation Easements and The Doctrine of Changed Circumstances*, Exchange: The Journal of the Land Trust Alliance, Winter 2001, at 23.
- *Restatement of Law: Courts Take a Strong Stance to Enforce Easements*, Exchange: The Journal of the Land Trust Alliance, Spring 2001, at 21.
- *Land Trust Risk Management of Legal Defense and Enforcement of Conservation Easements: Potential Solutions*, Vol. 6 A.B.A. J. ENVTL. L. 441 (2000).
- *Conservation Easements in the West*, Tech. Serv. Rep. No. 15, ROCKY MOUNTAIN LAND USE INST. (2000).
- *Staying Within the Bounds of the Income Tax Code and Public Perception: Conflict of Interest and Excess Benefit*, Exchange: The Journal of the Land Trust Alliance, Summer 1999, at 23.
- *Staying Within the Bounds of the Income Tax Code and Public Perception: Private Inurement and Private Benefit*, Exchange: The Journal of the Land Trust Alliance, Spring 1999, at 21.

- *Women's Participation in Sports: Four Feminist Perspectives*, 8 TEX. J. WOMEN & L. 1 (1998).
- *The Malling of Vermont: Can the Growth Center Designation Save the Traditional Village From Suburban Sprawl?* 21 VT. L. REV. 929 (1997).
- *Regional Options for Watershed Protection of the Merrymeeting Bay Watershed*, Honors Thesis, Bowdoin College (1992).

PROFESSIONAL MEMBERSHIPS

Admitted to the American, Colorado, and Jefferson County Bars as of October 1997

- American Bar Association
- Colorado Bar Association
- Jefferson County, Colorado Bar Association

BOARD MEMBERSHIPS

Nonprofit Board serving as Board Director or Board Member

- Keep It Colorado, Statewide Association of Perpetual Conservation Easement Holders, (Board Member, and Member of Policy Committee)
- Altitude FC/Mountain Rush Soccer Club, (Board Member, Executive Committee, Secretary)

INTERESTS AND ACTIVITIES

Telemark skiing, mountain biking, downhill biking, soccer, golf

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Scheduling: 2022 Strategic Planning Retreat

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The County's performance management consultant is holding dates for the two-day 2022 retreat, and we need the BOCC to make the final selection. Potential dates are 2/10 & 2/11, 2/17 & 2/18 or 2/24 & 2/25.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/21/2021

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Appointment; Commissioner Designate / Voting Membe

Action Requested: Other Designate a BoCC voting member for CCI

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

BOCC needs to designate their voting member to the CCI Legislative Committee by Friday, Oct 1. This individual will vote during the October 8 Legislative Committee meeting to determine CCI's legislative priorities for 2022.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@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: 9/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/21/2021



Thursday, September 2, 2021

TO: The Boards of County Commissioners
County Administrators/Managers
FROM: Debbie Bell, CCI President
Legislative Committee Chair
RE: Legislative Committee Meeting Notice & Attendance

CCI's Legislative Committee convenes to adopt commissioner submitted legislative proposals as the following year's legislative agenda. This meeting will occur on Friday, October 8, 2021, from 10:00 AM—2:00 PM either in person at the Douglas County Philip S. Miller Building, First Floor Hearing Room (100 Third Street, Castle Rock) or virtually. PLEASE NOTE: this meeting will NOT occur at the CCI Offices. Meeting Agendas & Virtual details, will be distributed in advance of the meeting.

Any commissioner may attend this meeting, but only ONE designated commissioner may vote. Please appoint this commissioner using the attached form and return to Katie First at kfirst@ccionline.org by Friday, October 1, 2021. Should you have questions, please contact Katie at 303-861-4076.

If the designated commissioner is unable to attend the Legislative Committee meeting on Friday, October 8; the BOCC may appoint an alternate to vote at the Legislative Committee meeting (CCI Bylaws, Article V, Section 5). If this is the case, please also indicate this on the attached form.

ARTICLE V
Voting Privileges

Section 5. Legislative Committee Voting - Designation of Temporary Alternate Representative. Any Member of the Legislative Committee may designate a temporary alternate representative to serve as a Member of the Legislative Committee, provided:

- (1) the Member designates the alternate in writing to the chair or Executive Director, or his/her designee; and
(2) the alternate is a county commissioner from that representative's county, or the mayor, or a Council Member from a city and county.

ARTICLE XI
Committees and Sections

Section 5. Legislative Committee.

- (1) The Legislative Committee is hereby created to develop proposed policy statements for consideration by the Membership and develop and adopt priorities for the legislative agenda of the organization. The Legislative Committee shall submit a written report to the Corporation office for Membership consideration.
(2) The Legislative Committee shall consist of one county commissioner from each Member, in the case of a City and County, the Mayor, or a Council Member. (3) The president shall chair meetings of the Legislative Committee, which shall be held at the call of the president or at the request of any five Members. If the president has not appointed his or her county's representative to the Legislative Committee, he or she shall not be eligible to vote in matters before the Legislative Committee. All Legislative Committee meetings are open to all county officials.
(4) To constitute a quorum for the transaction of business at any Legislative Committee meeting, at least one half of the representatives on the Committee, or their temporary alternate representatives, must be present. A majority vote of representatives present and voting shall be required for action.



Legislative Committee Commissioner Designation Form

Each Board of County Commissioners MUST designate a commissioner to serve on CCI's Legislative Committee to vote on the 2022 Legislative Priorities.

The BOCC appoints Commissioner _____ to serve
(First & Last Name)
on CCI's Legislative Committee on behalf of _____ county.
(County Name)

Please check one:

_____ Our Legislative Committee Designee **will attend** the October 8 meeting.

_____ Our designee will attend **virtually**

_____ Our designee will attend **in-person**

_____ Our Legislative Committee Designee **will not attend** the October 8 meeting.

The BOCC designates _____ as alternate.
(First & Last Name)

To be certified by the BOCC Chair:

Signed: _____
Board Chair

Date: _____

Please return or send questions to Katie First
303-861-4076 | kfirst@ccionline.org
Due: Friday, October 1, 2021