

- 1 - Agenda
- 2a - Liquor License, CB Nordic Council
- 2b - Liquor License, Kebler Corner Liquors
- 3 - Calendar
- 4 - Consent 1 - DOLA Affordable Housing Incentives Grant
- 4 - Consent 2 - Colorado Health Foundation Grant
- 4 - Consent 3 - Gunnison Home Association Grant Request
- 4 - Consent 4 - RMHF Grant Acceptance
- 4 - Consent 5 - Employee Handbook
- 4 - Consent 6 - NACCHO Grant Application
- 4 - Consent 7 - City of Gunnison REDI Grant Application
- 4 - Consent 8 - Daniels Fund Grant Acceptance
- 4 - Consent 9 - Colorado Sexual Health Initiative Grant
- 4 - Consent 10 - Opioid Response Settlement Grant
- 4 - Consent 11 - Letter of Support; Maroon Bells
- 5 - Grant Application; Bridge over Slate River
- 6 - Thornton Meadows Covenant Amendment
- 7 - Dos Rios Village Townhome LUC Decision
- 8 - Opioid Response Presentation
- 9 - SW Colorado Opioid Regional Council Agreement

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA – Revision #1

DATE: Tuesday, October 5, 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
 - Alcohol Beverage License #05-29384-0002; Crested Butte Nordic Council, dba CBNC Magic Meadows Yurt; 9/15/2021 – 9/15/2022
 - Alcohol Beverage License #03-10559; Kebler Corner Liquors, LLC dba Kebler Corner Liquors; 10/2/2021 – 10/2/2022
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:32 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. Department of Local Affairs Affordable Housing Incentives Grant; Support Possible Code Revisions to the Gunnison County Land Use Resolution; \$48,750
 2. Grant Agreement; The Colorado Health Foundation; Community-Initiated Solutions in Gunnison, Grant ID #21039; 9/15/2021 – 9/14/2023; \$80,000
 3. Acknowledgment of County Manager Signature; Gunnison Home Association Request for Grant; Stackable Banquet Chair Replacement at the Gunnison County Fairgrounds; \$20,000
 4. Grant Acceptance; Rocky Mountain Health Foundation; \$16,500
 5. Revised Policy 4.3.1; Gunnison County Employee Handbook
 6. National Association of County and City Health Officials Grant Application; Adverse Childhood Experiences; \$433,174
 7. Acknowledgment of County Manager Signature; Letter of Support for City of Gunnison's Rural Economic Development Initiative (REDI) Grant Program Application
 8. Grant Acceptance; Daniels Fund; Substance Abuse Prevention Project; Grant ID #R-2107-22949; 10/1/2021 – 9/30/2022; \$50,000
 9. Grant Application; Colorado Sexual Health Initiative; Community Education and Youth Education in Schools; \$24,315.50
 10. Opioid Response Settlement Funds Planning Grant; State of Colorado; \$20,000
 11. **ADDED:** Letter of Support; Maroon Bells Snowmass Wilderness Overnight Fee Proposal
- 8:40
- Deputy County Manager's Reports and Project Updates
 1. Grant Application; Colorado Special Highway Committee; Off-System Bridge Program; Bridge Over Slate River on Gothic Road
- 8:50
- Thornton Meadows Covenant Amendment; LUC-21-00046
- 8:55
- Resolution; Approving the Application for Dos Rios Village Townhomes LUC-20-00015, Simco Ventures, LLC
- 9:05
- Opioid Response Presentation; Colorado Attorney General's Office

*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, October 5, 2021

Page 2 of 2

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

- 9:25
- Southwestern Colorado Opioid Regional Council Intergovernmental Agreement; Montrose, Delta, Gunnison, San Miguel, Ouray and Hinsdale Counties
- 9:30
- **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.
 - Possible executive session pursuant to C.R.S. § 24-6-402(4), personnel matters, and pursuant to C.R.S. 24-6-402(4)(e)(I), for determining negotiation positions relative to personnel matters.
 - 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)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #05-29384-0002; Crested B

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Crested Butte Nordic Council dba CBNC Magic Meadows Yurt

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:

Discharge Date: 9/24/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/28/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 10/5/2021



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 #05-29384-0002
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.**

**CRESTED BUTTE NORDIC COUNCIL
DBA CBNC MAGIC MEADOWS YURT
LOWER LOOP PARCEL-MAGIC MEADOW LOT 3
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 09.15.2021 - 09.15.2022

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.

Hatty Simillion 9-23-2021

Gunnison County Clerk

Date

Board of County Commissioners Date

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

**CRESTED BUTTE NORDIC COUNCIL
dba CBNC MAGIC MEADOWS YURT
LOWER LOOP PARCEL - MAGIC MEADOWS LOT 3
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 05-29384-0002	License Expires at Midnight September 15, 2022
License Type TAVERN (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. 9/15/2021 LC

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Received
8-12-2021

**CBNC MAGIC MEADOWS YURT
 PO BOX 1269
 Crested Butte CO 81224**

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 CRESTED BUTTE NORDIC COUNCIL		Doing Business As Name (DBA) CBNC MAGIC MEADOWS YURT		
Liquor License # 05-29384-0002	License Type Tavern (county)	Sales Tax License # 05293840002	Expiration Date 09/15/2021	Due Date 08/01/2021
Business Address LOWER LOOP PARCEL - MAGIC MEADOWS LOT 3 Crested Butte CO		County Gunnison	Phone Number 9703491707	
Mailing Address PO BOX 1269 Crested Butte CO 81224		Email PROGRAMS@CBNORDIC.ORG		
Operating Manager BRITTANY PERKINS	Date of Birth 05/14/1988	Home Address PO BOX 2703, CRESTED BUTTE, CO 81224	Phone Number (970)349-1707 x 3	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-10559; Kebler Corner

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Kebler Corner Liquors LLC dba Kebler Corner Liquors

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: 9/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 10/5/2021



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 #03-10559
to sell/serve malt, vinous, spirituous liquor for (off the)-premises
consumption in the County of Gunnison, Colorado.

**KEBLER CORNER LIQUORS LLC DBA KEBLER CORNER LIQUORS
30682 COUNTY ROAD 12 UNIT A
SOMERSET, COLORADO 81434**

Fee \$100.00

Effective Dates: 10.02.2021 - 10.02.2022

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 9-28-2021
Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

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

**KEBLER CORNER LIQUORS LLC
dba KEBLER CORNER LIQUORS
30682 COUNTY ROAD 12 UNIT A
Somerset CO 81434**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-10559	License Expires at Midnight October 02, 2022
License Type LIQUOR STORE (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. 9/28/2021 LSS

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

**KEBLER CORNER LIQUORS
 30682 COUNTY ROAD 12 UNIT A
 Somerset CO 81434**

Received
 9-13-2021

Fees Due	
Renewal Fee	312.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 312.50

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 KEBLER CORNER LIQUORS LLC		Doing Business As Name (DBA) KEBLER CORNER LIQUORS		
Liquor License # 03-10559	License Type Liquor Store (county)	Sales Tax License # 34556329	Expiration Date 10/02/2021	Due Date 08/18/2021
Business Address 30682 COUNTY ROAD 12 UNIT A Somerset CO 81434				Phone Number 9704714485
Mailing Address 30682 COUNTY ROAD 12 UNIT A Somerset CO 81434			Email emily@keblercorner.com	
Operating Manager Emily Struth	Date of Birth 6/8/77	Home Address 30682 CR 12 Somerset, CO 81434		Phone Number 970-471-4485
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

October 1, 2021 – October 31, 2021

As of 10/1/2021

Board of County Commissioners

1. **BOCC Regular Meeting**

October 5, 2021, All Day @ BOCC Boardroom

[More Details](#)

2. **Mavors & Managers Meeting - Hosted by Gunnison School District**

October 7, 2021, 12:00 PM - 1:30 PM

[More Details](#)

3. **BOCC Work Session**

October 12, 2021, All Day @ BOCC Boardroom

[More Details](#)

4. **BOCC Special Meeting - Budget Presentation**

October 15, 2021, All Day @ BOCC Boardroom

[More Details](#)

5. **BOCC Regular Meeting**

October 19, 2021, All Day @ BOCC Boardroom

[More Details](#)

6. **BOCC Work Session**

October 26, 2021, All Day @ BOCC Boardroom

[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. **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: Department of Local Affairs Affordable Housing Inc

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Consent for application to DOLA for Housing Incentives Grant Program

Fiscal Impact: Total project: \$65,000, county 25% and DOLA 75%

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Subject to 2022 budget adoption with matching funds

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/23/2021

County Attorney Review:

Required

Not Required

Comments:

CAO did not review the grant application. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/24/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/24/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021



Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

From: Cathie Pagano, Director of Community and Economic Development
To: BOCC
Date: September 16, 2021
Re: DOLA Affordable Housing Incentives Grant

Staff is submitting a grant application request to DOLA for funding to support possible code revisions to support affordable housing. Gunnison County seeks to analyze the following sections of the *Land Use Resolution*:

- Update of Essential Housing section to include possible additional incentives
- Update/revision of locational standards and subdivision standards to better incentivize private sector
- Review of mobile home standards to identify possible methods for better protecting those residents and communities

Staff has budgeted for this activity in the 2022 budget and intends to release an RFP to hire a consultant to support the work. Total project cost is estimated at \$65,000 and staff is requesting a 75% contribution from DOLA and 25% from the county funds.

HB21-1271 Planning Grant Total Project Budget

Applicant (Community Name): Gunnison County
 Applicant Contact: Cathie Pagano
 Applicant Contact Position/Title: Director of Community &
 Applicant Contact Email Address: cpagano@gunnisoncounty
 Applicant Contact Phone: 970-641-7985
 Date: Sept. 13, 2021

Project	Total Estimated Project Cost	State Funds Requested	Other Funding Amount <i>(at least 25% local match of total project cost)</i>	Other Funding Source <i>(municipal, state, federal, private)</i>	Other Funding: Committed, Pending, or Waiver Requested?	Other Funding Notes
<i>Incentive Updates</i>	\$ 25,000.00	\$ 18,750.00	\$ 6,250.00	<i>local general fund (county)</i>	<i>committed</i>	
<i>Subdivision Code and Locational Standards Revisions</i>	\$ 25,000.00	\$ 18,750.00	\$ 6,250.00	<i>local general fund (county)</i>	<i>committed</i>	
<i>Mobile Home Communities Revisions</i>	\$ 15,000.00	\$ 11,250.00	\$ 3,750.00	<i>local general fund (county)</i>	<i>committed</i>	

Note: Grant funds cannot be used for administrative expenses.

Totals	\$ 65,000.00	\$ 48,750.00	\$ 16,250.00	<i>Note: Total estimated project cost must equal state funds requested plus other funds.</i>		
	Total estimated project cost	Total state funds requested	Total other funding			

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; The Colorado Health Foundation; C

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Health Foundation

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Colorado Health Foundation has awarded funding towards the Multicultural Resource Services through HHS for two years, \$80,000.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/23/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/23/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/24/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021



September 17, 2021

Devan Haney
Multicultural Resource Coordinator
Gunnison County Department of Health and Human Services
220 N. Spruce
Gunnison, CO 81230

Dear Devan Haney:

Congratulations on your recent grant award! This letter is in reference to the recent approval by The Colorado Health Foundation of the 24-month grant in the amount of \$80,000 for “Community-Initiated Solutions in Gunnison.”

We appreciate your commitment to advancing health and health equity for all Coloradans, and look forward to supporting your efforts to achieve the results outlined in your proposal. We encourage you to read below for important information regarding your grant agreement, and what you can expect from us.

- Your grant agreement was sent electronically through DocuSign for review and execution. Please include your grant identification number, shown below, on all future correspondence with The Colorado Health Foundation. We intend to respond to email or phone inquiries within one business day. If one of our staff members is out of the office, you will receive a notification.
- Our goal is to provide a response to all grantee reports within 60 days of receiving the report. In our response, we will acknowledge and comment briefly on the progress of your work.
- We will continue to communicate internally at the Foundation with one another so that your interactions are well-coordinated.
- Once your grant agreement is finalized, we encourage you to share the news of your grant award with your network. There are a variety of ways to announce your grant award, including through news releases, articles, email and social media. Please visit our website, <https://coloradohealth.org/communicating-about-your-grant>, for guidance on communicating about your grant award. This includes information on how to reference The Colorado Health Foundation, as well as guidance on logo usage, press releases, quotes and social media. If you have any additional questions on communicating about your grant, please contact your assigned program officer or reach us by email at funding@coloradohealth.org or by phone at 303-953-3600.

If at any time you have any questions regarding this grant, please contact Sara Guillaume, senior director of grantmaking operations, at 303-953-3672 or squillaume@ColoradoHealth.org.

We are grateful to play a small part in the important work you do, and wish you continued success.

In partnership,

Erin Brown
Vice President, Community Investment and Impact

Grant ID: 21039



The Colorado Health Foundation™

GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

Title of Project:

Community-Initiated Solutions in Gunnison
Grant ID# 21039

Purpose of Project:

Support Community Leaders who have been engaging with organizations in Gunnison County to provide improved access to health resources, education, housing, and other basic needs. Community Leaders will implement currently identified solutions with support from the Multicultural Resource Services, Health Coalition and in partnership with the Hispanic Affairs Project (HAP).

Grantee Organization:

Gunnison County Department of Health and Human Services
220 N. Spruce
Gunnison, CO 81230

Checks to be Made Payable to:

Gunnison County Department of Health and Human Services
220 N. Spruce
Gunnison, CO 81230

Tax Identification Number: 84-600770

Amount of Grant Awarded:

\$80,000 over a 24-month period

Period for Which Support is Granted:

From September 15, 2021 *Through* September 14, 2023

Contingencies, if any:

Special Provisions, if any:

Key Grantee Activities and Target Milestones:

Year 1:

- Work with community and community organizations to put on community events
- Build relationships with community leaders

Year 2:

- Continue co-hosting community events
 - Identify opportunities to work with community
-

Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:

Payment and Requirement Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
September 20, 2021	Executed Agreement	\$40,000	September 23, 2021
September 15, 2022	Progress Report	\$40,000	October 27, 2022
October 14, 2023	Final Report		

Payments are contingent upon receipt and approval of the associated requirements.

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information

<p>*Project Contact (please correct the information below if necessary)</p> <p>Devan Haney Multicultural Resource Coordinator Gunnison County Department of Health and Human Services 220 N. Spruce Gunnison, CO 81230</p>	<p>**Grantee Organization Primary Signatory (please correct the information below if necessary)</p> <p>Joni Reynolds Director, Health & Human Services Gunnison County Department of Health and Human Services 220 N. Spruce Gunnison, CO 81230</p>
---	--

*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation's email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing grants@coloradohealth.org.

**The organization primary signatory is the CEO/Executive Director of the grantee organization.

The Colorado Health Foundation is awarding this Grant to the above named organization (“Grantee”) and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:

- a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
- b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization’s tax-exempt status.

2. Expenditure of Funds

This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation’s prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the “Grant Period”) shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the “For Grantees” section.

3. Prohibited Use of Funds

Grantee will not permit any Grant funds or income derived from such funds to be used for “political expenditures” as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee’s current fiscal year.

Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations

Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports

Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and Key Grantee Activities and Target Milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification

Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight

The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health

Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:

The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, website, social media and other relevant media. If the Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotional materials and print collateral. For more information and resources regarding the publicity of your grant, please visit www.coloradohealth.org/communicating-about-your-grant.

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, on The Colorado Health Foundation's communications channels, such as blog posts, newsletters, press releases, website and social media.

11. Colorado Charitable Solicitations Act

Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke

The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

13. Termination

The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 12 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 16 shall also survive termination of this Agreement.

14. Special Conditions and Reporting

Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

15. Amendment

This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

16. No Partnership Agency or Third Party Beneficiaries

Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Intellectual Property

(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best

practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

18. Disclaimer

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

19. Controlling Document

The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

20. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

21. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]



Erin Brown
Vice President, Community Investment and Impact
The Colorado Health Foundation

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

Joni Reynolds

CEO/Executive Director of Gunnison County Department of Health and Human
Services (typed/printed name)

CEO/Executive Director (signature)

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Gunnis

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a grant application to the Gunnison Home Association, requesting replacement of stackable banquet chairs, with an amount requested of \$20,000.

Fiscal Impact: \$20,000

Submitted by: M. Bollig for Melody Roper

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Grant revenue of \$20k requested, no County match.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/23/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/22/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/24/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021

Gunnison Home Association Request for Grant

Organization Name: Gunnison County Fairgrounds

Project Title: Stackable Banquet Chair Replacement

Grant Amount Requested: \$20,000

Preferred Method for Distribution of Grant Money: Check written to Gunnison County

Mailing Address: 275 South Spruce Street, Gunnison, CO 81230

Phone: (970) 641-8561

Email Address: mroper@gunnisoncounty.org

Project Start Date: 01NOV2021

Project End Date: 29JAN2022

Project Description:

The Gunnison County Fairgrounds is home to many events, and as such owns 400 stackable banquet chairs for use in the Esty Room. The current chairs are now 15 years old. These chairs are dilapidated and desperately need replacing. The Fairgrounds wishes to purchase 400 new chairs, at a cost of \$50.00 per chair. The overall cost for chairs would be \$20,000. We have located two companies with no shipping costs. The total for the project is \$20,000.

Describe how project benefits seniors:

The Gunnison County Fairgrounds is home to many senior events. The fairgrounds are a meeting place for the Gunnison County Stockgrowers' Association, the Gunnison CattleWomens' association, the Pioneer Museum Board of Directors, the local health fairs, and early blood draws. The fairgrounds were recently tasked with hosting the COVID-19 vaccine clinics. In the course of the clinics, 7,760 seniors over the age of 55 came to the grounds for a vaccine. This number will only grow as we expect most of that population will return for boosters or 3rd doses. The clinics utilized chairs for all stages – from registration, to vaccine administration, to medical monitoring. The Gunnison Valley Health Senior Care Center with the exception of 2020 has borrowed tables and folding chairs from the Fairgrounds for over 10 years for their residents and the resident's family holiday meal. This is a very festive event and the residents and their families really enjoy themselves. Having access to the tables and chairs from the fairgrounds make it possible for this event to happen.

The fairgrounds are also the home for other organizations that may include seniors including the Rocky Mountain Elk Foundation Banquet, the Western Colorado University Athletics Crab Feed, funerals, baptisms, and the Sugarplum Festival. All of these events use the chairs, and would benefit from new chairs.

Information about organization:

The Gunnison County Fairgrounds is centrally located in Gunnison Colorado. The fairgrounds are 24 acres, and host a variety of recreation events, community events, senior events, and youth events. The fairgrounds are home to so many different horseback activities: the mule clinic, the Gunnison Roping Club, High Elevation Production Company, junior rodeo series, team sorts, horse shows, 4-H clinics and shows, and Forest Service trainings. The fairgrounds host ATV training for the U.S. Forest Service, the Gunnison County Snow and Ice Conference, the yearly scent dog trials, Colorado State Patrol VIN inspections, and regular sheriff officer driving training courses. The fairgrounds gives affordable options to residents to hold weddings, funerals, quinceañeras, baptisms, conferences, meetings, and trainings. Most recently Gunnison County allowed the fairgrounds to be used by public health to administer over 17,000 COVID-19 vaccinations. The parking lot was utilized for all 71 clinics held. The fairgrounds is utilized daily by residents walking with their children, walking their dogs, and using the fairgrounds to exercise. The Gunnison County Fairgrounds has two full time employees, with an additional staff member hired for summer months.

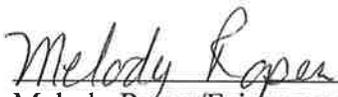
Attachment A: Budget

Describe other funding sources:

We have not applied for any other grants. The fairgrounds are coming off of fifteen months of being unable to rent out the Esty Room, which is the biggest room in the building. We were privileged to be chosen for the site for the auxiliary hospital when the COVID-19 pandemic. We were chosen due to our excellent ventilation system. Starting in December of 2020, we then hosted the COVID-19 vaccination clinics. This caused the fairgrounds to lose \$15,000 in revenue. This loss of revenue caused many improvement projects to be pushed aside, including purchasing new chairs.

Describe how Gunnison Home Association contribution will be recognized:

The fairgrounds would submit a news release to both local newspapers. We would also submit a release to the county newsletter. We would also place a sign recognizing the GHA's contribution during the COVID-19 vaccine clinics and during COVID-19 testing clinics.



Melody Reper/Fairgrounds Manager



Matthew Birnie/Gunnison County Manager

Gunnison Home Association

Grant Guidelines

Adopted 11/2019 Revised 7/2020, 11/2020, 6/2021

Overview:

The Gunnison Home Association (GHA) of Gunnison Colorado will be awarding grants for programs that benefit Gunnison area senior citizens. Funded activities must take place between January 1, and December 31, with a final report on how the monies were spent due by September 30 of the grant funding year.

GHA will consider grants for operating support and capital requests.

Each project will be considered without predetermined financial limits. GHA will only support programs that engage local seniors and can document the impact on Gunnison area senior residents.

Proposals for scholarship or tuition assistance must demonstrate compliance with federal laws concerning discrimination.

Eligibility:

Applicants must target the senior population of the Gunnison area.

Applicants must have completed a final report for any past grant received. Any missing report from a previous grant automatically disqualifies an applicant until all reports are up to date.

GHA does not generally support religious organizations where support might suggest the endorsement of religious doctrine. However, GHA may provide grants to these groups under certain circumstances: • They must demonstrate that their proposed project is publicly accessible – irrespective of shared beliefs - and is not intended to encourage the adoption of a particular religious point of view.

Application Package:

While the core of your application package is the completed narrative and all required attachments, the reviewers have access to two additional items. These are your most recent final report (if applicable) and the written comments that were provided to you in the most recent grant application feedback session that you had with GHA board (if applicable).

Your application is reviewed based on content submitted. Do not assume that The GHA board knows about your organization, your part of the Valley or the issues that your organization addresses.

Review Process:

GHA Administration Assistant first reviews your application for eligibility. Applications that are late, propose something that the GHA does not fund, submit a project budget that fails to identify cash income meeting the minimum matching requirement, or have failed to attach a required attachment will not be reviewed.

Then the GHA board reads, discusses all applications. Preferences for grants are given that highlight the following four areas: Purpose, Community Impact, Governance and Financial Management as requested in the **"Gunnison Home Association – Request for Grant"** (attached).

Deadline:

Complete proposals must be submitted electronically, sent to GHA by 11:59 p.m. on September 30 for the following year. Proposals which are incomplete (including support materials) will not be accepted. There are no exceptions to this policy.

Applicants will be notified of the results of the process by October 31. A final report on how the monies were spent and how GHA will be recognized must be submitted electronically to GHA due September 30 of the grant funding year.

Contact Information:

Gunnison Home Association
Debbie McVey, Administrative Assistant
P.O. Box 1381
Gunnison, CO 81230
dtmcvey@yahoo.com
970-641-8912

GUNNISON HOME ASSOCIATION - REQUEST FOR GRANT

ORGANIZATION NAME:

PROJECT TITLE:

GRANT AMOUNT REQUESTED:

PREFERRED METHOD FOR DISTRIBUTION OF GRANT MONEY:

MAILING ADDRESS:

PHONE:

EMAIL ADDRESS:

PROJECT START DATE:

PROJECT END DATE:

PROJECT DESCRIPTION:

DESCRIBE HOW PROJECT BENEFITS SENIORS, INCLUDING NUMBER OF SENIORS SERVED AND TARGET SENIOR POPULATION:

PROVIDE INFORMATION ABOUT YOUR ORGANIZATION, INCLUDING VOLUNTEER/PAID STAFF AND GENERAL BUDGET:

DESCRIBE OTHER FUNDING SOURCES, INCLUDING OTHER APPLICATIONS FOR FUNDS FOR THIS PROJECT:

DESCRIBE HOW GUNNISON HOME ASSOCIATION CONTRIBUTION WILL BE RECOGNIZED:

Attachment A



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GUNNISON COUNTY, COLORADO
YEAR-TO-DATE BUDGET REPORT
JULY - FINAL

P 2
glytdbud

FOR 2021 07

ACCOUNTS FOR: 10000 Fairgrounds Management	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56110 Office Supplies	650	650	197.10	160.65	.00	452.90	30.3%
56120 Operating Supplies	1,500	1,500	747.10	.00	.00	752.90	49.8%
56160 Vending Supplies	300	300	101.86	.00	.00	198.14	34.0%
56170 Postage	0	0	5.50	.00	.00	-5.50	100.0%
56180 Photocopy	30	30	.00	.00	.00	30.00	.0%
56210 Cleaning Supplies	2,000	2,000	1,334.52	573.09	.00	665.48	66.7%
56310 Gasoline	1,000	1,000	688.54	117.79	.00	311.46	68.9%
56320 Diesel Fuel	800	800	795.59	444.11	.00	4.41	99.4%
56416 Salt	230	230	.00	.00	.00	230.00	.0%
56426 Paint	2,000	2,000	.00	.00	.00	2,000.00	.0%
56428 Gravel & Sand	1,800	1,800	344.33	129.61	.00	1,455.67	19.1%
56499 Other Materials	0	0	349.74	.00	.00	-349.74	100.0%
56520 Tools	450	450	85.29	.00	.00	364.71	19.0%
56610 Equipment & Furn. under \$4,00	1,500	1,500	16,026.71	.00	.00	-14,526.71	1068.4%
TOTAL Supplies	12,260	12,260	20,676.28	1,425.25	.00	-8,416.28	168.6%
60 Purchased Services							
57010 Utilities - Electric	8,000	8,000	4,275.12	716.85	.00	3,724.88	53.4%
57011 Utilities - Gas	6,000	6,000	2,569.12	126.10	.00	3,430.88	42.8%
57013 Utilities - Water	2,500	2,500	1,029.40	360.85	.00	1,470.60	41.2%
57014 Utilities - Sewer	2,600	2,600	1,279.10	531.66	.00	1,320.90	49.2%
57020 Telephone - Service	550	550	320.81	45.83	.00	229.19	58.3%
57022 Telephone - Cell Phone	420	420	245.00	35.00	.00	175.00	58.3%
57040 Trash Removal/Disposal Fees	2,000	2,000	1,325.29	.00	.00	674.71	66.3%
57120 Laundry	60	60	16.75	.00	.00	43.25	27.9%
57210 Repair & Maint - Building	8,000	8,000	2,706.37	184.61	.00	5,293.63	33.8%
57220 Repair & Maint - Equipment	6,000	6,000	782.72	392.39	.00	5,217.28	13.0%
57235 Repair & Maint - Grounds	11,865	11,865	5,986.16	307.34	.00	5,878.84	50.5%
57312 Travel - Meals	8,256	8,256	.00	.00	.00	8,256.00	.0%
57313 Travel - Lodging	0	0	8.00	.00	.00	-8.00	100.0%
57329 Other Professional Services	0	0	376.50	.00	.00	-376.50	100.0%
57490 Mapping Services	270	270	157.50	22.50	.00	112.50	58.3%
57491 Computer Services	4,450	4,450	2,595.81	370.83	.00	1,854.19	58.3%
57492 Equipment Usage	6,416	6,416	10,134.69	2,539.67	.00	-3,718.69	158.0%
TOTAL Purchased Services	67,387	67,387	33,808.34	5,633.63	.00	33,578.66	50.2%
70 Financing Costs							
57630 Lease Payments	1,318	1,318	.00	.00	.00	1,318.00	.0%
TOTAL Financing Costs	1,318	1,318	.00	.00	.00	1,318.00	.0%

Attachment A



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GUNNISON COUNTY, COLORADO
YEAR-TO-DATE BUDGET REPORT
JULY - FINAL

P 3
glytdbud

FOR 2021 07

ACCOUNTS FOR: 10000 Fairgrounds Management	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL Fairgrounds Management	228,164	228,164	148,358.44	18,967.72	.00	79,805.56	65.0%
TOTAL REVENUES	-34,100	-34,100	-14,596.33	-6,508.93	.00	-19,503.67	
TOTAL EXPENSES	262,264	262,264	162,954.77	25,476.65	.00	99,309.23	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Acceptance; Rocky Mountain Health Foundation

Action Requested: Other Approval to accept grant award

Parties to the Agreement: Rocky Mountain Health Foundation

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Rocky Mountain Health Foundation has awarded HHS on behalf of the Gunnison County Community Health Coalition an award of \$15,000.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/23/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/23/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/24/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021

09/16/2021



Kyle Tibbett

Gunnison County

200 E Virginia

Gunnison, CO 81230

Dear Kyle,

Congratulations! On behalf of the Board of Directors of Rocky Mountain Health Foundation, it is our pleasure to inform you that your funding request for **Gunnison County** has been approved for **\$15,000**. This one-year grant is subject to the following terms:

1. This grant is not in any way earmarked to support and carry on any lobbying or voter registration activity.
2. You agree to provide progress reports on achieving the purpose of the grant in April 2022 (mid-year check-in) and October 2022 (final report).
3. You will notify Rocky Mountain Health Foundation if there is any change in your IRS status as a public charity, governmental, tribal, school or public entity throughout this funding cycle.

Additionally, the Foundation is making a **one-time, restricted grant of \$1,500 to your organization as a means for you to directly support the emotional and physical well-being of staff**. The funds are restricted for the purpose of staff care including the Executive Director. We will ask you in the October 2022 final report to tell us about the thoughtful ways in which the funds were spent. Rocky Mountain Health Foundation understands that staff are the most precious resource for any organization, and we are pleased to help support yours.

The Foundation may include information regarding this grant (the purpose of the grant, any photographs you may have provided, your logo, or other information about your organization and its activities) in the Foundation's reports, website, and news releases. Funds will be sent directly to your organization via ACH deposit within the next two weeks. There is no guarantee of future funding from Rocky Mountain Health Foundation.

By accepting this grant payment, your organization agrees to the terms stated above.

Rocky Mountain Health Foundation is looking forward to working with you on our shared commitment towards creating healthy communities on the Western Slope. We are proud to support your mission.

Sincerely,

Michaelle Smith, Executive Director

Patricia Riddell, Chair, Board of Directors



Employee Handbook

Gunnison County, Colorado

Effective October 5, 2021



Photo courtesy of Linda Nienhueser

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PURPOSE and INTENT of the GUNNISON COUNTY EMPLOYEE HANDBOOK

A. GENERAL

THE GUNNISON COUNTY EMPLOYEE HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH EMPLOYMENT BY GUNNISON COUNTY. THESE POLICIES ARE NOT ALL INCLUSIVE, BUT RATHER ARE INTENDED AS A SUMMARY. THIS OCTOBER 5, 2021 EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS OF THE GUNNISON COUNTY EMPLOYEE HANDBOOK AND THE GUNNISON COUNTY PERSONNEL POLICIES.

B. EMPLOYMENT AT-WILL

EMPLOYMENT BY GUNNISON COUNTY IS AT-WILL. EMPLOYMENT OF AN EMPLOYEE WITHOUT A WRITTEN CONTRACT FOR A SPECIFIED DURATION MAY BE TERMINATED BY EITHER GUNNISON COUNTY OR THE EMPLOYEE WITHOUT CAUSE AND WITHOUT NOTICE.

C. THE EMPLOYEE HANDBOOK DOES NOT CREATE A CONTRACT

THE GUIDELINES IN THIS EMPLOYEE HANDBOOK, AND ANY WRITTEN OR ORAL STATEMENT BY SUPERVISORY PERSONNEL, DO NOT CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

D. AUTHORITY TO ENTER INTO CONTRACTS OF EMPLOYMENT

NO REPRESENTATIVE OF GUNNISON COUNTY, OTHER THAN THE BOARD OF COUNTY COMMISSIONERS (FOR THE COUNTY MANAGER AND THE COUNTY ATTORNEY) AND THE COUNTY MANAGER (FOR DEPARTMENT DIRECTORS AND OTHER CONTRACTED EMPLOYEES), HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD; SUCH AN AGREEMENT MUST BE IN WRITING.

E. INTERPRETATION AND MODIFICATION

THE PERSONNEL POLICIES WITHIN THIS HANDBOOK ARE NOT INTENDED TO ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. EXCEPT FOR THE "AT-WILL" NATURE OF THE EMPLOYMENT, GUNNISON COUNTY RESERVES THE RIGHT TO INTERPRET AND MODIFY THESE PERSONNEL POLICIES WITHOUT PRIOR NOTICE WHEN DEEMED NECESSARY BY THE COUNTY IN THE COUNTY'S SOLE DISCRETION IN ORDER TO FULLY PROTECT THE COUNTY'S INTERESTS, THE INTEREST OF THE PUBLIC, AND TO MORE FULLY PROTECT THE SAFETY OF THE PUBLIC, INCLUDING EMPLOYEES GOVERNED BY THIS POLICY.

F. BUDGET

NOTHING CONTAINED IN THIS EMPLOYEE HANDBOOK SHALL BE CONSTRUED TO AUTHORIZE DEPARTMENTS TO EXCEED THEIR APPROPRIATED BUDGETS.

1. GENERAL WORKPLACE CONDITIONS

1-1 Equal Employment Opportunity (EEO). Gunnison County is dedicated to the principles of equal employment opportunity. Gunnison County does not discriminate against applicants or employees or permit harassment or inappropriate conduct on the basis of age 40 and over, race, sex, pregnancy, color, religion, national origin, disability, genetic information, sexual orientation (including transgender status), military status, or any other status protected by federal, state or local law.

1-2 Unlawful Harassment. Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, sexual orientation (including transgender status), or any other applicable status protected by state or local law will not be tolerated. This policy applies to all employees including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

1-3 Sexual EEO Harassment. Gunnison County prohibits sexual harassment and inappropriate sexual conduct. Sexual harassment and inappropriate sexual conduct can include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made, explicitly or implicitly, a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Inappropriate sexual conduct, whether or not it actually forms the basis of a claim of sexual harassment, is expressly prohibited by this policy. Such conduct includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, email, text messages, social media or other forms of electronic communications;
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates;
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

This policy applies to all employees, as well as non-employees such as volunteers, customers, clients, vendors, consultants, etc., when on County property and present for County business, except that the County expressly disclaims any liability for the behavior of such persons who are beyond the County's control.

IMPORTANT: Any complaint of perceived sexual harassment should be immediately reported to either the appropriate department head or the Human Resources Director. If you prefer not to go to either of those individuals with your complaint, you should report the incident through the Ethical Advocate for Gunnison County at 855-443-0787, or online at <https://gunnisoncounty.ethicaladvocate.com/>.

1-4 Workplace Violence. Gunnison County strives to maintain a work environment that is free from violent behavior. The County will not tolerate violent behavior or the threat of violent behavior involving an employee or a member of the public at any County place of business or against any County property. Such behavior will result in disciplinary action and potential criminal charges.

Violent behavior is defined as the infliction or threat of any bodily injury, harmful psychological contact or the destruction or abuse of property. This includes but is not limited to intimidating, threatening or hostile behaviors; jokes or offensive comments which are veiled, conditional, direct, written or verbal; physical abuse; vandalism; arson; sabotage; and/or the use or carrying of weapons of any kind without authorization.

An employee who feels that they have been subjected to any behavior prohibited by this policy, or have observed or have knowledge of a violation of this policy, should immediately report it to Human Resources or any member of management. If an employee feels that an imminent threat exists, they should follow the established procedures. All complaints will be taken seriously and investigated, and appropriate action will be taken.

1-5 Workplace Accommodations for Nursing Mothers. Gunnison County will make reasonable efforts to accommodate the following:

- Reasonable break time will be allowed for employees to express breast milk for their children.
- Appropriate private accommodations (other than a restroom) within close proximity to the employee's workstation for up to two years after the child's birth.
- The space must have access to an electrical outlet, a chair, and table, and follow privacy protocols such as a locking door or signage.
- Mothers are responsible for their own breastfeeding equipment and supplies.
- A clean water source will be in close proximity to the lactation space for employees to wash hands and to clean any breast pump equipment.
- Staff will provide a welcoming atmosphere of support and tolerance for breastfeeding employees.

1-6 Pregnancy Accommodation. Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the County will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the County's business operations.

The County may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

The County will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

1-7 Accommodations of Disabilities and Religious Practices. The County is committed to providing equal employment opportunities to qualified individuals with disabilities. There may be some instances where a qualified individual with a disability requires an accommodation of their disability in order to perform the essential functions of his or her job. It is the employee's responsibility to provide notice to management of the need for an accommodation of his or her disability. This notice can be verbal or in writing. Upon doing so, either the employee's supervisor or someone in management will request the employee's input concerning the type of accommodation that the employee believes may be necessary or the functional limitations caused by their disability. The County may require necessary medical information from the employee and their healthcare provider to support the request for accommodation. The County reserved the right to obtain the employee's permission to obtain additional information from his or her physician or other medical care professionals concerning their disability in an effort to determine if an accommodation is both necessary and possible. The County will make a determination as to whether it is able to provide the requested accommodation based upon whether the requested e pose an undue hardship on the County or compromise employee safety. The County will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the County.

1-8 Problem Resolution Process. Employees who have a work-related problem or concern should follow these steps:

1. Notify and discuss the matter with his/her immediate supervisor in a timely manner so that the supervisor has the opportunity to resolve any concerns or misunderstandings.
2. If the employee believes that the solution offered by the supervisor is not satisfactory, or if the employee believes that addressing the issue with the supervisor is inappropriate, because, for example, the supervisor is involved in the problem or issue, then the employee may notify and discuss the matter with his/her department head.
3. If the employee believes that the solution offered by the department director is not satisfactory, then the employee may discuss the matter with Human Resources.
4. If the employee believes that the matter remains unresolved to their satisfaction, the employee may submit a written complaint to the County Manager for review and final decision. At the discretion of the County Manager, the Deputy County Manager or other designee may occasionally be asked to perform an investigation of a matter prior to final decision by the County Manager. If the County Manager is the direct supervisor, the employee should instead contact the County Attorney.

To request assistance with these and other types of issues, employees may access the Employee Assistance Program (see Section #4-3(d) for more information) at any time. Supervisors may also contact Human Resources for assistance with coordinating counseling for an employee via the Employee Assistance Program.

- 1-9 Anti-Retaliation Policy.** Gunnison County prohibits retaliation against an employee for filing a complaint under the Complaint Resolution Process or for assisting in a complaint investigation. If an employee perceives retaliation for making a complaint or for participating in an investigation of a complaint, the employee should follow the Complaint Resolution Process outlined above. The situation will be promptly investigated and appropriate action taken, which could include disciplinary action against the retaliating employee, up to and including termination. Employees cannot shield themselves from the potential consequences of their own misconduct by reporting an issue. If it is determined by the County that an employee has made false accusations against another employee as part of this process, appropriate action will be taken against such employee, which could include disciplinary action, up to and including termination.
- 1-10 Safety and Emergency Policies.** Pursuant to C.R.S. §24-33.5-709 (Local Disaster Emergencies), Gunnison County Resolution #2017-19 (a Resolution Amending Gunnison County Emergency and Disaster Management Procedures), Resolution #2006-17 (a Resolution Adopting the National Incident Management System (NIMS)), and the Gunnison County Emergency Operations Plan, all employees are responsible for the following:
- National Incident Management System (NIMS) / Incident Command System (ICS) – employees will maintain the appropriate level of competence.
 - Continuity of Operations Plans (COOPs) – employees will work with their department heads to help ensure appropriate orientation and training regarding an employee’s roles and responsibilities outlined in their respective department’s COOP.
 - Response and Recovery Trainings – employees will participate in trainings and exercises as assigned by their respective department heads.
 - Safety Officers – any employee who has been designated by his or her department head to serve as the Safety Officer for their department/suite shall orient and help train fellow employees with regard to established preparedness and safety procedures.
- 1-11 Duty-Related Court Notices and Appearances.** Any County employee who, in his or her official capacity, receives a summons, subpoena or other official court papers, shall notify the County Attorney’s Office and shall provide to the County Attorney’s Office, as soon as is possible, copies of all such papers. With the exception of the Sheriff and his or her deputies, no County employee is permitted to appear in any court proceeding in his or her official capacity without first notifying the County Attorney’s Office in advance of such proceeding.

2. ORGANIZATION and ADMINISTRATION

2-1 Administration of Personnel System.

- (a) County Manager.** The County Manager or his/her designated representative, in consultation with other departments and, where appropriate, the Office of the County Attorney, supervises the administration of human resource services including, but not limited to:
- Human resource management;
 - Resolution of personnel issues and complaints;
 - Maintaining compliance with the organization’s policies and state/federal employment law;
 - Development and maintenance of the job classification system, salary administration, fringe benefit administration, recruitment, training and related activities for the organization.
- (b) Human Resources.** Human Resources administers the Classification and Compensation Plan, manages the fringe benefit programs, assists with personnel recruitment and training, and maintains the central personnel records system. Human Resources participates in resolving personnel issues and complaints, and maintaining compliance with the organization’s policies and related state/federal law. In addition, Human Resources is responsible for providing information and analysis of human resource functions to department heads upon request.

2-2 Covered Entities. The policies in this handbook apply to all County employees, unless otherwise expressly stated within this handbook. These policies also apply to contracted employees, unless a contract with the contracted employee expressly states otherwise. Where this policy conflicts with a written contract with a contracted employee, the written contract shall prevail.

2-3 Personnel Actions and Employee Records.

- (a) Personnel Records.** Human Resources maintains the official personnel file for each employee, with the exception of certain documents maintained by the Sheriff’s Office that are related to Sheriff’s Office employees that are governed by the Colorado Criminal Justice Records Act (CCJRA) and all Department of Transportation required drug/alcohol testing records that are maintained by the department that ordered the required testing. It contains formal documentation on employees’

employment and salary history. If you wish to review your official personnel file, contact Human Resources. It is important for you to provide Human Resources with current information regarding: Name, address, telephone, insurance changes, tax exemptions, emergency contacts, and other relevant information. Formal individual personnel records are maintained by Human Resources. Failure to keep personnel information updated may result in a loss of benefits by an employee.

- (b) **Time and Leave Records.** Employees are responsible for submitting completed and accurate time records to their supervisors. These records shall also be deemed to be a portion of the employee's central personnel file.

2-4 Sick Leave Bank Board. It is the role of the Board to evaluate sick leave transfer requests, as requested by Human Resources (see Section 4-3(i)).

- (a) **Members.** The Board is comprised of five members, as outlined below.

- (1) **Commissioner.** By virtue of their elected positions, one member of the Board of County Commissioners, or their designee, shall serve on the Sick Leave Bank Board. During the first regular BOCC meeting of each year, the BOCC will designate this member.

- (2) **Staff.** A total of three at-large staff members shall serve in staggered two-year terms, without limit to the number of terms. Regular terms begin on January 1st and end on December 31st. An election shall be held annually following the below protocol:

- a. **Notice.** No later than November 1st of every year, notice of such election will be made by Human Resources via email. Intent to be included on the ballot must be made, in writing, to Human Resources by close of business on the 3rd Friday in November.
 - b. **Ballots.** The candidates will be listed alphabetically (by last name) on the ballot, and ballots will be distributed electronically.
 - c. **Voting.** Voting will be accomplished electronically through the close of business on the 3rd Friday in December. Human Resources shall count ballots on the first working day following the close of election, and the willingness of any write-in candidates to serve on the Board will be verified prior to considering those votes. The winners of such election will be those who received the highest number of votes to fill the number of open positions, and Human Resources will announce the results by email.
 - d. **Vacancies.** In the event that any staff-elected member must relinquish his/her position on the Board before the end of their appointed term, the County Manager will appoint an employee to serve in that person's stead for the remainder of the designated term. The County Manager will also appoint employees to fill vacancies that occur due to an insufficient number who seek election to the Board.

- (3) **County Manager Appointee(s).** The County Manager shall be responsible for appointing a non-elected department head to the Board at the end of the incumbent member's two-year term, without limit to the number of terms served.

3. EMPLOYMENT and CLASSIFICATION SYSTEM

3-1 Recruitment.

- (a) **Public Notices.** All open positions must be listed on the County website for the duration of their application-acceptance periods, which are established by the applicable hiring supervisors. Additional noticing (i.e., newspaper and online advertisements, use of a recruitment firm, etc.) may also be accomplished, if applicable and requested for any specific vacancy.
- (b) **Internal.** Internal-only recruitments are not permitted. Any current employee who wishes to apply for any open position is encouraged to apply for the position following the established procedure (see Section 3-6(b)).
- (c) **Prior Applicant Pool.** Gunnison County reserves the right to fill a position from a prior applicant pool, but may only do so within 12 months of the prior public notice for the open position. In this type of instance, additional public notice of the open position is optional and at the discretion of the hiring manager.

3-2 Hiring Relatives. No employee in a supervisory position shall be a relative (see glossary for definition) of

an employee for whom: 1) They have supervisory and/or managerial responsibilities; 2) They have audit or financial approval authority; or 3) The relationship presents a potential or real conflict with the County's interests. If conflicting circumstances arise through a change in family status or living arrangement, department heads should consider management alternatives in consult with and final approval of the County Manager.

3-3 Reemployment. Any employee seeking re-employment with the County after resignation may do so by applying for an open position. Re-employment is based on the same County needs and qualifications as are considered in the employment of any other applicant. If rehired, the individual must meet the minimum qualifications for the position. If rehired, previous periods of benefit-eligible County employment will be included for the purpose of earning longevity-based County benefits unless otherwise denied by a benefit plan document. Any person involuntarily terminated from the County will not be considered for reemployment unless the reason for the termination was outside of the control of the employee, such as reorganization or reduction in force.

3-4 Employment Status Definitions. Finalization of a change to an employee's status, as well as their associated benefit eligibility, is dictated by the effective date shown on the employee's approved Personnel Action Form.

(a) Regular Status. Either the employee or Gunnison County may end the employment relationship at any time, for any reason without advance notice.

(1) Full-Time Status. Full-time status is designated to an employee who is employed to work from 30 to 40 hours per week. Any employee working at least 30 hours per week or at least 1,560 hours per year in a regular position is currently eligible for the fringe benefits that the County then currently offers. Compensation for absences due to vacation, sick leave, personal leave and holidays will be calculated on a prorated basis according to the number of hours worked per year.

(2) Scheduled Part-Time Status. Scheduled part-time status is designated to an employee who is employed to work a set number of hours per week that shall consist of at least 1,040 hours annually but fewer than 1,560 hours annually. Employees assigned this status are currently eligible for the fringe benefits that the County then currently offers, with the exception of group medical, dental, vision and life insurance coverage. Compensation for absences due to vacation, sick leave, personal leave and holidays will be calculated on a prorated basis according to the number of hours worked per year.

(3) Scheduled (Non-Benefit) Part-Time Status. Scheduled (non-benefit) part-time status is designated to an employee who is regularly scheduled to work fewer than 1040 hours per year. Employees assigned this status are not eligible for most County fringe benefits. The employee is currently eligible to contribute to the 457 deferred retirement plan, but will not receive the County match.

(4) Intermittent Part-Time Status. Intermittent status is designated to an employee who works an irregular number of hours weekly as needed by the hiring department. The hours worked shall be submitted each pay period. The employee is not eligible for most County fringe benefits. These employees are eligible to contribute to the 457 deferred retirement plan, but will not receive the County match.

(b) Temporary Status. Temporary status is the designation of an employee who is hired in a job established for a specific assignment or for a defined period of time, typically not to exceed six months or 26 weeks of continuous service unless otherwise contracted to perform services. Temporary employees are currently ineligible, except as required by law or the terms of any written contract between the County and the temporary employee for benefits.

(c) Auxiliary. In auxiliary programs such as Sheriff's Reserve, work study, internships and others, where compensation may be paid, participants shall not be entitled to County benefits, unless approved as part of the specific auxiliary program by the Board of County Commissioners or County Manager, and shall not be covered by the policies in this handbook.

(d) Interns. The following general guidelines, which are based on information in C.R.S. 8-40-302, can be used to determine workers' compensation coverage for individuals participating in a bona fide cooperative-education or student-internship program sponsored by an educational institution for providing on-the-job training for students. If a student is a paid intern, the County will provide workers' compensation coverage. If a student is an unpaid intern, the educational institution sponsoring the student shall insure the student through their workers' compensation and liability

insurance. The educational institution and the County can agree that the employer will provide coverage if the educational institution provides the employer with a reasonable level of compensation to insure students participating in on-the-job training.

3-5 Classification System. Gunnison County has developed a basic compensation plan for Gunnison County employees. In your position at Gunnison County, you may be eligible for salary increases based upon your job performance, your position's location in its salary grade, and other factors.

- (a) **Position Title.** Every regular position in the County shall be given a position title.
- (b) **Job Description.** Each position title shall include a position description of essential duties/responsibilities, physical requirements and desired minimum qualifications.
- (c) **Pay Grade.** All positions except the County Manager, the Deputy County Manager and the County Attorney, shall have an assigned pay range, known as a pay grade, which contains the minimum and maximum pay established for the position.
- (d) **Comparability.** Positions having similar duties and responsibilities and requiring similar skills shall be given the same position title. Position titles shall be assigned pay grades and salary ranges based upon the skills and duties of the position and/or the current level of compensation for comparable jobs.
- (e) **Market Pay Grade Adjustments.** Human Resources shall, on an on-going basis by department, conduct a market survey of position(s) similar to County positions to ascertain if such position(s) are paid on a comparable basis and are properly graded, in the opinion of management. Department heads may also request that Human Resources perform surveys on an as-needed basis.
 - (1) **Salary Range Adjustments.** The County Manager will determine if and when adjustments will be made to the Compensation Plan's salary structure. Salary adjustments for elected officials are determined according to Colorado statutes.
 - (2) **Regrade.** If an individual position's pay grade is changed, due to market indicators and approved by the County Manager, it will be placed in a new grade subject to the following limitations:
 - a. **Higher Grade.** When a position is raised to a higher pay grade, the incumbent's salary will increase at least to the minimum or hiring salary of the new grade. The appropriate department head will recommend the step placement in the new grade according to experience and qualifications in comparison with other employees' backgrounds in the same job.
 - b. **Lower Grade.** When a position is placed in a lower pay grade, the incumbent employee's salary shall not decrease and shall be placed where they fall within the approved range for the lower pay grade. If an employee's salary is higher than the highest step in the new grade, the rate of pay will be frozen until it falls back within the range.
- (f) **Merit Increases.** All classified employees will begin employment at the entry level of the appropriate grade in the Compensation Plan unless, in the opinion of management, there is an appropriate reason for placing the employee higher in the steps. This placement must be approved by the County Manager or his/her designated representative. The County Manager or a designated representative shall have final approval for all merit increases pursuant to the review process established.
 - (1) **Entry Level.** When an employee begins at the entry level, upon the successful completion of six months of employment and with the appropriate authorization, the employee will receive a merit increase to step one of the grade. If a six-month employment merit increase is awarded to step one of the grade, the next eligible merit increase with the appropriate authorization, will be awarded at the successful completion of the first year of employment.
 - (2) **Hired Above Entry Level.** If an employee begins employment at a step higher than entry level, a one-step increase after successful completion of the first six-month period will not be awarded. An employee who begins employment above entry level will be eligible for a one-step salary increase upon successful completion of the first year of employment.
 - (3) **Annual.** All classified employees will be eligible for a one-step salary increase based on merit upon reaching his or her annual increase eligibility date subject to a satisfactory review of the employee's performance.

- (g) **Step Adjustments of More than One Step.** The appropriate department head shall make a request to the County Manager on a Personnel Action Form stating the reason for the request. The County Manager shall have final approval for all salary adjustments of more than one step pursuant to the review process established, with recommendations on the Personnel Action Form from the Finance Director for budgetary compliance.
- (h) **Reclassification of Positions.** When the duties and responsibilities of a position have materially changed, a position reclassification may occur. No reclassification shall be proposed solely for the purpose of effecting a pay grade change or promoting or demoting an employee.

3-6 Demotion, Transfer and Assignment of Temporary Duty.

- (a) **Demotion.** An employee may be demoted at any time for misconduct (see Section 6) and/or failure to perform position duties satisfactorily. When an employee is demoted to a lower position, the employee shall be paid at a rate within the approved range for the lower position. The rate of pay shall be recommended by the appropriate department head taking into consideration the circumstances surrounding and the reasons for the demotion. Final approval for a demotion and subsequent rate of pay shall be made by the County Manager. The review process, set forth in Section 6-2(d) shall be applicable to and govern demotions.
- (b) **Transfer.** Any current employee who applies for an open position may be transferred, subject to meeting the minimum qualifications for the new position. The County Manager shall make final approval for all transfers.

(1) Department to Department. An employee shall not be eligible for transfer to another department until at least two years of employment in their current department, unless both department heads and the County Manager agree that an early transfer would be in the best interest of the organization. Whenever an employee transfers to another department, their performance review period is reset to the date of the transfer. The employee's original hire date, however, shall not change, and the employee shall retain all accumulated benefits, provided they are within the established criteria set forth in the then current Personnel Policies. Arrangements for accumulated benefits as of the transfer date shall be set forth on a Personnel Action form and shall be approved by the previous department head and the new department head.

(2) Within the Same Department. An employee shall not be eligible for transfer to another jobsite or district within the same department until at least two years of employment at their current jobsite or district, unless the employee's department head approves, in writing, an early transfer after determining whether it would be in the best interest of the department. Whenever an employee transfers to another position, their performance review period is reset to the date of the transfer. The employee's original hire date, however, shall not change, and the employee shall retain all accumulated benefits, provided they are within the established criteria set forth in the then current Personnel Policies.

- (c) **Assignment of Temporary Duty.** The County may require an employee to assume responsibilities in addition to or different from those defined in their job description as necessary on a temporary basis. No temporary adjustment in pay is required for the assumption of such temporary duties for a period less than 30 days, after which the employee shall be compensated at the appropriate pay grade and step as recommended by the department head and approved by the County Manager with recommendations from the Finance Director for budgetary compliance.

4. COMPENSATION and BENEFITS

4-1 Pay. Employees are paid once each month (one pay period) on the last regular working weekday of the month.

- (a) **Hourly or Monthly Salary.** Gunnison County will determine, in the opinion of management, which non-exempt positions' paychecks will be computed on an hourly rate and which exempt and non-exempt positions will be computed on a monthly salary rate. The Federal and State wage and hour laws and regulations shall control all determinations regarding exempt and non-exempt status for all County employees, regardless of the department in which they work.

Salaried exempt employees will regularly receive a predetermined amount of compensation each pay

period. Salaried non-exempt employees will receive a predetermined amount of compensation each pay period, in addition to compensation (at 1.5 times their regular rate via compensatory time or pay) for any hours worked in excess of 40 per week during the work week or pay period. The County is committed to complying with salary-basis requirements which allows properly authorized deductions.

If you believe an improper deduction has been made to your salary, you should immediately report this information to the Finance office. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed.

4-2 Overtime/Compensatory Time. The County will pay overtime, or allow the accrual of compensatory time if applicable, for all hours worked over 40 hours in a workweek. Gunnison County is not required to compensate for overtime after eight hours in a day or on the sixth or seventh consecutive day of work.

(a) General Workweek/Workperiod. A Fair Labor Standards Act (FLSA) workweek is a fixed, regularly recurring period of 168 hours – that is, seven consecutive 24-hour periods. Law Enforcement employees may have a separate work period established from at least 7-28 consecutive days. A typical work period will begin at 12:01 a.m. on Sunday and continue to run for the then most currently established number of days (24-hour periods), though individual departments may designate an alternate day of the week as the start of the work week, subject to County Manager approval.

(b) Authorization to Work Overtime. All non-exempt employees are required to get supervisor pre-approval for overtime. Unauthorized overtime work is not allowed, and repeated disregard of the rule requiring pre-approval for overtime hours is reason for disciplinary action.

(c) Calculations.

(1) Non-Exempt Employees. Gunnison County compensates non-exempt employees for overtime in compensatory time off on a 1-for-1.5 basis for all hours worked over 40 hours in a workweek up to a maximum accrual of 80 hours unless otherwise approved by the County Manager. A non-exempt employee, who has accrued compensatory time, must have authorization to use the compensatory time, but shall be permitted to use the time off within a reasonable period after making the request if it does not unduly disrupt County operations by more than a mere inconvenience. The County reserves the right to control compensatory time accumulation by requiring an employee to take time off during designated periods defined by the appropriate department head.

(2) Exempt Employees. Exempt employees shall not work less than their established workweek. An exempt employee shall not be entitled to overtime compensation either in cash or in compensatory time for work in excess of 40 hours per week. It is recognized that the exempt employee is hired to perform specified duties and such other duties consistent with the job status and that performance of those duties will, at times, require absence from the office, attendance at night meetings and work in excess of 40 hours per week. The exempt employee shall not be eligible for compensation greater than the established salary. Consequently, exempt employees are free to organize their work schedule in such a fashion as to accommodate their workload and may flex their hours as appropriate, provided that an exempt employee shall regularly be present during business hours unless otherwise directed by their supervisor.

(3) Law Enforcement. Employees of the Sheriff's Office engaged in law enforcement may be compensated at one and one-half times the employee's regular hourly rate of pay for overtime calculated on a "work period" basis. A "work period" may be from 7-28 consecutive days in length. Law enforcement personnel must receive overtime after 171 hours worked during a 28-day period. For work periods of at least seven, but less than 28 days, overtime compensation is required when the number of hours worked exceeds the number of hours which bears the same relationship to 171 as the number of days in the work period bears to 28. The compensation may be in money or compensatory time.

(d) Maximum Compensatory Time. Gunnison County's policy is to limit the accumulation to 80 compensatory time hours (53-1/3 hours worked), therefore no employee shall earn or accumulate more than a total of 80 hours of compensatory time, unless approved in advance by the County Manager. Compensatory time accrued must be used prior to paid vacation time when voluntary leave is taken, unless otherwise approved by the County Manager.

(e) Inclusion of Paid Leave. Paid leave hours that were scheduled and approved at least three

business days prior to the start of the general workweek/workperiod (i.e., paid holidays, personal leave, vacation, sick, compensatory time, etc.) are considered as hours actually worked for the purposes of computing overtime. However, any unscheduled paid leave hours (i.e., unscheduled sick leave or compensatory time) taken during a general workweek/workperiod, are not considered as hours counted toward overtime.

4-3 Fringe Benefits. Fringe benefits are monetary and non-monetary benefits provided to employees by the County including, but not limited to, medical, dental, vision, life insurance, holidays, sick leave, vacation leave, flex/comp program, discounted health club membership, Employment Assistance Program, and a retirement program. These benefits and any future benefits are provided solely at the discretion of the County and may be modified, amended or revoked in whole or in part at any time.

(a) Insurance.

(1) Health Coverage: Medical, Dental and Vision. The County currently provides the opportunity for participation in group insurance to all eligible employees.

- a. Cost. The County pays a determined amount of the monthly premium for the participant or the participant plus dependent coverage. The participant must pay the difference.
- b. Flexible Compensation. Flexible compensation is a benefit by which employees may deduct eligible group insurance premiums and other medical-related expenses as well as child care expenses from their paychecks on a pre-tax basis. Employees should see Human Resources for specific information about this program.
- c. Eligibility and Coverage. The insurance plan requirements include, but are not limited to:
 1. Eligibility Status. An employee must work at least 30 scheduled hours per week and/or 1,560 hours per year or be a County elected official to be eligible for coverage under the group health plans.
 2. Eligibility Date. New employees are eligible for coverage on the first day of the month following the date of employment.
 3. Enrollment Deadline. A new employee must elect or decline coverage by completing the required forms within 30 calendar days of the date of employment.
 4. Involuntary Termination of Group Coverage. Insurance benefits for a participating employee and enrolled dependent(s) will end on the employee's last active day of employment or when the employee no longer meets the eligibility requirements.
 5. Change in Status/Open Enrollment. Any eligible employee who chooses not to enroll during an annual open enrollment period or new employee 30 day open enrollment period, will be required to wait until the next annual open enrollment period unless the employee experiences a mid-year qualifying change of status. Qualifying change of status events are listed in the Medical Plan Document found on the County website or contact Human Resources.
 6. Information. For more information about these plans, please refer to the Summary Plan Descriptions on the County website or contact Human Resources. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

(2) Life. The County currently offers basic life insurance and supplementary life insurance.

- a. Eligibility Status. Life insurance is offered to employees who work at least 30 scheduled hours per week and/or 1,560 hours per year or are a County elected official.
- b. County Share. The County pays a determined amount of the monthly premium and the employee must pay the difference.
- c. Eligibility Date. Enrollment dates and eligibility requirements are the same as those for health insurance. If an employee chooses not to elect life coverage at the time of employment, life coverage may be denied if requested at a later date.
- d. Information. For more information about these plans, please refer to the Summary Plan Description on the County website or contact Human Resources. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

(3) Unemployment Compensation. The County is a reimbursable employer under the State Unemployment Insurance Program. Any employee interested in information regarding the benefits of this program should inquire at the Colorado Department of Labor, Division of

Unemployment.

(4) Workers' Compensation. The total cost of each employee's Workers' Compensation insurance premium is paid solely by the County on behalf of the employee. See Section #4-3(k) for specific details related to Workers' Compensation Insurance.

(b) Holidays. Employees in full-time positions working a 40-hour workweek shall be compensated eight hours paid leave time for designated holidays. Eligible employees working less than a 40-hour workweek shall be compensated for paid holidays on a prorated basis according to the number of hours budgeted per year. Employees in scheduled (non-benefit) part-time positions; intermittent part-time positions or temporary positions shall not receive pay for holidays off. The holiday hours will be included when computing overtime (see Section 4-2).

(1) Schedule. The Board of County Commissioners annually adopts the schedule of compensated holidays. Department heads shall have the discretion to provide an alternate holiday work schedule for employees consistent with departmental needs.

(2) Computation. Essential personnel who are required to work on a holiday shall be compensated as follows:

- Eight hours for the holiday (or prorated amount for eligible employees working less than full time); plus
- Time actively at work, which may or may not result in the calculation of overtime for the workweek/workperiod (see Section 4-2).

(c) Retirement Program.

(1) Social Security Administration Contributions. The County pays all required Social Security and Medicare tax contributions.

(2) Retirement Plan Contributions:

- a. Association. The County is a member of the Colorado County Officials and Employees Retirement Association. The bylaws of the Retirement Association shall govern eligibility for retirement benefits.
- b. Participation. Participation in the retirement program is a mandatory condition of employment for all employees who work at least 1,040 hours per year. If eligible, the employee must complete the required enrollment forms for membership in the Retirement Association within 30 calendar days of the date of employment. For additional information on the County's retirement program, contact Human Resources.
- c. Benefit. The County matches a determined percentage of:
 1. The mandatory contribution in the 401(a) plan; and
 2. The optional contribution in the 457 plan.
- d. Information. For more information about these plans, please refer to the Summary Plan Description on the County website or contact Human Resources. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

(d) Employee Assistance Program. County employees are offered a confidential counseling and referral service for the employee, their spouses and dependent children. This service includes a designated number of counseling sessions and financial planning or legal sessions annually, paid for by the County. For more information about these plans, please refer to the Summary Plan Description on the County website or contact Human Resources. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

(e) Flex-Time Workweek. Subject to Policy #1.2.9.3 (Standard Hours of Operation), a department head may establish, upon final approval from the County Manager, a flex-time workweek for any of his/her employees. Any flex-time workweeks created will ensure that established office days and hours maintained so that customer access is not impeded, and no more than 40 hours are worked in a regular workweek by a non-exempt employee. In opting for such a schedule, the established flex-time workweek will be used for determination of overtime.

(f) Breaks and Lunch Times. The appropriate department head will determine departmental standards regarding length and scheduling of breaks and lunch times for their employees, with any office closure limited as outlined in Policy #1.2.9.3 (Standard Hours of Operation). However, if a break is intended to be less than 20 minutes, it is normally paid time and if a break is intended to be free from duties for 30 minutes or more, it is unpaid time.

- (g) **Training.** In addition to all required safety-related training, Gunnison County intends that its employees continue to train and develop in job-related skills. The County-paid training may consist of the following elements:
- Mandatory Training. Mandatory development as defined by laws, statutes, or County policies.
 - General Training. General education developed to increase employee effectiveness.
 - Job-Skills Training. Special or technical education unique to a specific position or employee group.
 - Authorization. With advance approval by the appropriate department head, the cost of above training types may be considered a County expense.
 - Employee Responsibility. If an employee leaves employment from Gunnison County within one year of the most recent date of completion of training, the employee may be responsible for reimbursing the County for the subject training costs.

(h) **Vacations.**

(1) **Earning Rate.**

- a. Employees Working a 40-Hour Workweek. Employees in full-time positions working a 40-hour workweek earn vacation for each full month of continuous service as follows:
- | | |
|--|-----------------------|
| Hire date through the end of year 4: | 6-2/3 hours per month |
| Start of year 5 through the end of year 8: | 8 hours per month |
| Start of year 9 through the end of year 15: | 10 hours per month |
| Start of year 16 through the end of year 20: | 12 hours per month |
| Start of year 21 through separation: | 14 hours per month |
- b. Employees Working Less Than a 40-Hour Workweek. Currently, eligible employees working fewer than 40 hours per workweek earn vacation on a prorated basis according to the number of hours worked per year. Employees in scheduled (non-benefit) part-time positions, intermittent part-time positions or temporary positions shall not receive paid vacation.
- c. Elected Officials. Elected officials shall not be entitled to receive the benefit of paid vacation as outlined herein. Any County employee who becomes an elected official shall be paid for vacation accumulation while an employee, prior to taking office (see Section 7-1).

(2) **Approval.** Vacation time must be earned before taken, and an employee must receive supervisor approval of their vacation request prior to use of the vacation time. Compensatory time accrued must be used prior to paid vacation time when voluntary leave is taken, unless otherwise approved by the County Manager.

(3) **Scheduling.** A department head may require an employee to use vacation time pursuant to a schedule or by a certain date for business needs of the department.

(4) **Maximum Accrual.** Employees are not eligible to earn any additional vacation once they have reached their maximum accumulation. The allowable maximum vacation accumulation for eligible employees working less than a 40-hour workweek shall be prorated according to the number of hours worked per year. Vacation does not accrue during any leave without pay or a suspension. The maximum vacation accumulation for full-time employees shall be:

0 through the end of 4 years:	160 hours maximum
5 through the end of 8 years:	196 hours maximum
9 through the end of 15 years:	240 hours maximum
16 through the end of 20 years:	288 hours maximum
21 plus years:	336 hours maximum

(i) **Sick Leave.**

(1) **Credit.** Currently, employees in full-time positions working a 40-hour workweek are credited sick leave with pay at the rate of 8 hours for each full month of service. Eligible employees working less than a 40-hour workweek shall accumulate sick leave on a prorated basis according to the number of hours worked per year. Employees in scheduled (non-benefit) part-time positions, intermittent part-time positions or temporary positions are not eligible for paid sick leave. Sick leave does not accumulate during any leave without pay or during a suspension. A County holiday shall not be counted as a day of sick leave.

(2) **Use.** An employee may use sick leave with pay for absences necessitated by non-job

related injury, illness or disability, and for dental, medical or optical care of the employee. Sick leave with pay may also be used for the birth of the employee's child, in order to care for the new baby (from birth to one year of age) and for placement of a child with the employee for adoption/foster care, or any other reason that qualifies for FMLA leave in accordance with the Family and Medical Leave Act. An employee may also use sick leave with pay for absences necessitated by injury, illness, disability, dental, medical or optical care of a member of their immediate family or any other reason that qualifies for FMLA leave in accordance with the Family and Medical Leave Act. At the discretion of the appropriate department head, sick leave may also be used to attend funerals. With approval by the appropriate department head an employee may use up to 16 hours (or equivalent proration) per year of sick leave as personal leave. Examples of personal leave range from leave for financial or legal appointments, to leave for the employee's birthday, or may include various other personal reasons.

- (3) Reporting.** In order to be eligible for sick leave with pay, employees must report, to their supervisor, their inability to attend work due to personal or family illness or injury. This must be done prior to the beginning of the employee's work schedule on the first day of their absence or as soon thereafter as reasonably possible. The employee must keep their supervisor informed of their expected date of return. The employee must furnish reasonable documentation regarding the use of more than two consecutive days of sick leave, if requested to do so by their department head. Such documentation, if requested, must be provided within three work days from the date of request.
- (4) Accumulation.** There is no limit to the amount of sick leave an employee may accumulate. However, an employee may not use sick leave for purposes other than those set forth in this paragraph (i). Any misuse of sick leave will be cause for disciplinary action up to and including termination.
- (5) Elected Officials.** Elected officials shall not be entitled to receive sick leave as outlined herein. Any County employee who becomes a County elected official shall be paid for sick leave accumulated while an employee prior to taking office pursuant to the limits outlined in Section 7-1).
- (6) Insufficient Sick Leave Balances.** In the event that an employee has an insufficient sick leave balance to cover any absence(s) from work due to illness as defined below, the time lost will be deducted from the employee's accrued compensatory time and then vacation leave balances or, if these balances are still not sufficient, deducted as leave without pay. If an employee expends or expects to expend all sick, vacation and compensatory time prior to the conclusion of the illness requiring absence from work, the employee may apply for a sick leave transfer, per the process outlined in paragraph (7) below. An employee must expend all accrued leave balances prior to the use of any hours authorized for transfer.
- (7) Insufficient Sick Leave Balances for Non-benefit eligible Employees.** In the event that a non-benefit employee has an insufficient sick leave balance to cover absence(s) from work due to illness as defined in section (i)(2), that time will be without pay. A non-benefit employee may not apply for a sick leave transfer.
- (8) Additional rules apply during public health emergencies.**
- (9) Employers cannot retaliate against employee for requesting or using paid sick leave.** Employees have a right to file a complaint or bring a civil action if paid sick leave is denied or they are retaliated against for exercising their rights under the law.
- (10) Sick Leave Transfers.** The Internal Revenue Service (IRS) allows for donation of accrued sick leave without negative tax consequences to the donor in instances of a medical emergency, which the IRS defines as a "medical condition of the employee or a family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to exhaustion of all paid leave available, apart from the leave-sharing plan." Family and Medical Leave should run concurrently with an approved Sick Leave Transfer. An employee may request a sick leave transfer for extended time off following the loss of a spouse, child or parent. A leave transfer application for pregnancy or maternity leave will not be considered unless the pregnancy and/or birth of a child resulted in a medical emergency. All recipients must use the donated leave for purposes related to the medical emergency and return any excess to the leave bank.

Currently, any benefit-eligible County employee may make voluntary donations of accumulated sick leave to the Sick Leave Bank to assist employees who are in need of additional sick leave time over and above their vacation, sick leave, holiday and comp time balances. This practice does not constitute a change to Section 4-3(i), but is a method of assisting employees experiencing a medical emergency, as defined by the IRS, or bereavement following the death of a spouse, child or parent. All paid leave granted to the recipient employee is considered wages and is subject to Federal Insurance Contributions Act (FICA) withholding, Federal Unemployment Tax Act (FUTA) withholding and other required tax holdings. Donor employees may not claim an expense, a tax deduction or a charitable contribution for any of the leave that they donated to the Sick Leave Bank.

- a. Donations. Each January, Human Resources may request donation of sick leave from eligible employees, and donations will be accepted until January 31st. Upon separation, employees may donate any portion or all of their accumulated sick time to the Sick Leave Bank, limited to the number of hours the employee is eligible to receive cash payment (see Section 7 for more information). In the event that the Sick Leave Bank balance falls below an adequate level at any given time during the year, the Sick Leave Bank Board may request that Human Resources issue additional donation requests. Donors may not request transfer of their donated hours to specific employees, all donated hours are immediately transferred to the Sick Leave Bank, and donor employees forfeit their right to reclaim the hours for any reason.
- b. Donation Limitations. County employees should strive to maintain a sick leave balance capable of meeting the demands of expected absences (i.e., general illnesses, routine medical needs, vacations, pregnancy, etc.). Thus, only employees with sick leave balances of at least 160 hours (equivalent to 20 standard eight-hour shifts) and separating employees may donate to this program according to the below limitations:

<u>Donor Employee's Accumulated Sick Leave Balance</u>	<u>Maximum Annual Allowed Donation</u>
159 or less hours	No donation possible
160-480 hours	32 hours
481+ hours	64 hours
N/A (separating employees only)	Limited to those hours that the employee would have otherwise been entitled to receive cash payment.

- c. Application Procedure. An employee desiring to receive a transfer should submit an application for additional sick days to their supervisor at least 10 working days prior to the use of all of his/her available leave time, or as soon as reasonably possible. If an employee is unable to make such application, the application may be completed by a family member or a representative. Application forms are available in Human Resources and on the County website. Applications and transfers will be kept confidential; however, the applicant accepts that his/her private health-related information and request will be discussed by the Sick Leave Bank Board members and any other members of management who may be consulted to fully evaluate the application.
 - 1. The application will be reviewed by the supervisor and department head. If approved, it will be forwarded to Human Resources for evaluation by the Sick Leave Bank Board (See Section 2-4).
 - 2. The Sick Leave Bank Board will then review the request and make a determination, by majority vote, regarding authorization of a sick leave transfer.
 - i. Under Six (6) Months of Sick-Leave Benefitted Employment. These employees are not eligible for transfers of sick leave hours from the Sick Leave Bank.
 - ii. More than Six (6) but Less than 12 Months of Sick-Leave Benefitted Employment. These employees are eligible to receive up to 80 hours of leave from the Sick Leave Bank. Additional hours for these employees may be authorized upon full depletion or imminent full depletion of the original transfer and any additionally earned leave, only by unanimous approval of the Sick Leave Bank Board members.
 - iii. After 12 Months of Sick-Leave Benefitted Employment. These employees are eligible to receive up to 173.33 hours (equivalent

to a full-time monthly pay period) of leave. Additional hours for these employees may be authorized upon full depletion or imminent full depletion of the original transfer and any additionally earned leave, only by unanimous approval of the members of the Sick Leave Bank Board.

3. Actual transfer of sick leave hours to an eligible employee may be less than the full amount authorized, if less is taken or if the Sick Leave Bank balance remains insufficient to cover authorized transfers after all donations are received. If the Sick Leave Bank is insufficient to cover authorized transfers, the receiving employee will need to take leave without pay for the duration of their absence.

d. Criteria for Determination of Authorization for Transfer.

1. An employee should have made a conscientious effort to accumulate leave time balances that are sufficient, in the Sick Leave Bank Board's opinion, to meet the demands of expected absences.
2. An employee's request for additional sick-leave time beyond the initial 173.33 hours should, in the opinion of the Sick Leave Bank Board, reflect an unexpected circumstance, extended recovery or life-threatening situation.
3. The Sick Leave Bank Board may, in its sole discretion, provide additional hours if needed.
4. While an employee may apply for a transfer prior to the use of all of his/her combined available accumulated compensatory time, holiday time, sick leave, personal leave and vacation time, all of those combined hours must be exhausted prior to the final transfer and utilization of donated hours made possible by this program.

- (j) **Personal Leave.** Benefit eligible employees may use up to 16 hours of sick leave, if approved in writing by the department head, on an annual basis for any purpose. Personal leave for less than full-time employees may be granted on a prorated basis.

(k) **Workers' Compensation.**

- (1) **Eligibility.** Employees who suffer job-related injuries or disease may be entitled to workers' compensation benefits for medical expenses and lost wages, in accordance with State law.

- (2) **Verbal Report.** Employee must verbally report the injury or disease to their supervisor immediately. Alcohol and drug testing may be required if the employee's own actions or omissions could possibly have caused the accident that led to injury. Failure to report the injury and to timely submit to testing, if required, could result in discipline or discharge.

(3) **WARNING:**

IF YOU ARE INJURED ON THE JOB, WRITTEN NOTICE OF YOUR INJURY MUST BE GIVEN TO EMPLOYER WITHIN FOUR WORKING DAYS AFTER THE ACCIDENT, PURSUANT TO SECTION 8-43-102(1), COLORADO REVISED STATUTES. DELIVER THE NOTICE TO HUMAN RESOURCES.

IF THE INJURY RESULTS FROM YOUR USE OF ALCOHOL OR CONTROLLED SUBSTANCES, YOUR WORKERS' COMPENSATION DISABILITY BENEFITS MAY BE REDUCED BY ONE-HALF IN ACCORDANCE WITH SECTION 8-42-112.5, COLORADO REVISED STATUTES.

- (4) **Treatment.** Gunnison County has the right to require that employees are treated by a treating physician selected from a list of physicians designated by employer. Failure to use a physician from the designated list may result in loss of medical benefits. Contact Human Resources to arrange an appointment with the designated treating physician.

- (5) **Limited Duty.** The treating physician may recommend that an injured employee return to work on limited duty. In such event and at the discretion of Gunnison County, the County may require the employee to return to work performing duties within the medical restrictions even if such work is different than the employee's regular job duties. An employee's refusal of limited duty while on non-FMLA designated Workers' Compensation leave may result in termination of temporary disability benefits and is a basis for discipline or discharge. If an employee is entitled by law to FMLA leave, refusal of limited duty will

reduce the employee's Workers' Compensation benefits by up to 50%, but such refusal will not be a basis for discipline or discharge.

(6) Family and Medical Leave. Family and Medical Leave will run concurrently with any eligible on-the-job Workers' Compensation leave.

(7) Compensation during Workers' Compensation Absences. Workers' compensation insurance benefits may compensate you if you are unable to work or may work only a reduced schedule. If you are unable to work as the result of a work-related injury or occupational disease, compensation (wage replacement) benefits will be based on 2/3 of your average weekly wage up to a maximum set by law. If you return to work with reduced wages while on modified duty or with a reduced schedule, workers' compensation insurance will pay 2/3 of the difference between the average weekly wage at the time of the injury and the part-time earnings. No compensation is payable for the first three days' disability unless the period of disability exceeds two weeks.

If workers' compensation insurance does not cover the first three days of lost work, the employee will receive his/her full salary or wages from the County during the initial three calendar days of leave following the date of the injury/illness (or the first 24 hours of leave for an employee on an approved modified schedule).

If a full-time or scheduled part-time employee is unable to return to his/her regular work schedule after the initial period of three calendar days (or 24 hours for an employee on a modified schedule), the County may continue to pay the employee 10% of his/her regular rate of pay for up to 176 hours of additional eligible leave time. This payment from the County is in addition to the non-taxable 66-2/3% of wages payment that the employee receives from the Workers' Compensation Insurance carrier.

(8) Continuation of Benefits. Employees who are on leave for a workers' compensation injury with County compensation will continue to be eligible for all County benefits that they currently receive when actively at work. While on unpaid leave without County compensation, employees may receive workers' compensation benefits, but employees will not accrue vacation and sick leave. Also, as with all other types of unpaid leave, holidays, jury duty and personal leave are not granted and no contributions are made to the retirement plan, and the employee will not receive accumulation of seniority or any other employment benefits.

(9) Reporting Medical Status. During leave for a workers' compensation injury or illness, an employee must keep their supervisor informed of their medical status in regard to their ability to return to work. The County reserves the right to request periodic reports regarding the employee's medical status from the designated medical provider.

(I) Family Medical Leave Act and Military Family Leave.

(1) Eligibility Requirements for FMLA Leave. An employee who has been employed for at least one year and for at least 1,250 hours during the preceding 12-month period is eligible for Family Medical Leave Act leave.

(2) Acceptable Uses of Family Medical Leave. Eligible employees will be granted Family Medical Leave for a maximum of 12 weeks during a single 12-month period for the following reasons:

- a. Incapacity due to pregnancy, prenatal medical care, childbirth;
- b. To care for the employee's child after birth, or placement for adoption or foster care;
- c. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- d. Serious health condition that makes the employee unable to perform the employee's essential job duties.
 1. Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.
 2. Continuing Treatment. Subject to certain conditions, the continuing

treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

(3) Acceptable Uses of Military Family Leave. Eligible employees with a spouse, child or parent who experiences a qualifying event directly related to being deployed to a foreign country may take up to:

- a. Active duty Military Family Leave. 12-weeks of leave in a single 12-month period to address certain qualifying exigencies. Qualifying exigencies may include:
 1. Attending certain military events;
 2. Arranging for alternative childcare;
 3. Addressing certain financial and legal arrangements;
 4. Attending certain counseling sessions;
 5. Attending post-deployment reintegration briefings.
- b. Military Caregiver Leave: 26-weeks of leave in a single 12-month period to care for an employee's parent, child, spouse or next of kin in the following instances:
 1. They are caring for a current member of the Armed Forces, National Guard or Reserves who has a serious injury or illness incurred or aggravated in the line of duty on active duty.
 2. They are caring for a veteran who was a member of the Armed Forces, National Guard or Reserves at any time during the period of five years preceding the start of treatment, recuperation or therapy.
 3. The injury or illness for which the service member is undergoing medical treatment, recuperation or therapy is on outpatient status, or is on the temporary disability retired list and must make the service member medically unfit to perform his or her duties. In the case of a veteran, the qualifying illness or injury must have been incurred or aggravated in the line of duty and manifests itself before or after the service member became a veteran.

(4) Leave Granted. Family Medical Leave and Military Family Leave will use the same measurement for a single 12-month period. The 12-month period is measured backward from the last date an employee uses FMLA leave. There are exceptions: For a birth or placement of a child for adoption or foster care, the entitlement period will expire 12 months from the date of the birth or placement.

FMLA leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the County's operations. Leave due to qualifying exigencies (e.g., emergencies) may also be taken on an intermittent basis. For a birth or adoption, intermittent leave can only be taken if the employee and the appropriate department head agrees to such an arrangement. Employees taking intermittent or reduced-schedule leave based on planned medical treatment and those taking intermittent or reduced-schedule family leave with the department head's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

When Gunnison County employs both spouses, they may only take 12 weeks between them for leave related to the birth, foster placement, or adoption of a child, or to take care of a sick parent. However, each spouse is eligible for a separate entitlement of leave to care for each other, their children or themselves.

(5) Substitution of Paid Leave for Unpaid Leave. While on Family Medical Leave or Military Family Leave, the County requires employees to use accrued paid leave, unless collecting Gunnison County Workers' Compensation benefits. FMLA leave is without pay when paid leave benefits are exhausted. Exception: Employees may request that up to 40 hours of paid leave benefits remain in their account when unpaid leave begins.

Compensatory time off accrued in lieu of the payment in cash of FLSA-required statutory overtime pay is not a form of accrued personal leave, nor is it identified in FMLA as an accrual that may be substituted for unpaid FMLA leave. A County employee may elect, subject to County Manager approval, to use accrued paid vacation leave, personal leave, sick leave and compensatory time off for an absence that would otherwise qualify as a reason for taking FMLA leave. If the employee does so, the County may not designate the

absence as FMLA leave and thereby reduce the employee's FMLA leave entitlement.

- (6) Benefits and Protections.** During FMLA leave, the County maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the County for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, vacation and sick leave will not accrue during any unpaid leave. Also when on unpaid leave, holidays, jury duty and personal leave are not granted and no contributions are made to the retirement plan. The employee will not receive accumulation of seniority or any other employment benefits during leave without pay.

- (7) Employee Responsibilities.** If there is any circumstance that may qualify for the use of FMLA leave, an employee or their supervisor/manager must provide the completed FMLA paperwork to Human Resources 30 days in advance of the need to take FMLA leave when the need is foreseeable. When a 30-day notice is not possible, the employee or their supervisor/manager must provide notice as soon as practicable and generally at a minimum must comply with their supervisor's normal notification requirements for unexpected leave.

Employees must provide sufficient information for the County to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform Human Resources if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. Request for certification will be made by Human Resources if, in the opinion of management, it is necessary. The County may require second and third medical opinions at the County's expense. Documentation confirming family relationship, adoption or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action.

The County reserves the right to designate leave as Family Medical Leave Act leave if an employee on leave has not followed the above procedures.

- (8) Employer Responsibilities.** The County will provide up to 12 weeks or up to 26 weeks (for Military Family Leave) of unpaid, job-protected leave to employees who meet the eligibility requirements above.

The County will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the County will provide a reason for the ineligibility.

The County will inform employees taking leave if the leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the County determines that the leave requested is not FMLA-protected, Human Resources will notify the employee.

- (9) Return to Work Following Leave.** Before returning to work, an employee who has taken FMLA leave for a personal medical condition must present proof that they are physically able to return. This should be done by presenting a "Release to Work" form or any equivalent, completed by the attending physician. Release to Work forms may be obtained from Human Resources. The Release to Work form must state that the employee can return to his/her regular work schedule and resume performance of all the essential duties required

in the employee's position, or can return to his/her position on a restricted or modified-duty basis, as defined by the attending physician, resuming performance of all the essential duties required in the employee's position with reasonable accommodation. Gunnison County reserves the right to deny modified or restricted duty. Employees on leave must contact Human Resources at least two business days before their planned return to work.

(10) Failure to Return from Leave. The failure of an employee to return to work upon the expiration of an FMLA leave of absence will subject the employee to possible termination unless an extension is granted prior to the return date. An employee may also request additional sick leave (see Section 4-3(i)).

(11) Unlawful Acts. FMLA makes it unlawful for the County to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

(12) Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the organization. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

(m) Disability Leave.

(1) Long-Term Disability. In the case of long-term disability, upon the recommendation of the appropriate department head and approval of the County Manager, disability leave may be extended. In such instances, a written statement from the attending physician indicating the employee's medical condition and anticipated date of return may be requested by Human Resources. The approximate date that the employee will return to work shall be communicated in writing by the employee to the appropriate department head.

(2) Continuation of Benefits. Employees who are on approved disability leave with pay will continue to be eligible for all County benefits that they normally receive when on regular status. On approved unpaid leave, vacation and sick leave will not accrue, and holidays, jury duty and personal leave will not be granted. The County will not make any contribution during the leave without pay period for retirement or group insurance programs. The employee may be entitled to continue participation in all group insurance programs during the leave provided that the employee deposits with the County the amounts necessary to cover the total cost of the premium(s). Information as to availability of continuing participation in group insurance programs may be obtained from Human Resources.

(3) Failure to Return to Work. An employee who fails to return to work at the end of authorized leave may be disciplined, which can include termination.

(n) Reemployment after Disability or Injury. A former employee separated from Gunnison County due to disability or work-related injury, and who has received a full release from his/her attending physician that the former employee is physically and mentally capable of performing the duties outlined in the position description, may be considered for position vacancies by entering the recruitment process. See Section 3-3 for more information.

(o) Military Leave. Employees granted a military leave of absence shall be reinstated and paid in accordance with the laws covering veteran's re-employment rights.

Under Colorado law, the County will grant service members military leave without loss of wages for up to 15 days in the leave year established by the employer; and to maintain seniority, status, efficiency rating, vacation, sick leave, and other benefits of the service member for those days. Should military leave extend beyond 15 days, the provisions of other veteran statutes, including federal laws governing the rehire of veterans, continue to apply to public sector employers. (C.R.S. 28-3-601).

Under federal law, in addition to the 15 days of paid leave provided by Colorado law, if you are a member of the U.S. Armed Forces Reserve or the National Guard, or you are performing other protected uniformed service, you are granted an unpaid leave of absence when called for active or inactive duty training.

This time is granted in addition to earned vacation time. However, if you desire to use your vacation time for this purpose, you may voluntarily do so if you make a request in writing.

If you are called to serve in a branch of the U.S. Armed Forces for an extended period, you may be reinstated, in accordance with the provisions of the law, upon returning to the Company after separation from military service.

The Company prohibits retaliation against any employee for taking time off under this policy. If you believe there has been a violation of our retaliation standard, please contact the Human Resources Department.

(p) Domestic Abuse Leave.

- (1) Eligibility.** Employees who have been employed by the County for more than 12 months, and who are victims of the following events: Domestic violence or abuse, stalking, sexual assault, or any other related crime are eligible for three working days off in any 12-month period. The 12-month period is measured backward from the last date an employee uses domestic abuse leave. Such leave is without pay, except to the extent accrued paid leave is available as set forth in paragraph (3) below.
- (2) Use of Leave.** The employee may use the leave for the following reasons: Seeking a civil protection order to prevent domestic abuse; as a result of domestic abuse, stalking, sexual assault or any other crime involving domestic violence; obtaining medical care or mental health counseling for themselves or their children to address physical or psychological injuries arising from the act or crime; making his/her home secure from the perpetrator or seeking new housing to escape the perpetrator; seeking legal assistance to address the issues and attending and preparing for court-related proceedings arising from the act or crime.
- (3) Paid Leave Substitution.** Gunnison County will require employees to use accrued paid leave before leave without pay will begin.
- (4) Notice Requirements.** Employees must provide written verification of the need for leave. Verification can be in the form of a police report, a court order, or documentation from a medical professional, domestic violence advocate, health care provider or counselor stating that the employee is in some way a victim of domestic violence unless it is a case of imminent danger to the health or safety of the employee, an employee seeking such leave from work must provide his or her employer with appropriate advance notice.

(q) Community Role/Leave for Volunteer or Public Purpose.

- (1) Effect on Employee's Job and County Interests.** Professional, charitable and civic organizations provide an excellent avenue for developing relationships with others and taking an active interest in the community is a practice of good citizenship. Employees are encouraged to participate in such activities, but participation in community affairs must not conflict with the employee's job duties or responsibilities to the County.
- (2) Participating in Professional, Charitable and/or Civic Activities.** Normally, time spent participating in professional, charitable and/or civic organizations and activities should be outside of the employee's working hours and is not considered hours worked for pay purposes. However, if an employee is serving in a volunteer capacity for a circumstance that requires the local volunteer fire department or a Gunnison County Sheriff's Reserve officer be present, the employee's time away from their regular duties will be considered hours worked for pay purposes, if approved by the employee's supervisor prior to the absence. Also, time spent in work for charitable, public or similar purposes in the capacity of County representative, at the County's request or under its direction or control is considered hours worked for pay purposes. Under these circumstances, reasonable hours worked and expenses incurred may be reimbursed by the County under the same rules and regulations governing regular work situations. All voluntary employee participation in community affairs involving time away from the job is subject to prior written supervisor approval.
- (3) Political Activity.** See Section 5-8 for more information.

(r) Court Leave.

- (1) Court Leave Granted.** An employee who is required to appear as a potential juror or serve as a juror shall be granted Court leave to serve in that capacity. Leave will be with

pay for all hours that fall during the employee's regular work schedule. Employees will be granted a maximum of 10 working days of paid court leave per calendar year. For required service resulting in absence from work beyond this 10-day limit, an employee will be expected to use the employee's accrued time benefits or enter a leave without pay status.

- (2) Pay During Court Leave.** Any employee, except a Sheriff's Office employee, who has received payment from the State of Colorado for their services during a court case and who has been granted Court leave with pay from the County, shall turn over to the County any fee paid by the Court, with the exception of pay for travel which may be retained by the employee. For required service beyond the 10-day limit explained above, employees will not be required to turn over any fee paid to them by the Court.

5. EMPLOYEE CONDUCT

- 5-1 Electronic Communications and Public Records.** Gunnison County has established policies with regard to access and disclosure of electronic communications created, sent or received by County employees using the County's electronic communications systems. This includes telephone, voicemail, email, internet, social media, or any other form of electronic communication, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval.

The electronic communications systems are purchased and maintained by the County and provided to employees to assist them in the conduct of County business. The electronic communications systems permit employees to communicate with each other internally and with outside individuals and agencies. The policies governing the use of the electronic communications systems are as follows:

- (a) County Property.** The electronic communications systems hardware and software are County property. Electronic communication systems include, but is not limited to, desktop computers, laptop computers, tablets, smart phones, facsimile machines, document scanning devices, and similar such equipment owned, operated or maintained by the County. Employees have no reasonable expectation of privacy in any communication sent or received through County electronic communications systems.
- (b) Records.** Record retention of public records applies to all records, including those that exist in electronic form. Pursuant to applicable open records laws, Gunnison County strives to assist the public in locating and reviewing any specific electronic records unless such records are specifically exempted from disclosure by law. Thus, all records, including those of elected officials, are potentially subject to public disclosure.
- (c) Use.** To ensure the appropriate use of electronic communications systems, all employees shall use the County's software and hardware for official, County-business related purposes only.
- (1) Software.** The County will allow only County-authorized software to be stored or executed on its computers. Recognition is given to the unique needs of particular departments and programs; however, the software must be approved for compatibility by the IT Department prior to installation. Software installed with the intention of protecting devices and peripherals, such as anti-virus software, shall not be removed or disabled unless authorized by the IT Department. All software license agreements and copyright laws shall be adhered to and copies of license agreements provided to the IT Department.
- (2) Email, Social Media and Internet Use.** Email, social media and internet access must be used in a manner that maintains public trust and confidence in the County. Email and internet access are provided for the County's official public business. Examples of appropriate use of email, social media and the internet are as follows:
- a. Facilitating Communications. Facilitating communications and transfers of documents between employees, citizens and others concerned with County business.
 - b. Accessing Data. Accessing databases and files to obtain work-related reference material or to conduct work related research.
 - c. Expediting Administrative Duties. Expediting administrative duties in direct support of work-related functions.
 - d. Professional Development. Communicating with individuals or professional organizations regarding professional and career development.
 - e. Personal Use. As with telephones, email and internet access are intended for fast and efficient communications. However, personal use of email, social media and the internet should be limited in the same manner as local telephone calls so as not to interfere with the employee's duties. Any opinions stated on personal emails or social

media sites will be clearly marked as personal opinions and not necessarily the opinion of Gunnison County. Personal use of electronic communications systems will be determined by the appropriate department head.

- (d) **Use Violations.** No person shall use County communications systems to:
- Violate any municipal, county, state or federal law or regulation.
 - Promote any commercial venture, political campaign, or personal purpose.
 - Raise funds or engage in public-relations activities that are not directly related to County business.
 - Intentionally disrupt network or system use by others, either by introducing worms or viruses or by other means.
 - Engage in any activities that could cause congestion and disruption of networks and systems, such as sending or forwarding spam, joining news subscription services, streaming audio or video, and sending or receiving graphic or animation files not directly related to County business.
 - Download, send, or receive copyrighted materials, trade secrets, proprietary financial information or similar materials without authorization and prior consent.
 - Transmit, store, or receive with foreknowledge any pornographic, racist, sexist or harassing material.
- (e) **Privacy and Security.** Employees should have no expectation of privacy regarding the use of electronic media through electronic communications systems hardware and software owned by the County. Any information or data contained in any electronic system owned by the County is available to the County at all times and may be subject to audit, intercept, access and disclosure for reasonable purposes, including discipline by the County. In addition, the County reserves the right to monitor, including monitoring in real time, any use of electronic media through electronic communications systems hardware and software owned by the County.
- (1) **Public Record.** Correspondence of an employee in the form of email and/or social media may be a public record under applicable public records laws and County policies.
- (2) **Access.** The County reserves the right to implement the use of electronic tools that monitor and/or restrict the transmission of email and the use of the internet. Further, the use of passwords for security does not guarantee confidentiality. No unauthorized password protection or encryption mechanism may be used without prior approval of the employee's supervisor or the IT Department. Notwithstanding the County's right to retrieve and read any electronic communication messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees may not retrieve or read any electronic communication messages that are not sent or copied to them unless authorized to do so. Employees shall not use a code or password, access a file or system, or retrieve any stored information of other users, unless the employee is authorized by his/her supervisor, the County Manager, or the County Attorney to do so.
- (f) **Disciplinary Action.** Violation of these policies may subject an employee to discipline up to and including termination.

5-2 Smoking Prohibition – County Facilities and Vehicles. Tobacco use remains the leading cause of preventable disease and death in the United States. According to the United States Surgeon General, there is no safe level of exposure to secondhand smoke. Research indicates that a majority (70%) of tobacco users want to quit, and policies that prevent smoking have been shown to increase productivity while reducing employee medical costs and time lost due to sick days.

- (a) **Smoke.** Particles released into the air from pipes, cigars, cigarettes and/or electronic smoking devices.
- (b) **Smoking.** The act of releasing particles into the air from the use of pipes, cigars, cigarettes and/or electronic smoking devices.
- (c) **Electronic Smoking Devices.** Any device that when activated emits a vapor, aerosol, fume or smoke to deliver nicotine or any other substance to the person inhaling from the device, including but not limited to e-cigarettes, e-cigars, e-pipes, vape pens, e-hookahs, inhalant delivery systems or any other similar product by any other name or descriptor. An electronic smoking device includes any component, part or accessory of such device whether or not sold separately, regardless of nicotine content or any other substance intended to be vaporized or aerosolized for human inhalation during the use of the device.

- (d) **Facilities.** Physical buildings/structures under the control of Gunnison County whether such property is owned or leased.
- (e) **Perimeter.** Gunnison County strives to promote public environments that are free from the effects of smoking. Therefore, smoking and/or the use of electronic smoking devices is not permitted within 30 feet of any Gunnison County facilities by all persons, including but not limited to employees, agents, subcontractors, interns, volunteers and visitors. County employees with the authority to hire subcontractors and vendors are responsible for ensuring that they adhere to this policy.
- (f) **Smoking During Job Duties.** Employees are prohibited from smoking during the performance of their duties. This prohibition does not include lunch breaks and rest periods taken further than the perimeter defined in Section 5-2(e).
- (g) **Vehicles.** Smoking is prohibited within vehicles or equipment leased or owned by the County.
- (h) **Neighbors.** Gunnison County intends to maintain good relationships with its facilities' neighbors. Therefore, trespassing, loitering or littering on neighboring properties to smoke during the course of employment is prohibited.
- (i) **Cessation Assistance.** Gunnison County is committed to supporting employee efforts to quit smoking. Cessation resources and support are available to employees through the County website, the Human Resources office, and the Health and Human Services Department. Employees can also call the Colorado Quitline at 1-800-QUIT-NOW (1-800-784-8669). For the purposes of cessation, the use of FDA-approved nicotine replacement therapy products, including patches, gum or lozenges is permitted under this policy.
- (j) **Non-Compliance.** Violation of this policy by employees may be cause for disciplinary action up to and including termination.

5-3 Drug and Alcohol Policy. Gunnison County has adopted a drug-free workplace policy with the goal to foster a work environment free from the effects of illegally used or possessed drugs and alcoholic beverages. Abuse of drugs and alcohol impairs employee judgment resulting in increased safety risks, employee injuries and faulty decision-making.

Gunnison County supports treatment efforts related to drug and alcohol abuse. Among other treatment options personally sought by any employee desiring assistance or information, employees may receive consultation, advice and referrals via the Employee Assistance Program (EAP). Information relative to the EAP is available on the County's website and in the Human Resources office.

Important: Some Gunnison County departments may have additional procedures over and above those listed below in order to comply with state or federal rules/regulations/laws. For example, positions requiring the operation of a commercial motor vehicle or aircraft are subject to the most current drug/alcohol regulations and procedures established by the Department of Transportation. **Those laws, regulations and procedures will prevail in any conflict with the policies outlined below.**

- (a) **County Premises.** Except as expressly permitted in this Section 5-3, employees shall not manufacture, distribute, dispense, possess, use, sell, gift or transfer alcohol or controlled substances on any County premises or worksite at any time, or work after the apparent use of alcoholic beverages or controlled substances, except that an employee may possess or use non-prescription medications if he/she does so to address a medical need that requires treatment during working hours or on County property and in accordance with the manufacturer's or dispensing pharmacy's directions for use of such medication(s). Exception: Possession and consumption of alcohol are permitted on County premises during County-hosted events with prior approval by the County Manager, as outlined in Gunnison County Resolution #2019-14.
- (b) **Pre-Employment Testing.** Employees who are required to perform duties that involve the use of certain equipment or the following of procedures which may have the ability to negatively impact other persons' safety are subject to pre-employment and periodic drug and alcohol testing.
- (c) **Prescribed Drugs.** Excluded from the policy are prescribed drugs when used in the manner, combination and quantity either as directed by a prescribing health care provider or dispensing pharmacy, unless job performance could be affected such that the employee is unable to perform his/her job duties or poses an undue risk to fellow employees or the public. Employees who must use a non-prescription or prescription drug that may affect their ability to perform work in a safe and/or effective manner must notify their supervisor prior to starting work. The supervisor need not be told what the drug is or what it is being taken for, only how it may affect the employee's work

performance. Employees must present a completed Medical Exception Form, available via the County website or Human Resources, to their supervisor when notification is made.

- (d) **Marijuana.** Marijuana, whether for recreational or medical purposes, is not a prescription drug and is considered a prohibited controlled substance under these policies.
- (e) **Operation of Vehicles and Equipment.** At no time will an employee operate a County vehicle, a private vehicle used for County business, or County equipment if the employee is or is reasonably suspected of being impaired by drugs and/or alcohol, as determined by the employee's supervisor, department head, or the County Manager.
- (f) **Drugs/Alcohol Influence and Violations.** All employees are expected to report to work in a fit mental and physical condition to perform their assigned duties. An employee shall not report for work or remain on duty while consuming, possessing or being under the influence of drugs and/or alcohol, except as expressly permitted by this Section 5-3.

If an employee appears to be affected by or under the apparent influence of drugs or alcohol while in the workplace, the employee may be required to submit to drug or alcohol testing. Refusal to submit to requested drug or alcohol testing will be cause for disciplinary action up to and including termination. Employees should also not consume any drugs/alcohol after being required to test and before testing is complete. See Section 5-3(g) and Section 6 for further detail.

Any employee who is convicted of a criminal offense involving drugs or alcohol that occurs in the workplace, in a County vehicle, or during the performance of the employee's job duties must notify the County Manager within one business day of such conviction or plea. If an employee is found in violation of this policy, if required testing confirms drug/alcohol use, or if an employee is convicted or pleads guilty or no contest to drug/alcohol related violations while in the workplace, they will be subject to disciplinary action up to and including termination.

If an employee has a reasonable basis to suspect that another employee is in violation of this policy, the employee shall report his/her suspicions to his/her supervisor. If the supervisor is not available, the employee shall report the concern to Human Resources. All such reports shall be held in confidence to the extent permitted by law. The supervisor or Human Resources shall take immediate steps to ensure compliance with this policy. Any employee who makes a false report to a supervisor under this paragraph may be subject to discipline, up to and including termination.

(g) **Reasonable Suspicion Testing Procedures.**

(1) **Authority to Test.** Gunnison County may require an employee to submit to alcohol or drug consumption testing if the County believes that the employee is or has been under the influence of drugs or alcohol on the job or if work performance appears to be impacted by drug or alcohol use. Gunnison County will pay for the initial testing, and such testing may include not only for drug or alcohol use on the job but also use during off-work hours. Supervisors, or their designated representatives, are authorized to determine, that alcohol or drug testing should be conducted. An employee may be suspected of alcohol and/or drug consumption based on the appearance of symptoms including, but not limited to:

- a. **Appearance.** Flushed complexion, disheveled hair/clothing, tremors, puncture marks, dilated/constricted pupils, profuse sweating, bloodshot eyes, inappropriate wearing of sunglasses, runny nose/sores, dry-mouth symptoms, etc.
- b. **Behavior.** Violation of a safety rule or other unsafe work incident; incoherent, slurred, silent, confused, slowed or whispering speech; confusion, mood swings, euphoria, lethargy, lack of coordination, paranoia, disorientation, etc.
- c. **Motor Skills with Balance, Walking or Turning.** Swaying, falling, staggering, stumbling, reaching for support, etc.

(2) **Time Limits and Testing.** If determined that there is cause for testing, testing procedures will begin immediately unless circumstances render it impossible or impracticable to do so. The suspect employee will continue in a paid status, but will not return to work until after negative drug and/or alcohol test results are received by their supervisor, or until the employee is directed to do so subsequent to the County Manager's determination of action following any non-negative drug and/or alcohol test results.

(2) **Test Results.** The suspect employee must provide, via the appropriate Health Insurance Privacy and Portability Act (HIPAA) release form(s), permission for Gunnison County to receive and discuss test results with the testing facility and any subsequent counseling details with the substance abuse counselor, if one has been assigned. Failure to provide

this permission will subject the employee to disciplinary action up to and including termination, and the employee will not be permitted to return to work until a determination is made by the County Manager as to what action(s) will be taken. An employee MUST have a current doctor's prescription and MUST be under the prescribing doctor's care if taking any type of prescription medicine that can create impairment. If an employee tests positive and cannot produce a valid current prescription filled prior to and consumed according to physician directions, the test will report a positive result and may require further evaluation.

(3) Delayed/Refused Testing. At the County Manager's discretion, the employee may be suspended with or without pay pending the determination of additional actions, up to and including termination.

(4) Periodic Testing Following a Positive Result. Any employee who has been found to be in violation of this policy may be subject to periodic unannounced testing for up to one year following the most recent violation or a date recommended by their assigned substance abuse counselor, whichever is longer.

5-4 Use of County Property.

(a) Employee Responsibilities. It is the duty of every County employee to protect and conserve County property. All employees shall use County-owned property and equipment for County-approved purposes only. Gunnison County reserves the right from time to time to reasonably search any property owned by the County, with or without notice.

(b) Hard Keys and Access Badges. Pursuant to Policy #5.1.1 (Hard Key and Access Badge Issuance/Replacement/Return), all hard keys and access badges with access to Gunnison County facilities are the sole property of Gunnison County, and access to County facilities shall be limited to personnel whose work requires it. Employees who are issued keys or access badges are required to read Policy #5.1.1 and sign the Receipt for Keys or Access Badges form. These documents can be found on the staff intranet.

(c) Overnight and Long-Term Parking Prohibition. Pursuant to Policy #5.1.2 (Overnight and Long-term Parking Prohibition), overnight and/or long-term parking of personal vehicles in County parking lots adjacent to County buildings located within the City of Gunnison, specifically those adjacent to the Blackstock Government Center, Family Services Center, County Courthouse and fairgrounds facilities, is not permitted without the prior written approval of Gunnison County.

5-5 Outside Employment.

(a) Incompatibility. No County employee shall engage in any outside employment or other activity that is a conflict of interest (see Section 5-6) with the proper discharge of the employee's County office or position. Employment outside the County may be reviewed by the appropriate department head and the employee may have to terminate his/her outside employment activities to maintain their employment with the County.

(b) Multiple County Positions. No County employee shall hold more than one position concurrently within the Gunnison County personnel structure without prior approval of the appropriate department head, Human Resources, the Finance Director and the County Manager.

5-6 Conflict of Interest.

(a) No Conflicts of Interest. The County shall strive to promote public confidence in government by assuring the people of Gunnison County of the impartiality and integrity of County employees. As such, all employees will strive to ensure that their actions do not present a conflict of interest. The failure to avoid or to address conflicts of interests may be grounds for discipline, up to and including termination.

(b) Business Interests. It shall be a conflict of interest for a County employee or a member of the employee's family (see glossary for definition) to have a personal financial interest in any business transaction with or involving the in County, unless such transaction is unrelated to the employee's position and job responsibilities and does not involve the department or office in which the employee works. In the event of such a conflict, the employee shall immediately disclose the financial interest to the appropriate department head or to the County Manager and refrain from engaging in any conduct that could influence or be perceived to influence any County decisions regarding the transaction in which the employee or a member of the employee's family has a financial interest.

- (c) **Compensation and Gifts.** Pursuant to Colorado Constitution Article XXIX , C.R.S. §24-18-101 *et seq*, and the State of Colorado Independent Ethics Commission (IEC) guidelines, local government employees and elected officials are prohibited from soliciting, accepting or receiving any gift or other things of value having either a fair market value or aggregate actual cost greater than valued in excess of \$65 (or as adjusted for inflation every four years by the IEC) in any calendar year, with limited exceptions. Gifts may take many forms and can include travel, discounted purchases, favorable loan conditions, etc., and many decisions by the IEC address the issue of whether a given item qualifies as a gift for purposes of Article XXIX. If an individual pays for an item, or otherwise provides consideration, the giving of value in exchange for a thing of value, the item may not qualify as a gift. While family members of covered individuals generally do not fall within the jurisdiction of the IEC, if a gift is given to a spouse or child, it may be prohibited by Article XXIX. For purposes of Article XXIX, gifts may include money, forgiveness of debt, loans, rewards, travel (with some exceptions), promises of future employment (in certain circumstances), favors and services, some forms of honoraria, entertainment, or special discounts not available to others. Exceptions to the gift ban may include campaign contributions; unsolicited items of trivial value (pen, desk set, notepad, calendar, etc.); unsolicited tokens of appreciation (plaque, trophy, etc.); admission to and the cost of food and beverages at a reception, meal or meeting when the individual is participating as a speaker or presenter; travel to conventions or meetings when the offer is made *ex officio*, is related to the person's official duties, is of benefit to the state, the individual is representing the state, or the state pays dues to the sponsoring organization (other exceptions may apply depending on circumstances); gifts from relatives and friends; or bonuses or other incentives or compensation paid in the course of employment.

5-7 Handling Confidential Information. No County employee shall disclose confidential information entrusted to or acquired by the employee by virtue of his/her employment with the County. This includes personal health information protected by the Health Insurance Privacy and Portability Act. For purposes of this Handbook, "confidential information" is defined as information not otherwise public under applicable laws the disclosure of which could cause material harm to the County, a person seeking to do business with the County, or an elected official or employee of the County, or a private citizen who has provided information to the County that the County is required by law to keep confidential.

5-8 Political Activity. County employees may not engage in political activity (including campaigning, fundraising and other partisan political activities) during on-duty hours involving the use of any County property (i.e., telephones, equipment, supplies, etc.), or that impairs their ability to carry out their duties as County employees. If time spent participating in a political activity requires time off work from the County, an employee must use paid vacation, personal leave, earned compensatory time and/or leave without pay that has been pre-approved by the appropriate department head. An employee cannot engage in partisan campaign or political activity while wearing his/her County uniform or badge, or while possessing any other sign, insignia, or item that would suggest that the employee was engaging in political activity in his/her capacity as a representative of the County. Employees must obtain the prior approval of the County Manager before seeking or accepting appointment to public office that would require extended time off work from the County.

5-9 Vehicle, Private Aircraft and Personal Tool Usage. Any employee on County business must comply with the following rules:

- (a) **Seatbelts.** All operators and passengers of Gunnison County motorized equipment and vehicles, and all operators of personal vehicles used for Gunnison County business are required to use safety belts as equipped for that particular vehicle in accordance with state or federal law.
- (b) **Valid Driver's License.** Drivers must have, on their person, a valid driver's license when operating a vehicle.
- (c) **Observance of Traffic Laws.** Drivers and passengers must obey all traffic laws.
- (d) **Loss of License or Insurance Coverage.** If an employee loses his/her driver's license or no longer has insurance coverage as required by law, it must be reported in writing to his/her supervisor immediately.
- (e) **Out-of-State Travel.** All out-of-state travel at the County's expense must be approved by the County Manager in advance of the planned travel (see Section 5-10(d)).
- (f) **Use of Motor Pool and Personal Vehicles.** Except as set forth in this Section 5-9, as well as in Policies #4.3.3 and #4.3.6, employees are required to utilize motor pool vehicles for work-related travel. If an employee is operating a personal or private vehicle in the course of County business,

that vehicle is required to have all insurance coverage required by law.

- (1) Proof of Insurance.** Any employee who uses a personal vehicle in the conduct of County business will be required to provide to the Public Works Department proof of insurance each January and prior to any travel that is eligible for mileage reimbursement. Proof of a valid driver's license will be required at the date of employment, prior to any travel, and if specifically requested at any time by Public Works or Human Resources.
 - (2) Employee Responsibility.** The County is not responsible for any damages or expenses associated with a personally owned vehicle used in the conduct of County business involved in an accident. If an accident does occur, the County will file any employee medical expense claims with the County Workers' Compensation carrier, but the employee should also file a claim with the insurance carrier that covers the vehicle for any vehicle damage and/or expenses for others involved. Employees should inform their insurance agent of the use of their personal vehicle for County business.
 - (3) Training.** County employees who operate motor pool and/or personal vehicles for County business must attend and complete all driver safety courses currently required by the Public Works Department, and they must have a valid training certificate issued no more than 24 months prior to travel. Additional training may be required for drivers involved in automobile accidents while conducting County business.
- (g) Expense Reimbursement.** The County will reimburse personal vehicle expenses as set forth in Section 5-10.
- (h) County Equipment.** Some Gunnison County vehicles are assigned to employees who are authorized to keep the vehicles parked at their residences overnight. In compliance with IRS guidelines, if an employee uses a motor pool vehicle to commute to or from work, such use shall be treated and calculated as taxable income.
- (i) Private Aircraft.** Workman's Compensation insurance is not available for County employees who operate aircraft in the course of their employment, and the expense of obtaining special coverage for such employees is excessive. Thus, the operation of private aircraft by County employees in the course of their duties for the County is prohibited. This policy shall not be construed to prevent County employees from utilizing the services of commercial charter aircraft or commercial airlines, nor shall it be construed to prohibit the use of private aircraft for private purposes. This does not apply to the operation of unmanned aerial vehicles (drones).
- (j) Personal Tools.** Any person's tools, defined as those items necessary in the performance of the duties of any County employee and which are supplied by the employee and remain that employee's personal property, shall be covered by the County's insurance carrier against fire, theft, water damage, loss in vehicular accident, building collapse, or other reasonable damage while used and/or stored in or on County property, including County vehicles. The County shall pay any deductible portion of the insurance coverage, so long as the employee has met all other requirements of this Section 5-9.

The employee is required to exercise normal security in the use and storage of those items. The items must be stored in a locked box or locked storage area, and not left unsecured when not in use or when the shop or storage area, office, etc., is closed for business. When stored on or in a County vehicle, such items shall be kept in a locked container (such as a toolbox, briefcase, etc.) and kept out of sight as much as reasonably possible.

The employee must maintain a detailed written inventory of such items, including replacement values, and provide this inventory to his/her direct supervisor.

It is a prerequisite to any benefit under this policy for the employee to report to the Finance office and County Sheriff any damage, theft or loss of a covered item within three working days of discovery of such damage, theft or loss. It shall remain the employee's right to limit the usage of personal items to any other employees of his/her choice. If an employee loans an item to another employee who loses or otherwise caused the item to be lost, the responsibility for replacement shall not be borne by the County except as otherwise provided in this Section 5-9.

5-10 Travel. Policy #4.3.6 (Travel) outlines Gunnison County's policy related to official business travel. Gunnison County's policy is to utilize County-issued purchasing cards for meal, travel and lodging expenses incurred in

the performance of official business. If a department has special circumstances not addressed in these policies, the department head should submit a request for consideration of such circumstances in writing to the County Manager for approval. Failure to obtain any necessary approvals or inability to document expenditures by acceptable receipts may preclude reimbursement of the employee by the County.

(a) Meals.

(1) Within Colorado. Pursuant to IRS regulations, travel-related M&IE are allowable County expenses only when overnight travel is included. M&IE incurred during same-day travel, in-County meals at the beginning or end of travel, tips exceeding 20%, alcohol, and personal charges are not allowable County expenses. Receipts are required, and expenses will be allowed up to the average of IRS's daily M&IE allowance rates for Colorado, which will be identified and posted to the staff intranet and updated annually. This rate will apply to all travel within Colorado.

(2) Outside of Colorado. For out-of-state travel, refer to the current IRS per diem rate chart (posted to the staff intranet) to determine the maximum allowed for M&IE relative to the area of travel. If the travel location does not have a specific M&IE rate assigned, travelers should use the standard rate for the state.

(b) Lodging. The actual cost of a hotel or motel room (single occupancy) will be allowed when incurred in the course of official County-related business travel. Employees should indicate lodging is tax exempt (in Colorado), when making reservations and use their purchasing card for payment of hotel rooms, which includes the tax exemption number, in order to avoid paying sales and/or lodging taxes whenever possible. Employees should use standard business accommodations or lodging similar in cost to standard business accommodations while traveling on official County-related business.

(c) Transportation.

(1) County Fleet and Personal Vehicles. Employees are required to use fleet vehicles from the Public Works Department motor pool for work-related travel, whenever possible. See Section 5-9 for information related to proper vehicle usage, or see the Policy #4.3.3 (Motor Pool and Personal Vehicle Policy) for more information.

(2) Public Transportation. Reasonable commercial ground, air and rental transportation costs will be allowed for official travel between airports, hotels, conferences or meeting places. Receipts must be provided.

(3) Vehicle Rental. Rental car costs for County-related business will be allowed only when other options are not available to accommodate the purposes of the travel. When renting a vehicle for official County travel, employees should not purchase the rental agency loss damage because the County's insurance carrier provides liability coverage with a \$500 deductible. In the event of an accident, the employee should contact the County's claim contact.

(4) Airfare. The County will allow airfare costs (airfare and one checked bag) for County-related business. Employees making travel reservations should take care to seek the lowest possible fares by making advance reservations whenever possible. If the employee chooses to travel by car when the employee can fly for less (based on the rate available two weeks prior to the trip), only the lesser-cost figure will be reimbursed. Lodging and meal costs incurred during travel by car will not be reimbursed unless these costs, along with mileage, are less than airfare (if purchased two weeks prior) plus ground travel at the destination.

(d) Out-of-State Travel Approval. The County Manager must approve all out-of-state travel prior to the traveler incurring any related expenses, and a completed Out-of-State Travel Request Form should accompany each request.

5-11 Higher Education Degree, Licensing and/or Certification.

(a) Employee Responsibilities at Date of Employment. Gunnison County employees who are employed in a position for which the job description requires a professional license, particular degree, or certification must present documentation verifying such credentials at the time of application for employment.

(b) Employee Responsibilities Prior to Date of Expiration. If the licensing/certification has an expiration date while the employee is in the employment of Gunnison County, the employee must

present the necessary renewal documentation to the appropriate department head prior to any renewal deadline or expiration date.

- (c) **Violations.** Failure to obtain and maintain the necessary licensing/certification by the expiration date may be cause for disciplinary action, up to and including termination (see Section 6). An employee may not provide related services as an employee of the County without required licensing/certification.

5-12 Performance Evaluations. All Gunnison County employees (with the exception of elected officials, the County Manager and the County Attorney) are required to complete an annual individual performance evaluation. When evaluating employees, supervisors should create Individual Success Plans for their subordinate employees based on their job descriptions and the department's Strategic Business Plan measures. Copies of performance evaluations must accompany County Personnel Action Forms and be submitted to Human Resources annually, regardless of whether or not the Personnel Action includes an annual salary merit increase. Copies of each employee's annual performance evaluations are located in their individual personnel files with Human Resources.

5-13 Safety. All Gunnison County employees are required to make safety a vital part of every work effort. Each person is equally responsible for following this policy and for carrying out their work in a safe and proper manner that will protect themselves and their coworkers. All employees should care for and conserve other County resources including equipment, vehicles, building and supplies so that they remain in safe working condition. Further, each employee should inform their supervisor of any job condition or procedure which may be unsafe and a hazard to life, health and/or property.

5-14 Attendance and Punctuality. All employees are expected to be on time and punctual for showing up to work. In addition, regular attendance is considered an essential function and is necessary for the efficient operation of the business. Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. Failure to call in when absent may result in discipline up to and including termination.

5-15 Principles of Ethical Conduct. To ensure that every citizen can have complete confidence in the integrity of Gunnison County, each County employee shall respect and adhere to these fundamental principles of ethical service:

1. Public service is a public trust, requiring employees to place loyalty to the Colorado Constitution, the laws, and ethical principles above private gain.
2. Employees shall not hold financial interests that conflict with the conscientious performance of duty.
3. Employees shall not engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest.
4. An employee shall not, except pursuant to such reasonable exceptions as are provided by regulation (see Section 5-6(c) for more information), solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's agency, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties.
5. Employees shall put forth honest effort in the performance of their duties.
6. Employees shall make no unauthorized commitments or promises of any kind purporting to bind the Government.
7. Employees shall not use public office for private gain.
8. Employees shall act impartially and not give preferential treatment to any private organization or individual.
9. Employees shall protect and conserve County property and shall not use it for other than authorized activities.
10. Employees shall not engage in outside employment or activities, including seeking or negotiating for employment, that conflict with official County duties and responsibilities.
11. Employees shall disclose waste, fraud, abuse, and corruption to appropriate authorities.
12. Employees shall satisfy in good faith their obligations as citizens, including all just financial obligations, especially those such as Federal, State, or local taxes that are imposed by law.
13. Employees shall adhere to all laws and regulations that provide equal opportunity for all Americans regardless of race, color, religion, sex, national origin, age, or handicap.
14. Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards promulgated pursuant to this order.

6. DISCIPLINARY ACTION

When management finds an employee's performance to be unsatisfactory or an employee's conduct to be

unacceptable, disciplinary action may be taken. Discipline may range from informal discussion with the employee to immediate discharge, depending on the County's opinion of the seriousness of the situation. Any action taken by management in an individual case should not be assumed to establish a precedent with regard to other employees or the same employee in other circumstances.

6-1 Reasons for Disciplinary Action. This list is not exhaustive. The County may take disciplinary or corrective action for any behavior or performance that does not meet County standards and expectations. This list is not intended to and does not create a property interest in employment.

- Violation of a policy within this handbook;
- Violation of a hiring-department rule, regulation or policy;
- Neglect of duty, (wasting time on the job, loafing, abuse of break privileges, etc.);
- Interference with department operations (interrupting the work of others, etc.);
- Failure to perform assigned duties in an efficient and effective manner;
- Failure to obtain and maintain any required licensing/certification;
- Insubordination (refusal to follow directions, abusive behavior, etc.);
- Discourtesy to the public or co-workers;
- Illegal activity on the job or illegal activity that casts reasonable doubt on the employee's ability to perform the job effectively;
- Failure to comply with job privacy and confidentiality standards;
- Abuse of sick leave or other benefits granted by the County;
- Working unauthorized overtime;
- Falsification of County records including, but not limited to, employment applications, work records, timesheets, etc.;
- Repeated tardiness or absenteeism that exceeds the standard set for other employees under similar conditions;
- Damage to, misappropriation of, unnecessarily risk of, or failure to properly maintain or protect County property, equipment, tools, or material;
- Stealing or negligent use of County money or property;
- Deliberate or careless conduct endangering the safety or wellbeing of self, coworkers or the public;
- Fighting or attempting to fight during working hours;
- Being under the influence of alcohol or drugs while on duty (see Section 5-3);
- Violation of County conflict of interest rules (see Section 5-6);
- Misrepresentation of one's authority to the public;
- Abusing one's authority to secure personal gain, benefits or favors;
- Behavior inappropriate to one's position;
- Covert acts intended to undermine established authority;
- Harassment of coworkers or members of the public;
- Dishonesty; and
- Absence from duty without authorization.

6-2 Examples of Disciplinary Action. The County does not adhere to a progressive disciplinary policy. Any form of discipline that in management's opinion is appropriate may be imposed singularly, successively or cumulatively at the discretion of the appropriate department head. The County may use the actions listed below or any corrective action that the County deems appropriate.

- (a) **Oral Reprimand, Warning, Counseling.** Any appropriate department head or designated representative may orally reprimand, give warning to and/or counsel a subordinate employee.
- (b) **Written Warning.** Any appropriate department head or designated representative may warn a subordinate employee in writing. A written warning should include the specific behavior(s) being addressed, the desired outcome, any timelines assigned for evaluation of performance improvement, and the potential consequences of the employee's failure to meet the stated performance improvement measures. The written warning will become part of the employee's permanent personnel file housed in Human Resources.
- (c) **Suspension.** Suspension for up to a maximum of 10 days is a disciplinary action for misconduct or other acts or behavior that can include, but are not limited to, the examples set forth in Section 6-1. During a suspension, an employee is not paid wages and does not accrue vacation, sick leave, holiday or other fringe benefits. An employee placed on suspension status will not lose previously accumulated vacation, compensatory time, holiday or sick leave balances, and may continue coverage on the group insurance program in which he or she was participating prior to suspension as long as the employee's share of the premiums is paid. Length of service credit will also continue through the period of suspension.

The appropriate department head or designated representative may orally suspend an employee,

thereby ordering him/her to leave the job site. At the appropriate time, the appropriate department head or designated representative shall provide a written notice of a suspension to the suspended employee, stating the grounds on which the suspension is based. The employee who is placed on suspension shall not come to the work site, call the worksite, or use County property (including but not limited to County electronic mail) unless otherwise instructed by the appropriate department head or designated representative. The employee may contact Human Resources regarding his/her employment.

- (d) **Review Status.** As a result of unacceptable conduct or unsatisfactory performance, an employee may be placed on Review Status and given the opportunity to improve or correct performance or conduct, except in circumstances where, in the opinion of the department head or the County Manager, the type of misconduct involved requires immediate disciplinary action. Behavior that may require immediate disciplinary action includes, but is not limited to, conduct that threatens the public health, safety or welfare of a coworker or citizen, racial, religious or sexual harassment, or conduct which may materially harm the financial or policy interests of the County.

(1) **Initial Notice.** Any appropriate department head or designated representative may place an employee on Review Status, which the department head or designee initiates by issuing a Personnel Action Form listing the change in status and the period of time that the status will be in effect. The appropriate department head or designated representative shall also contemporaneously prepare a written Performance Improvement Plan and provide a copy to the employee. The Performance Improvement Plan shall contain:

- The specific employee deficiencies;
- Substantiation of the deficiencies;
- Corrective action to be taken;
- Trainings that might be helpful;
- The deadline for correction of deficiencies; and
- The possible consequences of not making the corrections.

(2) **Employee Responsibilities.** Once the review period begins, the employee must show immediate and continued improvement in order to avoid further disciplinary action.

(3) **Record of Review Status.** The initial notice of placement on Review Status, the Performance Improvement Plan, and all written progress reviews will be made a part of the employee's permanent personnel file housed in Human Resources.

(4) **Determination.** The placement of an employee on Review Status does not prevent Gunnison County from terminating the employee or taking any other appropriate disciplinary action at any time. NOTHING IN THIS SECTION CONSTITUTES AN AGREEMENT OF EMPLOYMENT FOR A SPECIFIC PERIOD OF TIME OR IS INTENDED TO AFFECT THE AT-WILL EMPLOYMENT RELATIONSHIP.

- (e) **Administrative Leave.**

(1) **Description.** Administrative leave is a term for temporary removal from a job assignment. The most common use of administrative leave occurs when an employee is the subject of allegations of misconduct while on the job. In such instances, administrative leave is used to remove the employee from the situation while investigating the allegations. The County may also place an employee on administrative leave pending the resolution of a criminal case, even when the case is not directly related to the job, or for other reasons at the discretion of the County. While on administrative leave with pay, an employee will receive the same wage as if they were actively at work during regular work hours. On administrative leave without pay, an employee may request that he/she be paid compensation by deducting leave time from his/her compensated absence balances (i.e. vacation, personal and/or compensatory time).

(2) **Responsibilities of Employee.** The employee who is placed on administrative leave shall not come to the work site, call the worksite or use County property, including but not limited to email, unless otherwise instructed by the appropriate department head or designated representative(s). The employee will not use County property, engage in any County business, or engage in any work-related activities unless authorized by the County. The employee will remain available for questioning by County-appointed investigators.

(3) **Continuation of Benefits.** Employees who are on administrative leave with pay will continue to be eligible for all County benefits that they normally receive when on regular status. On unpaid administrative leave, vacation and sick leave will not accrue, and

holidays, jury duty and personal leave will not be granted. The County will not make any contribution during the leave without pay period for retirement or group insurance programs. The employee may be entitled to continue participation in all group insurance programs during the leave provided that the employee deposits with the County the amounts necessary to cover the total cost of the premium(s). Information as to availability of continuing participation in group insurance programs may be obtained from Human Resources.

- (f) **Unauthorized Leave.** An employee who is absent from duty without approval shall receive no wages for the duration of the absence and shall be subject to disciplinary action, up to and including termination.
- (g) **Demotion.** If any disciplinary action includes demotion, that decision may be appealed to the County Manager who will make the final demotion decision in his or her sole discretion.
- (h) **Termination.** See Section 7 for all related definitions, rights, responsibilities and procedures associated with employment termination.

EXCEPTION: For disciplinary and due process procedures, Deputies of the Sheriff's Office shall comply with the disciplinary and due process procedure of the Sheriff's Policy and Procedure Manual, as adopted and amended from time to time by the Sheriff.

7. SEPARATION FROM EMPLOYMENT

7-1 Voluntary.

- (a) **Resignation.** If an employee desires to end his/her employment relationship with the County, the County requests that the employee provides written notice including the reason(s) for leaving and then give the document to his/her supervisor. The County asks that the resigning employee provide at least two weeks of notice of the intended termination. Such notice allows sufficient time to collect County property, process monies to which the employee may be entitled, convert insurance, and correctly calculate a final paycheck.
 - (1) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time as set forth in this Section 7-1. Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.
 - (2) **Vacation.** All eligible employees shall be paid for all accumulated vacation at the time of separation from the County at their then current rate of pay.
 - (3) **Sick Leave.** All benefit eligible employees shall be paid their accumulated sick leave balance based on the following formulas:
 - a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
 - b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated sick leave hours (up to 720) x 50% x their current hourly rate.
 - c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.
 - (4) **Compensatory Time.** Payment will be made for all non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of resignation, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.
 - (5) **Retirement.** Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.
 - (6) **Life Insurance.** Employees may convert their basic term and/or supplemental life insurance coverage to an individual policy when leaving their employment with the County,

and the employee would assume responsibility for payment of all future premiums at that time.

- (b) **Retirement.** Employees may elect to retire in accordance with the provisions of the Retirement Plan. Payment of Retirement Plan benefits shall be governed by the Retirement Plan bylaws (see Section 4-3(c) for more information).

(1) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time as set forth in this Section 7-1. Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.

(2) **Vacation.** All eligible employees will be paid for all accumulated vacation at the time of separation from the County at their then current rate of pay.

(3) **Sick Leave.** All eligible employees will be paid their accumulated sick leave balance based on the following formulas:

- a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
- b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated sick leave hours (up to 720) x 50% x their current hourly rate.
- c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.

(4) **Compensatory Time.** Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of retirement, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.

(5) **Retirement.** Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for information regarding such benefits.

(6) **Life Insurance.** Employees may convert their basic term and/or supplemental life insurance coverage to an individual policy when leaving their employment with the County, and the employee would assume responsibility for payment of all future premiums at that time.

7-2 Involuntary.

- (a) **Death.** Upon the death of a current employee and receipt of proof by affidavit of a claimant's relationship to the deceased employee, Gunnison County will pay wages and compensation due the deceased employee to the deceased employee's spouse if no personal representative of the employee's estate has been appointed. If there is no surviving spouse, Gunnison County may pay the deceased employee's next legal heir when requested by the heir. If a personal representative has been appointed to the deceased employee's estate and requests payment, Gunnison County will pay the representative. The request of the personal representative takes priority over payment to the surviving spouse or legal heir. Gunnison County will not make payment to a surviving spouse or legal heir if Gunnison County knows that a personal representative has been appointed.

(1) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time (see below). Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.

(2) **Vacation.** Payment will be made for all accumulated vacation at the time of separation from the County at their then current rate of pay.

(3) **Sick Leave.** An eligible employee will be paid his/her accumulated sick leave balance based on the following formulas:

- a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
- b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated

sick leave hours (up to 720) x 50% x their current hourly rate.

- c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.

(4) Compensatory Time. Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of death, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.

(5) Retirement. Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.

(6) Life Insurance. Surviving beneficiaries should contact Human Resources for more information.

(b) Permanent Disability. Upon separation from employment by permanent disability, as determined the Social Security Administration, employees will be paid as follows.

(1) Final Paycheck. Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time (see below). Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.

(2) Vacation. Payment will be made for all accumulated vacation at the time of separation from the County at their then current rate of pay.

(3) Sick Leave. An eligible employee will be paid his/her accumulated sick leave balance based on the following formulas:

- a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
- b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated sick leave hours (up to 720) x 50% x their current hourly rate.
- c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.

(4) Compensatory Time. Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of permanent disability, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.

(5) Retirement. Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.

(6) Life Insurance. Employees may convert their basic term or supplemental life insurance coverage to an individual policy when leaving their employment with the County, and the employee would assume responsibility for payment of all future premiums at that time.

(c) Termination of Employment. With the exception of certain employees of the Sheriff, County-initiated terminations may be for any reason (see Section 6), and no termination is final until approved by the County Manager. In some cases, and for the benefit of Gunnison County, other discipline may be used, prior to or instead of termination, to correct a performance problem. Prior to termination, the possibility of transfer or demotion may be explored by the County, but it is not required. However, at the discretion of the County a single incident of misconduct may result in termination.

(1) Procedure.

- a. Intent to Terminate. The employee's department director will complete the Intent to Terminate form (available in Human Resources), and then provide copies of the completed form to the employee, the County Manager and Human Resources.
- b. Review by County Manager. The employee may present their perspective to the

County Manager, without a right to question their supervisor or other employee(s) during that presentation, who will review all information provided by the employee, the supervisor and/or any other employees involved before making a final termination decision. The decision of the County Manager is final, and there is no appeal process involving any level of the organization, including the Board of County Commissioners.

- (2) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time (see below). Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.
- (3) **Vacation.** Payment will be made for all accumulated vacation at the time of separation from the County at their then current rate of pay.
- (4) **Sick Leave.** Upon termination, an employee will not receive any payment for accumulated sick leave. Terminated employees are not permitted to donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank
- (5) **Compensatory Time.** Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of resignation, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.
- (6) **Retirement.** Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.
- (7) **Life Insurance.** Employees may convert their basic term and/or supplemental life insurance coverage to an individual policy when leaving their employment with the County, and the employee would assume responsibility for payment of all future premiums at that time.

- (d) **Layoff Due to Reduction in Workforce or Elimination of a Position.** An employee may be subject to a non-disciplinary, involuntary termination through a reduction in workforce, reduction in service levels, or elimination of a position. Such terminations may be due to factors such as shortage of funds or lack of work. In such cases, affected employees shall be given as much notice as is practical. The order of reduction in workforce will primarily be determined by performance.

Any individual whose employment is terminated as a result of a reduction in workforce may apply for a position opening available within any hiring department of the County. The employee shall not be automatically entitled to any preference in hiring. If hired, the individual must meet the minimum qualifications for the position. If rehired, previous periods of benefit-eligible County employment will be included for the purpose of earning longevity-based County benefits unless otherwise denied by a benefit plan document.

- (1) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time (see below). Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.
- (2) **Vacation.** Payment will be made for all accumulated vacation at the time of separation from the County at their then current rate of pay or the average hourly rate received by such employee during the last three years of employment, whichever is higher.
- (3) **Sick Leave.** An eligible employee will be paid his/her accumulated sick leave balance based on the following formulas:
 - a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
 - b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated sick leave hours (up to 720) x 50% x their current hourly rate.
 - c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.

(4) Compensatory Time. Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of layoff, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.

(5) Retirement. Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.

(6) Life Insurance. Employees may convert their basic term and/or supplemental life insurance coverage to an individual policy when leaving their employment with the County, and the employee would assume responsibility for payment of all future premiums at that time.

7-3 Exit Checklist. All employees or their surviving family members shall complete check-out paperwork in Human Resources.

7-4 Return of County Property. An employee leaving County service, for any reason, is responsible for immediate return of all County property obtained or provided during the course of employment. The County may deduct from the employee's check or final paycheck the cost of any items that are not returned when requested or that are damaged or lost by the employee. The County will require the employee to sign a completed Payroll Deduction Authorization Agreement allowing the County to deduct the cost of replacement or repair, as permitted by law. The County may also take all action deemed appropriate to recover or protect its property.

8. DEFINITIONS and FORMS

8-1 Definitions.

- **ADA:** The federal Americans with Disabilities Act, 42 U.S.C. ch. 126 § 12101 et seq.
- **Demotion:** When an employee is placed in a lower-graded position for failure to perform.
- **Department Head:** Refers to the County Manager, the County Attorney, the Deputy County Manager, an elected official or any department director who reports to either the County Manager or the Deputy County Manager.
- **Elected Official:** Refers to a County Commissioner, the Gunnison County Assessor, the Gunnison County Clerk and Recorder, the Gunnison County Coroner, the Gunnison County Sheriff or the Gunnison County Treasurer.
- **Employee:** A person who is hired to perform services for hourly wage, salary or pursuant to an employment contract for Gunnison County For purposes of these policies, an elected official is considered an employee unless otherwise noted or when there is a conflict with their independent statutory authority.
- **Essential Personnel:** Staff members who are critical to the continuation of key County operations and services. Essential personnel provide services directly related to the health, safety or welfare of the organization or community. The essential personnel designation must be approved by the applicable department head and by the County Manager.
- **Exempt Positions:** Positions within the pay plan that are not eligible for overtime pay or accrual of compensatory time.
- **Hire Date:** Refers to an employee's most recent date of employment (calculated from the first day the employee actively begins working). The hire date does not change during the duration of employment. The hire date(s) will be used to determine an employee's years of service. The most recent date an employee begins actively working plus the dates of any changes in employee status will be used to determine all other County fringe benefits.
- **Family/Relative:** Below are the various definitions for employee family members concerning specific sections of this handbook, per County policy as well as federal and state requirements:
 - **Family Medical Leave Act (FMLA), Hiring and Conflict of Interest:** Employee's parent, child under the age of 18, adult child who is disabled, spouse, partner in a civil union or registered domestic partner with a serious health condition necessitating that the employee provide physical care or psychological comfort.
 - **Active Duty Military Family Leave:** Employee's parent, child or spouse who experiences a qualifying event directly related to being deployed to a foreign country.
 - **Military Caregiver Leave:** Employee's parent, child, spouse or next of kin who suffered a serious injury or illness in the line of duty while on active duty.
 - **Sick Leave Transfer Program:** Employee's spouse, child or parent who has passed away or has a qualifying medical condition.
- **Gunnison County:** The County created and established by Colo. Rev. Stat. § 30-5-129 and the employer

- of all Gunnison County employees.
- **Increase Eligibility Date:** Anniversary of employee’s most recent date of hire, transfer, promotion or demotion.
- **Non-exempt Positions:** Positions in the pay plan which are eligible for overtime pay.
- **Overtime:** Refers to time worked over 40 hours during a scheduled workweek.
- **Pay Plan:** The pay schedule, which lists the pay grade assigned to positions and the pay range assigned to each grade.
- **Policies and Processes:** Unless otherwise stated, refers to personnel policies and processes that clarify the personnel rules and regulations.
- **Position:** A group of designated duties and responsibilities that are assigned to an employee.
- **Reemployment:** Subsequent employment with the County after a period of non-employment by the County.
- **Shift:** Scheduled set of work hours during a 24-hour period of time.
- **Voluntary Leave:** Employee requested time away from work resulting from their choice or decision rather than because of external pressure or force.

8-2 Form List.

<u>Name</u>	<u>Available Location</u>
Direct Deposit Authorization Form	Human Resources, Website
Employee Benefit Enrollment Forms	Human Resources, Website
Employee Benefit Change Forms	Human Resources, Website
Employee Benefit Reimbursement Forms	Human Resources, Website
Employee Information Change Forms	Human Resources, Website
Employee’s Written Notice of Injury to Employer	Human Resources, Website
Employer’s First Report of Injury	Human Resources, Website
Family Medical Leave Application	Human Resources, Website
Fitness for Duty Form	Human Resources, Website
HIPAA Compliant Authorization for Release of Medical Information	Human Resources, Website
Job Description	Human Resources, Home Department
Job Description Template	Human Resources Word Files
Out-of-State Travel Request Form	Website
Personnel Action Form	PAF Department Manager User Guide
Sick Leave Transfer Application	Human Resources, Website
Statement of Safety	Human Resources, Website
Timesheet	Home Department, Finance
Travel Reimbursement Forms	Finance, Website
W-4 Form	Human Resources, Website
Workers’ Compensation Designated Medical Provider List	Human Resources, Website
Workers’ Compensation Forms	Human Resources, Website

ACKNOWLEDGEMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED OCTOBER 5, 2021. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

- **EMPLOYMENT WITH GUNNISON COUNTY IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE ORGANIZATION, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE ORGANIZATION HAS THE SAME RIGHT.**
- **THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.**
- **THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE ORGANIZATION'S GUIDELINES.**
- **THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE ORGANIZATION THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.**
- **I RECOGNIZE THAT THE EXECUTION OF THIS ACKNOWLEDGEMENT IS NOT A BINDING AGREEMENT OF EMPLOYMENT.**

Printed Employee Name

Employee Signature

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Revised Policy 4.3.1; Gunnison County Employee Han

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached updated document reflects all known changes to employment laws.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/30/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient with changes suggested by outside counsel. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: National Association of County and City Health Off

Action Requested: Motion

Parties to the Agreement: NACCHO and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

funding application

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: 9/30/2021

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: 9/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021

A. Project Narrative

Statement of Need:

Gunnison County is designated as a frontier county located in south central Colorado. With a population of 17,462, there are fewer than 5 people per square mile. The bulk of Gunnison County's residents live in Crested Butte and Gunnison, or within the 30-mile valley between the two towns. Approximately one half of county residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). Two reasons Gunnison County has such a high population of young adults is the existence of Western Colorado University (WCU) which lies within the city limits of Gunnison, and the outdoor tourism-driven economy. According to 2019 Health Kids Colorado Survey (HKCS) Data (Highschool only no data for middle school) 14.3% of youth identify as Gay/lesbian/bisexual and 1% of adult County resident identify as Gay/lesbian/bisexual. There are limited resources and education for our LGBTQ community members. According to a recent study on OUD in rural areas, populations with the highest rates of opioid misuse include adolescents ages 12-19 and adults ages 20-29.¹ The larger-than-average number of young adults in Gunnison County increases the risks of OUD within the County.

The population is predominately White/Caucasian (87.1%) with a grown Hispanic population of 9.4%. Additionally, 2.6% of community members identify as American Indian/Native Alaskans, and 1/9% identify as 2 or more races. The City of Gunnison's demographics offer a measure of diversity, with a 14.7% Hispanic population verse the county measure of 9%. The City of Gunnison's rate of growth in Hispanic population is in line with diversity growth across the rural United States (Census.gov). However, we continue to see a diversity gap in our local power structure that has not kept up with the change in demographics. A recent community survey examining private providers in Gunnison County shows a limited diversity in professionals. In addition, private providers in Gunnison County do not typically provide services outside of normal business hours leaving some residents unable to receive help when needed. People on probation seeking therapists have difficulty connecting with people who can relate to their experiences, and who look like them leaving many to not seek mental health help at all. In short, the lack of diversity among therapists, the lack of overall therapists and substance abuse specialists, and the shortage of therapists seeing people outside of normal business hours is not sufficient to meeting the deep behavioral health needs in Gunnison County.

The median household income in Gunnison County is \$54, 979 compared to the state, which is \$77, 127. The percentage of people 25 and older living in Gunnison County with a bachelor's degree or higher is 38.5% compared to the state, which is at 25.2%. While many residents in Gunnison County are highly educated, they get paid \$22,148 less per year on average making the rural community residents vulnerable to financial insecurities. Additionally, many of the community members who fall into this category are ineligible for services based on education and/or income. This is the double-edge-sword of middle and lower middle-class America.

¹ Maine Rural Health Research Center Research & Policy Brief, Rural Opioid Abuse: Prevalence and User Characteristics, PB-63-1 February 2016

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 (HPSA) for primary care providers and mental health providers.² The media often generalizes rural America as white, marginalizing the many rural communities of color across the US. Rural America and rural white America are not the same, and both exist in Gunnison County.

The cultural context of Gunnison County is understood within the historical roots of the community as a ranching, mining and tourist-economy community that has been growing in population and tourist-based industry, yet has not equally developed in adequate and affordable housing, high paying jobs or healthcare resources. In examining the cultural context of Gunnison County and analyzing local data three primary risk factors have been identified: “Community Norms favorable to substance use”, “high availability of substances”, and “extreme economic deprivation”. As a rural frontier community, one of Gunnison County’s most challenging determinant of health is stigma. With three grocery stores, three pharmacies, and one (recently closed) 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 SUD. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive. Other identified social and structural determinants of health leading to inequities in Gunnison County include: lack of affordability and access to basic needs including housing and food security, lack of affordable health care (primary and behavioral), shortage of culturally diverse health/behavioral health providers, lack of childcare, high rates of substance use and low perception of risk in youth and adults with no inpatient or intensive out-patient services. Fifty-eight percent of renters pay over 30% of their household income to rent each month and 26% of Gunnison County renters pay over 50% of their household income on rent. While an estimated 83% of children under age six live in households with both parents in the workforce, there were only 368 full-time licensed childcare slots for the 779 children under the age of five (2017).³ In addition, Gunnison County is growing rapidly. (Census.gov) From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on the existing limited resources of this rural community.

ACE’s Data:

Rates 2020-2021	Unemployment	Poverty	Food Insecurity	Child Physical Abuse	Child Neglect	Child Sexual Abuse
Gunnison County	3.7%	11.6%	10%	0%	28.9%	14.3%
Colorado	6.2%	9.3%	9.8%	11.9%	24.2%	26.8%

² U.S. Census Bureau, QuickFacts, 2018

³ Gunnison County Early Childhood Landscape, 2017

National	5.2%	10.5%	10.9%	10.7%	60.8%	7%
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Sources: Demographics (Census.gov), Unemployment (Bls.gov), Poverty (WelfareInfo.org), Food Insecurity (feedingamerica.org), Child abuse/neglect (Colorado.gov/cdhs) *Percentages calculated based on the total number of incidences for each column (Gunnison CO, Colorado, National) **Highlighted**=County rates higher than state and/or national average.

Gunnison County’s prevalence of Adverse Childhood Experiences (ACEs) include physical abuse, neglect, sexual abuse, emotional abuse and parental mental health/substance use disorder (SUD). The most frequent ACE is neglect, which spiked between January and March of 2020. Gunnison Valley Hospital (GVH) has seen a 900% increase in admits to the ER for behavioral issues for adults in 2021. The primary diagnosis seen in ER visits include: anxiety, suicide attempt or ideation, alcohol and opioid non-fatal overdose, depression, hallucinations/bizarre behavior. Since January 2020, there has been an 24% increase in visits for suicidal ideation and a 19% increase in alcohol non-fatal overdose in primarily our adult population. In response to the high number of ED visits related to behavioral health, GVH launched a behavioral health department in July, 2021. The services include a mobile crisis unit (which has seen on average about 20 calls per month), Jail Based Behavioral Health services, Medically Assisted Treatment (MAT) services, and in-patient therapy for community members. The need for increased services is a response to increased behavioral health issues and substance abuse issues in Gunnison County. Although people are utilizing these services, GVH has still yet to see behavioral health ED visits decrease.

Gunnison County Substance Abuse Prevention Project (GCSAPP) has been tracking substance use and mental health rates in youth and adults using Healthy Kids Colorado Survey data (HKCS), BRFSS data and local GVH data. In 2020, 26 % of adults in Gunnison County reported binge drinking within the past 30 days. In 2020, 9.7 percent of adults in Gunnison County reported heavy alcohol consumption (>2 drinks per day for males, >1 drink per day for females). Additionally, Project Hope, Gunnison County’s advocacy group for domestic violence, sexual assault, and/or human trafficking is seeing an increase in services in 2020.

Types of Maltreatment 2020	Adults Involved	Youth Affected	Source
Mental Health Issues	14%	27.3%	Project Hope
Adults with Substance Abuse Concerns	16%	25.5%	
Family one or + parents has been arrested	13%	19%	
Situation where child witnessed abuse	7%	9.4%	
Reported child abuse	6%	10.3%	

The amount of toxic stress affecting community members is significant and is compounded by isolation, anxiety, depression, and a lack of resources. Since COVID-19, we have seen a significant increase in the number of neglect cases. From October 2019 quarterly report to June 2020 quarterly report substantiated neglect cases doubled. Additionally, in 2020, compared to the same time period in 2019 liquor excise tax revenues went up 15.7% in March, up 4.1% in April, up 49.7% in May (Colorado State Epidemiological Outcomes Workgroup, 2020). Gunnison County is likely to see a continued increase in substance use and abuse, domestic violence, child abuse/neglect, and other behavioral and health outcomes of ongoing toxic stress as the COVID-19 pandemic continues.

In response to COVID-19, healthcare providers have maintained or increased their capacity to serve patients via telehealth. Community planning and response efforts have ramped up and have been conducted through online platforms. We have seen an increase of attendance and

engagement from community partners that aren't typically available which is a positive aspect of these virtual changes. Community municipalities and non-profits are providing mini grants to community organizations to address crucial survival needs in our community such as; increased food security, behavioral health access, and rental assistance.

Gunnison County's department of Health and Human Services and Juvenile Services began providing equity labs in conjunction with the RE1-J school district in 2021. Both departments are leading the County departments in understanding racism and other intersecting oppressive systems and intend to be the catalyst for change across other County departments. Additionally, the RE1-J School District is addressing racism, inequity and oppressive systems as part of the new district wide SEL programming with which GCSAPP is assisting. Our community is currently working with the Community Foundation of the Gunnison Valley to address healthy equity and work creatively as a community to increase access to health and decrease barriers. One effort currently underway is a two-pronged approach in increasing language capability. The first effort is to ensure that positions that require bi-lingual communication is posted as required and increasing the training and number of Latinx community members that are hired in professional helping fields. The second approach is to pay for allow for staff time for current employees to learn Spanish to communicate and serve our Latinx community members more equitably. In order to ensure culturally appropriate prevention messages and strategies we hold regular focus groups and ensure community members are compensated to be at the table. We strive to include individuals from culturally diverse backgrounds, youth and individuals with lived experience in all of our work.

Strategy and Approach

This comprehensive program will focus efforts across the lifespan with emphasis on pregnant mothers/families, families with young children who are struggling to meet their basic needs, and youth grades K-12 who have one or more ACE and have a family history of parental ACE's. Efforts will include bi-lingual and culturally responsive approaches to serve our Latinx and Corra community members. The goals of this program are to increase strategies to reduce the prevalence and impact of ACE's and increase the prevalence of Positive Childhood Experiences by establishing linkages to care and empowering individuals to make safer choices.

This program will include the strategy of ensuring a strong start for children by providing pre and post-natal supports for pregnant and all new families who have are not eligible for the Nurse Family Partnership program and are at risk for SUD and by providing in-home parenting programs (parents as teachers) that are available for all community members by having a bi-lingual provider through Health and Human Services for mandated and volunteer participants. The Gunnison Valley Hospital Obstetrics Department will utilize ACE screening questioners as part of their prenatal program and discharge to help identify families with a history or risk of ACE. Currently limitations include, being a first-time mother, income less than 200% above poverty line, and education levels lower than a bachelor's degree. Being that we live in a highly educated community, many mothers are missing out on this hugely beneficial program simply because of the degree they hold. Benefits of home visiting program include: decreased risk of depression and anxiety in mothers, improved maternal and newborn health, decreased incidence of child injuries, abuse and neglect, reduced domestic violence and improved coordination and referrals for community resources. This program will increase staff time the GVH OB social

worker and 4th trimester program, include women with or at risk of SUD (as screened by the hospital) and ensure that all staff are ACE certified. The 4th trimester program will work directly NFP in order to have shared understanding knowledge of programs, resources and encourages continuous linkage to care for families.

This program will include the strategy of strengthening economic supports to families by providing financial support to families who are lacking high quality childcare and who have higher levels of toxic stress to minimize the impact of toxic stress to young children. Currently there are 14 families on the child care assistance program waiting list. These families are not able to enter into the workforce because of the lack of ability to pay for childcare and sometimes children are left in unsafe situations in order for families to work to meet their basic needs. This strategy will include working with our local ECC to help identify families in need, provide financial assistance and link families to other resources in the community to increase access to services, ensure basic needs are met and connect kids to the Mentors program to increase protective factors.

This program will connect youth to caring adults by increasing screening, referral and early intervention strategies to youth in the RE1-J school district through the expansion of school clinicians, SBIRT screenings in school and referral to the evidence-based high-fidelity wraparound program. Additionally, this program will support the Gunnison Valley Mentoring program to connect youth to safe and trusted adults. This strategy includes increasing capacity by 1.0FTE equivalent for the Mentoring program to reach the growing need, currently there are 26 youth on a waitlist. Additional efforts will include increasing the community's awareness of the Mentoring program and efforts to increase the number of Mentors in the community and school-based programs. This will also provide direct services to youth in the school through a 2.0FTE for a school social worker for the middle and high school age group. There has been an increase in past 30-day binge drinking rates for this age group, statistically higher than the state and national levels. Embedding a social worker in the school will allow for connections to trusted adults and screening for SUD and ACE risk. Bi-lingual services will be provided.

Currently, prevention efforts are community-wide with specific emphasis on youth K-12, first time mothers, adults and families referred for services by the courts or Child Protective Services, and adults with behavioral health and SUD needs that access ER services.

Gunnison County has the foundation of a comprehensive plan and efforts that are aimed at minimizing ACEs or the impact of ACEs and preventing SUD. The following current programs are the backbone of this plan. For pregnant mothers, the Nurse Family Partnership program (NFP); for young children the Pyramid model (a social emotion framework) is implemented across all of Gunnison County early learning centers; for elementary through middle school youth the Mentoring program provides one to one school-based and community mentoring partnerships, delivery of Owning up curriculum, and High Fidelity Wraparound services for youth involved in 2 or more systems; for high school students there are support groups and access to 4 free mental health services within 72hrs. of request; and, for adults/families, the Nurturing Parenting Program (NPP), Love and Logic, and parenting skills are provided as well as Peer Support Services and Adult Problem Solving Court for those with or at risk of SUD.

Gunnison County also has scholarships through Crested Butte State of Mind and the Center for Mental Health (CMH) for access to free therapy sessions. Additionally, the RE1-J School District in collaboration with community organizations recently completed a comprehensive SEL district wide plan that includes embedding school social workers into each site in partnership with GVH Behavioral Health Department. All programs with the exception of the Owing up curriculum are implemented to fidelity. Owing up has been adapted to fit our school's schedule and needs. It is delivered in 6th, 7th and 9th grade health class.

The foundation and community support for a comprehensive approach to addressing trauma is present, program expansion is needed in order to reach vulnerable and underserved community members and to help eliminate inequities in health services. Additionally, the community is working to educate the community broadly about the impact of Toxic Stress and the importance of Family Friendly Workplaces. Gunnison County Substance Abuse Prevention Project (GCSAPP) is working to provide education and professional development opportunities focused on raising awareness around Adverse Childhood Experiences (ACEs), the impact of toxic stress and positive childhood experiences. GCSAPP has hosted community discussion and promotes awareness around the importance of family friendly business practices. The coalition held several meetings identifying key activities, timeline, and individuals responsible for carrying out the tasks. The activities were then reviewed by the entire coalition and various individuals from the coalition signed on to lend their support with the identified activities. Many of the activities are focused around creating a shared understanding of what toxic stress is and how we see it play out in our community as well as the importance of supporting positive childhood experiences to help buffer toxic stress. The coalition felt strongly that providing information and support around family friendly business practices was a way to begin to address some of the toxic stress experienced in our community. Success of this strategy is cross-sector support and financial contributions from local government, health organizations and nonprofits.

Another strategy that is currently being implemented is reducing the promotion of and access to substance. Through this strategy the coalition is working on increasing awareness of local Social Hosting Ordinances. Currently the City of Gunnison and Town of Crested Butte have social hosting ordinance and the GCSAPP Coalition is working with community stakeholders to revise and align them so they are consistent across communities. GCSAPP is also working on educating parents, youth and community members about social hosting and the importance of having safe spaces for youth. Challenges we face are the community norms that are favorable toward substance use, an increase in social hosting since COVID with lack of enforcement of the ordinance. Successes include cross-sector representation on the workgroup and interest in stakeholders to align ordinances.

Prescription related prevention efforts are taking place in primary medical offices, orthopedic offices, dental offices, pharmacies, and at GVH including the promotion of "Take Meds Seriously," a state-level campaign advocating for safe use, storage and disposal of prescription drugs, and permanent prescription drug drop-off locations. In the 2020 Community Survey, 59% of respondents indicated that they knew where to deposit unused or unwanted prescription medications. Western Colorado University and the local law enforcement participate in the

nationwide Drug Take Back Day annually. Lock boxes are distributed to participants as an incentive to improve safe storage in the community.

Other efforts that will continue include: expanding the capacity of the workforce to treat trauma and trauma-related issues by providing training opportunities; increasing access and awareness of services through mental health scholarships and decreasing stigma through education and local “Humanizing Addiction” video campaign; providing MAT services, utilization of peer support specialists in the ER, community, mobile crisis response, in the detention center and community based, increasing equity in early childcare access through sick leave funds for families in need – this strategy is a Building Family Friendly Business Practices as a way to reduce ACEs; and working towards collective impact by collecting and sharing data.

In August of 2021 Gunnison County was awarded the Health Resources Service Administration (HRSA) Rural Communities Opioid Response Planning implementation grant (RCORP-III), and the Gunnison County Consortium- SUD/ACE are working on strategies in the prevention, treatment and recovery of SUD/ODU based on our environmental scan and gaps analysis that was conducted fall of 2019. The Consortium takes a poly-substance use lens that is trauma informed in creating and implementing the strategic plan for substance abuse efforts across the lifespan. The above proposed expansions of programming are part of that community informed plan. All strategies will follow local and CDC guidelines for COVID and duplicate or supplant current efforts. The Gunnison Consortium is currently conducting a behavioral health environmental scan and gaps analysis and will use that data to inform this work to help determine if adaptations or expansions of current and or proposed evidence-based programs are warranted based on community needs and local data.

As a rural frontier community, one of Gunnison County’s most challenging determinant of health is stigma. With three grocery stores, three pharmacies, and one (recently closed) 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 SUD. The paradox of this and other sparsely-populated rural communities is that while anonymity is non-existent, isolation is pervasive. Other identified social and structural determinants of health leading to inequities in Gunnison County include: lack of affordability and access to basic needs including housing and food security, lack of affordable health care (primary and behavioral), shortage of culturally diverse health/behavioral health providers, lack of childcare, high rates of substance use and low perception of risk in youth and adults with no inpatient or intensive outpatient services. Fifty-eight percent of renters pay over 30% of their household income to rent each month and 26% of Gunnison County renters pay over 50% of their household income on rent. While an estimated 83% of children under age six live in households with both parents in the workforce, there were only 368 full-time licensed childcare slots for the 779 children under the age of five (2017).⁴ In addition, Gunnison County is growing rapidly. (Census.gov) From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on the existing limited resources of this rural community.

⁴ Gunnison County Early Childhood Landscape, 2017

Gunnison County is working to reduce barriers to care, decrease stigma, increase access to services and create a comprehensive behavioral health plan that is community-wide. GVH recently added a Behavioral Health Department and is spearheading a community-wide behavioral health strategic plan. Gunnison County is working to increase access to behavioral health services through scholarship programs. The Gunnison Consortium is working to decrease stigma with a the “Humanizing Addiction” campaign. This proposal will help decrease inequities in Gunnison County by increasing access to NFP program, providing more family-friendly business practices through sick leave bank, provide navigation of care and support through the PSS, provide more prevention and early interventions to SEL concerns and educate primary care providers about the correlation between ACE’s and health outcomes.

Partnerships:

All partners will attend monthly Consortium meetings and work to create a sustainability plan, become ACE certified and resource share as appropriate.

Gunnison Valley Health- Collaborate with ACE education for all hospital staff, educational detailing for providers, supervise the PSS, collect and share data, and collaborate with OB department for NFP expansion and screen in ER and OB for SUD risk.

Re1-J school District – expand the SEL program and continue to sustain counselor to adapt programs virtually, data share as appropriate.

Gunnison Valley Mentors – Collaborate by supervising Inspire Mentors, working to support SEL in youth and data sharing as appropriate.

Child Protective Services – support by data sharing as appropriate and ACE trainings for staff.

As stated earlier, community stakeholders and Consortium members helped to inform the gaps analysis and needs assessment to create a strategic plan for prevention of SUD. The community-driven process has informed our current programs and services as well as the proposed expansion of programs and services. The Consortium will continue to oversee this work assuring shared accountability, equitable participation of community members, and continue to support a data driven and community-informed process.

BUDGET GUIDELINES

Applicants must provide the following three elements as part of the budget submission:

- A. Summary Budget
- B. Detailed Line Item Budget (Direct and Indirect Costs)
- C. Budget Narrative

Summary Budget (Template on Tab 2, autofills from Tab 3 "Detailed Budget")

Detailed Line Item Budget (Template on Tab 3)

Applicants must provide a detailed line-item budget (in Microsoft Excel or similar spreadsheet format) outlining specific cost requirements within each of the summary budget categories.

- The budget should be for the entire project period. Selected applicants may be asked to provide a month-by-month projection post-award.
- All line items must be described in the budget narrative.

Budget Narrative

Include a budget narrative (preferably in Microsoft Word format) to explain each line-item and how the amounts were derived.

Personnel – Identify staffing requirements by each position title and brief description of duties. List annual salary of each position, percentage of time and number of months devoted to project (e.g., Administrative Director: \$30,000/year x 25% x 8.5 months; calculation: $\$30,000/12 = \$2,500 \times 25\% \times 8.5 \text{ months} = \$5,312$). Please include relevant monitoring and evaluation staff. For any position which is currently unfilled LHD should describe their plan for filling the role within the first 12 weeks of project start. This description could include reassignment of current staff or expedited hiring practices utilized by the department.

Fringe Benefits - State benefit costs separately from salary costs and explain how benefits are computed for each category of employee - specify type and rate.

Travel - Staff and participant travel, and per diem/maintenance: includes lodging, meals and incidentals. If LHD staff travel requires prior approval from local or state authority please include a brief description of the process and anticipated time to obtain travel approval for LHD staff.

Equipment –provide justification for any equipment purchase/rental.

Supplies - list items separately using unit costs (and the percentage of each unit cost being charged to the grant) for photocopying, postage, telephone/fax, printing, and office supplies (e.g., Telephone: $\$50/\text{month} \times 50\% = \$25/\text{month} \times 12 \text{ months}$).

Contractual – For each subgrant/contract please provide a detailed line item breakdown explaining specific services. This may also include consultants to conduct monitoring and evaluation for the project. For any consultant or sub-contractor LHD has already identified please provide specific name and brief description of any existing relationship between contractor and LHD. If LHD intends to select contractor/subgrantee through a competitive process please describe how this process can be expedited by the LHD. Due to the short timeline of this award it is essential that an awardee demonstrate ability to draw down grant funds by the deadline.

Other Direct Costs - these will vary depending on the nature of the project. This may include activities, monitoring and evaluation (baseline, mid-term review, evaluation, etc.), office rent, etc. Justify each in the budget narrative.

Indirect Charges - Indicate how the rate is applied.

Allowable cost guidelines

- Advertising and public relations cost
- Audit costs and related services
- Communication costs
- Compensation for personal services
- Employee morale, health, and welfare costs
- Materials and supplies costs
- Meetings and conferences
- Participant support costs
- Training Costs
- Professional Services and Subcontracting

Unallowable Cost Guidelines

- Alcoholic beverages
- Donations and contributions
- Entertainment costs
- Fundraising
- Goods and services for personal use
- Losses on other sponsored agreements or contracts
- Pre-Award Costs
- Selling and marketing

Refer to the RFA for additional program specific unallowable costs.

Summary Budget
Gunnison County
Gunnison Consortium - SUD/ACE's
1/2021-7/2022

		Requested Funds	% Total Budget
A	Personnel	\$ 109,026.00	25%
B	Fringe Benefits	\$ 21,805.00	5%
C	Travel	\$ 870.00	0%
D	Equipment	\$ -	0%
E	Supplies	\$ 8,270.00	2%
F	Contractual	\$ 148,760.00	34%
H	Other:	\$ 103,700.00	24%
I	Other:	\$ -	0%
J	Total Indirect costs	\$ 40,743.00	9%
K	Total Project Cost	433,174.00	

* line item amounts auto-fill from "Detailed Budget Template" tab

LINE-ITEM BUDGET TEMPLATE

*Gunnison Consortium - SUD/ACE's
1/2021-7/2022*

Line Items	Requested Amount	Cost Justification
Personnel (Name)		
Kari Commerford - ACE Program Director	\$ 36,450.00	8,100 monthly at 25% for 18 months
John Powell - Data Coordinator	\$ 16,128	\$28/hr. at 8hr. week for 18 months
Wraparound Facilitator	\$ 40,320.00	\$28/hr. at 20hrs week for 18months
Lana Athey - ACE Educator	\$ 16,128.00	\$28/hr. at 8hr.week for 18 months
Personnel Subtotal	\$ 109,026.00	
Fringe Benefits (20%)	\$ 21,805.00	
Travel		<i>Gunnison County</i>
local travel	\$870	.58 x 1500miles
	\$ -	
Travel Subtotal	\$ 870.00	
Equipment		
Equipment Subtotal	\$ -	
Supplies		
photocopies	\$ 720.00	\$40 mo. X 18 months
advertising	\$ 4,050.00	\$225/mo. X 18
data software	\$ 3,500.00	data software program
	\$ -	
Supplies Subtotal	\$ 8,270.00	
Contractual Costs		
GVH OB Social Worker	\$ 35,000.00	4th trimester program and NFP support
School Counselor SEL	\$ 68,000.00	\$6,000 mo. For 12 months
Inspire Mentor	\$ 45,760.00	\$22hr. For 2 staff at 20 hours a week x 12months
	\$ -	
Contractual Subtotal	\$ 148,760.00	
Other		
Computer	\$ 3,000.00	\$1,5000 x 2x 18mo
Cell Phones	\$ 2,700.00	\$45=1/\$35=3 x 18 months
Participant Support Cost	\$ 8,000.00	parent stipend \$100. X 80
Child Care Tuition	\$ 90,000.00	\$500 mo. X 18mo. X 10 families
Other Subtotal:	\$ 103,700.00	
Other		
Parent as Teachers	\$ 15,000.00	4 trainers and 1 supervisor training \$3,000 each
	\$ -	
Other Subtotal:	\$ 15,000.00	
Subtotals of Direct costs	\$ 407,431.00	
	\$ 40,743.00	
	10%	
Grand Total	\$ 448,174.00	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Letter

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached support letter was signed and distributed.

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: 9/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021



MATTHEW BIRNIE, COUNTY MANAGER
Phone: (970) 641-0248, Fax: (970) 641-3061
Email: mbirnie@gunnisoncounty.org
Website: www.GunnisonCounty.org

September 28, 2021

Rick M. Garcia
Colorado Department of Local Affairs Executive Director
(303) 864-7860

RE: City of Gunnison's Rural Economic Development Initiative (REDI) Grant Program Application

Dear Mr. Garcia,

Gunnison County supports the City of Gunnison's above referenced grant application so that it can administer a sub-grant program for businesses to attract, create or retain local jobs paying a minimum of \$50,000 each. Gunnison County has been an early and continuing financial supporter of the ICELab, and the City will work directly with the ICELab to identify worthy businesses to receive sub-grants. Evaluation and vetting of applications will be made through a grant review committee, and applications may be submitted directly to the ICELab to avoid the public disclosure of business financial information as well as political pressure regarding awards.

Gunnison County urges you to give the City's application your full consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew Birnie", with a long horizontal flourish extending to the right.

Matthew Birnie
County Manger

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Acceptance; Daniels Fund; Substance Abuse Pr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Daniel's Fund

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Daniel's Fund grant to fund Choice Pass.

Fiscal Impact: \$50,000

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/30/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021



Grant ID: R-2107-22949
Substance Abuse Prevention
Project
Page 1 of 4

September 21, 2021

Mr. Jonathan Houck
Gunnison County Commissioner Chairperson
Gunnison County Substance Abuse Prevention Project
200 East Virginia Avenue
Gunnison, CO 81230

Dear Mr. Houck,

On behalf of the Daniels Fund, it is a pleasure to provide a grant to Gunnison County Substance Abuse Prevention Project (“Grantee”) in the amount of \$50,000 for the Substance Abuse Prevention Project. The specific terms of your grant are described in Schedule A.

To comply with the Internal Revenue Code (“Code”) and as a condition to receiving the grant, we ask that you make the following agreements with respect to the grant.

1. Grantee agrees to use the grant and any income therefrom, exclusively for the specified purposes. No part of the grant and any income therefrom may be used for purposes other than charitable, scientific, or educational purposes within the meaning of 170(c)(2)(B) of the Code. Any modification of the use of the grant and any income therefrom, is subject to the prior approval of the Daniels Fund.
2. Grantee represents and warrants to the Daniels Fund that it is a governmental unit referred to in section 170(c)(1) of the Internal Revenue Code. Additionally, the organization will use the grant and any income therefrom for exclusively public purposes.
3. Grantee will return to the Daniels Fund any unexpended grant funds at the close of the grant period. Unexpended funds will be promptly returned if the following occurs:
 - a. The Daniels Fund determines that the grantee organization has not performed in accordance with these terms, or in accordance with the purposes as represented in the approved request upon which the grant was based.
4. Grantee will not directly or indirectly use any portion of the grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.
5. Grantee will not, directly or indirectly, use any portion of the grant funds to participate in or organize voter registration initiatives.

6. Grantee will not, directly or indirectly, use any portion of the grant funds to carry on propaganda or otherwise attempt to influence legislation.
7. No part of the grant funds may be used for a grant to any organization considered to be a private foundation for federal tax purposes unless you comply with the applicable "expenditure responsibility" provisions of the Code.
8. No part of the grant funds will be paid to any Daniels Fund director, officer or associate for any purpose.
9. Grantee will continue to observe policies of nondiscrimination in employment, board membership and in the use of these funds and the provision of service as represented to the Daniels Fund in your request for funding.
10. Grantee will maintain adequate financial records related to the expenditure of grant funds and will make these records available to the Daniels Fund or its representative at reasonable times, if requested. Records related to the grant will be retained for at least four (4) years after grant funds are fully expended.
11. Grantee will use the name, logo or other information identifiable with the Daniels Fund only upon the written consent of the Daniels Fund communications office. A copy of all published media will be provided to the Daniels Fund. Grantee agrees to allow the Daniels Fund to use the name, logo or other information identifiable with Grantee in the Daniels Fund's periodic reports and media releases.
12. Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this grant, without prior written approval from the Daniels Fund.
13. By accepting this grant, Grantee agrees that neither the Daniels Fund nor any of its officers, directors, associates or agents, assumes any responsibility or liability regarding the grant or its use. Grantee is solely responsible for the acts, conduct, behavior and actions of its officers, directors, employees, agents, and partners with respect to the use and administration of the grant, including the responsible use and administration of the grant in accordance with all laws, rules and regulations, and best business practices.
14. Grantee did not provide any goods or services in consideration, in whole or in part, for the grant funds.
15. The Parties agree that either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the C.R.S. 24-71-101 by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

SCHEDULE A
DESCRIPTION OF GRANT

Grant Maker: Daniels Fund
101 Monroe Street
Denver, Colorado 80206
Tax ID: 84-1393308
Tel: (303) 393-7220

Grant Recipient: Gunnison County Substance Abuse Prevention Project
200 East Virginia Avenue
Gunnison, CO 81230

Tax ID: 84-6000770

Tax Status: Government Entity

Amount of Grant: \$50,000

Purposes of Grant: Substance Abuse Prevention Project

Grant Period: Funding is for this specific period:
October 1, 2021 – September 30, 2022

Grant Payment Terms: Full payment will be released within approximately 30 days of receipt of this signed Letter of Agreement.

Expected Outcomes: Over the next 12 months, the result of this grant will be the implementation of the Substance Abuse Prevention Project, including the Choice Pass Program with over 550 youth participants taking the non-use pledge.

At least 85% of the participants of the Choice Pass Program will report having a conversation with parents about the dangers of alcohol and drugs.

At least 95% of participants taking the non-use pledge will report complete abstinence, and based on random drug tests to at least 75% of the youth, 95% will pass.

Reporting Requirements:

Within thirty (30) days after the end of the grant period, Gunnison County Substance Abuse Prevention Project will submit a Grantee Final Report to the Daniels Fund. The link to the online report form will be sent to the grantee at least thirty (30) days before the report due date.

Organizations are not eligible to apply for additional funds from the Daniels Fund until the grant period has been completed and the Grantee Final Report has been received.

To acknowledge this agreement and accept the grant, please review the grant terms in this letter and in Schedule A. Please execute the Letter of Agreement via DocuSign. After receipt of this fully executed LOA via DocuSign, we will issue payment pursuant to the grant payment terms outlined in Schedule A.

One of the guiding principles of the Daniels Fund is our belief that boundless opportunity can exist for each and every individual. The work of organizations such as Gunnison County Substance Abuse Prevention Project helps make this a reality. On behalf of the Daniels Fund, we wish you every success.

Sincerely,

Luke Ragland

Luke Ragland, Senior Vice President

Grant Recipient: Gunnison County Substance Abuse Prevention Project

Signature: _____

Name: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Colorado Sexual Health Initiative

Action Requested: Other Consent no signature required

Parties to the Agreement: Colorado Sexual Health Initiative

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant for community education and for youth education in the schools.

Fiscal Impact:

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/30/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021

CoSHI Implementation Plan

Agency applying:

Gunnison County Substance Abuse Prevention Project

County served:

Gunnison County

Name of primary contact:

Emily Mirza
emirza@gunnisoncounty.org
970-641-7612

Date: 09/28/2021

Street Address:

200 E. Virginia Ave
Gunnison, CO 81224

Summary:

Funding will be utilized for the Gunnison County Substance Abuse Prevention Project (GCSAPP,) a community coalition, to facilitate adult preparation programs and askable adult workshops in Gunnison County. The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance abuse by youth in Gunnison County in order for youth to be healthy, stable, and productively involved in their communities. GCSAPP staff will facilitate adult preparation programs with 6th and 9th grade youth utilizing a social and emotional curriculum in the school through health classes. Youth will be taught skills in consent, friendships, communication, healthy relationships, dating, goal setting, stress management and coping. Program staff will facilitate askable adult workshops in the community to help parents, community members, and youth serving professionals build skills to have conversations about difficult topics. Trainings will include Beyond the Birds and the Bees and Positive Youth Development.

Youth Comprehensive Sexual Health Education

How many 10-14 year old youth do you intend to initiate services with during the grant year?

How many 15-19 year old youth do you intend to initiate services with during the grant year?

How many 10-14 year old youth do you anticipate will complete services within the current grant year?

How many 15-19 year old youth do you anticipate will complete services within the current grant year?

Proposed Curricula Implementation

Curricula	Age Range	Participants	Session Begins	Session Ends	Staff Responsible	Location
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Intended outcomes of the program activities listed above:

Adulthood Preparation Subjects

- Healthy Relationships (consent, friendships, communication dating)
- Adult-Child Communication (askable adult workshops, discussing sensitive topics)
- Healthy Life Skills (goal-setting, decision making, coping and stress management skills)

APS Activity	Age Range	Participants	Session Begins	Session Ends	Staff Responsible	Location
Healthy Relationships	10-14 years	45	September 2021	January 2022	Education Specialist	Gunnison Watershed RE1-J School District
Healthy Life Skills	10-14 years	65	January 2022	May 2022	Education Specialist	Gunnison Watershed RE1-J School District

Adult-Child Communication	20+years	50	December 2021	December 2021	YouthProgramming Coordinator	Virtual
Adult-Child Communication	20+ years	25	January 2022	January 2022	Youth Programming Coordinator	Gunnison County
Adult-Child Communication	20+ years	25	March 2022	March 2022	Youth Programming Coordinator	Gunnison County
Adult-Child Communication	10-14 years	25	April 2022	April 2022	Youth Programming Coordinator	Gunnison County

Intended outcomes of the program activities listed above:

Through the facilitation of the SES curriculum, youth will increase understanding of consent, healthy relationships, dating, and identify resources and trusted adults they can go to for support. Youth will have increased skills in goal setting, decision making, and coping/stress management. 9th grade youth will receive a curriculum with a heavier focus on healthy relationships while 6th grade on healthy life skills. Through the facilitation of askable adult workshops, parents, community members, and youth serving professionals will build skills to engage in difficult conversations with young people and how to better show up for young people. They will understand the resources in our community that support young people and how to connect them to the resources. We intend to continue to build more trusted adults in our community through a foundation of the PYD principles.

Recruitment & Retention

Describe your recruitment plan for youth involved in programming outlined above:

GCSAPP works in partnership with the Gunnison Watershed RE1-J school district to serve youth. Currently, GCSAPP staff are serving 9th grade youth weekly in health class. We intend to serve 6th grade youth second semester weekly in health class. GCSAPP staff will support and engage youth groups within the school district including the GSAs. Adults will be recruited through the GCSAPP coalition, parents of youth engaged in our programming, and through community partnerships with youth serving agencies, coaches, and the school district.

Describe your retention plan for youth involved in programming outlined above:

Youth in our district are required to attend one semester of health class in 6th and 9th grade therefore youth engagement will be retained through school requirements. Staff are trained in the principles of PYD and youth engagement to build trust and positive relationships which in turn strengthens youth retention rates. Parents of youth involved in our largest youth program, Choice Pass, are required to attend one education event annually which greatly increases retention.

Programmatic Barriers and Solutions

Please describe any potential barriers to implementation:

Our intention is to serve 6th grade in the second semester but COVID-19 continues to pose unknowns for the future.

Please describe proposed solutions to the potential barriers described above:

We are continuing to strengthen existing relationships and build new relationships with school staff to serve youth in class and other creative ways.

SERVICE COMPONENTS		PROGRAM BUDGET	
		\$	-
A. PERSONNEL (Direct Services Staff Only)			
Job Title:	Education Specialist	.8 FTE 25% (9hours wk/52wks)	\$ 12,636
Job Title:			\$ -
Job Title:			\$ -
		A. Subtotal	\$ 12,636
B. FRINGE BENEFITS (Direct Services Staff Only)			
FRINGE: Please include Job Title and fringe costs here (taxes, benefits, insurance)			\$ -
	Education Specialist	.8 FTE 25% (9hours wk/52wks)	\$ 3,744
FRINGE: Please include Job Title and fringe costs here (taxes, benefits, insurance)			\$ -
		B. Subtotal	\$ 3,744
C. TRAVEL (Out of State Travel)			
Airfare			\$ -
Lodging			\$ -
Per Diem & Incidentals			\$ -
Other (mileage to/from airport, baggage fees etc)			\$ -
		C. Subtotal	\$ -
D. SUPPLIES (Office supplies, condoms, training materials)			
Office Supplies			\$ -
Training Materials & Supplies			\$ 400
Incentives			\$ -
		D. Subtotal	\$ 400
E. CONTRACTUAL			
			\$ -
			\$ -
		E. Subtotal	\$ -
F. OTHER			
Local travel (mileage, per diem, lodging)			\$ 1,475
Food for training and youth engagement			\$ 1,000
Printing & Publication			\$ 500
Training Costs			\$ -
Professional Development Costs			\$ 2,350
Site/Venue/Space Rental			\$ -
		F. Subtotal	\$ 5,325
TOTAL DIRECT COSTS (A-F) (USE WHOLE DOLLARS ONLY)			\$22,105
G. INDIRECT COST RATE (10% of Direct Costs)			
Indirect Costs (Total of Direct costs x 10%)			\$2,210.50
TOTAL BUDGET			\$24,315.50

BUDGET NARRATIVE

Budget Narrative – please describe how the requested funds will be used. Limit response to 50 words in each category.

A. PERSONNEL (Direct Services Staff Only)

Education Specialist - 12 months (52 weeks) Budgeted at .8 FTE 25% (9hours) based on \$27/hr

Provides direct social emotional education in school to 6th and 9th grade. Facilitates askable adult workshops in the community to parents and youth serving professionals.

B. FRINGE BENEFITS (Direct Services Staff Only)

Description: Costs of employee fringe benefits unless treated as part of an approved indirect cost rate.

Justification: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, Federal Insurance Contributions Act (FICA) taxes, retirement insurance, and taxes.

C. TRAVEL (Out of State Travel)

Description: Costs of out-of-state or overnight project-related travel by employees of the applicant organization. Do not include in-state travel or consultant travel.

Justification: For each trip show the total number of traveler(s); travel destination; duration of trip; per diem; mileage allowances, if privately owned vehicles will be used to travel out of town; and other transportation costs and subsistence allowances. If appropriate for this project, travel costs for key project staff to attend ACF-sponsored workshops/conferences/grantee orientations should be detailed in the budget.

D. SUPPLIES (Office supplies, condoms, training materials)

Training supplies - 100 people x \$4 for supplies = \$400

E. CONTRACTUAL

Description: Costs of all contracts for services and goods except for those that belong under other categories such as equipment, supplies, construction, etc. Include third-party evaluation contracts, if applicable, and contracts with secondary recipient organizations (with budget detail), including delegate agencies and specific project(s) and/or businesses to be financed by the applicant. This area is not for individual consultants.

Justification: Demonstrate that all procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open, and free competition.

F. OTHER

Gunnison to Denver – 400 miles x .56 per mile = \$225; Lodging – 4 nights x \$200/night = \$800; Meals – 6 days x \$75/day = \$450

3 Askable Adult Trainings with youth serving professionals x 25 people x \$8 per meal = \$600

1 Askable Adult trainings with parents x 50 people x \$8 per meal = \$400

Print and social media advertising for trainings = \$500

Time reimbursement for youth serving professionals for those who are not there as part of thier job\$25/hr. x 40 people x 2 hrs. = \$2,000

Staff professional Development = \$350

G. INDIRECT COST RATE (10% of Direct Costs)

Description: Total amount of indirect costs.

Indirect cost rate must not exceed 10% of total Direct Costs

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Opioid Response Settlement Funds Planning Grant; S

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Regional Planning Grant for Opioid Response

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/30/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

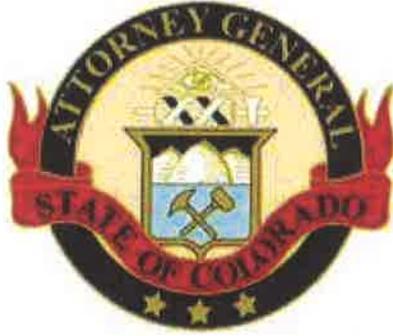
Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 10/5/2021



**STATE OF COLORADO
DEPARTMENT OF LAW**

**Office of the Attorney General
RALPH L. CARR, COLORADO JUDICIAL CENTER
1300 Broadway, 6th Floor
Denver, Colorado 80203
Contact: Amy Berkowitz Caplan
Email: amy.berkowitzcaplan@coag.gov**

Opioid Response Settlement Funds Planning Grant

Opioid Response Settlement Funds Planning Grant Requirements

The Attorney General's Opioid Response Unit is pleased to provide small intergovernmental grants for Opioid Settlement Regions for the purpose of organizing Regional Councils with multiple participating counties. Up to 8 grants will be made available for a maximum of \$20,000 per grant. The following are the guidelines for the Opioid Response planning grant:

- 1) Eligible regions must have 4 or more participating counties creating their Opioid Settlement Region. These regions include: 1, 4, 5, 14, 15, 17, 18, 19
- 2) Funding is specifically to be used to hire a facilitator to assist with the formation of the regional council and the two-year abatement plan. Associated expenses will be applied to the grant to a maximum of \$20,000.
- 3) Regions receiving a planning grant must meet all timelines outlined in the Opioid Settlement MOU. Specifically, the region must be formed, a fiscal agent determined, and the 2-year plan must be submitted to the Abatement Council prior to the conclusion of the 180-day formation period.
- 4) Funding is available as a reimbursement and will be provided to the Region's Fiscal Agent. Funding will be provided in up to two installments. Up to \$10,000 will be reimbursed based on submitted invoices and submission of a progress report within the first 90 days. The remaining funds will be paid once the Region has submitted all required materials to the Abatement Council and invoices are received for the remaining expenses.
- 5) Facilitators may not begin work on this project until a Purchase Order has been fully executed.

Timeline:

- **September 22, 2021, 5:00 PM MDT – Submission Deadline, Opioid Response Settlement Funds Planning Grant Request**
- October 11, 2021- Budgets due if not submitted earlier
- October 30, 2021- All counties in a region receiving a planning grant must sign the MOU and Settlement documents by October 30th.
- March 31, 2022- Final date to use funds. All invoices must be submitted by 5:00PM

Opioid Response Settlement Funds Planning Grant Request

**Please note that the applicant will be the primary contact for this grant on behalf of the Region for the duration of the grant. Each region should only submit one application per Region.*

Opioid Settlement Region	<input type="text" value="14"/>
Applicant's Name:	<input type="text" value="Joni Reynolds"/>
Applicants' County:	<input type="text" value="Gunnison County Health & Human Services"/>
Applicant's Title:	<input type="text" value="Director"/>
Applicant's Email:	<input type="text" value="jreynolds@gunnisoncounty.org"/>
Applicant's Phone:	<input type="text" value="970-641-7940"/>

If your region has already identified the facilitator you'll be working with, please answer the following and attach a budget. Please do not initiate billable work on this grant until you have an executed Purchase Order and Statement of Work. If you are still determining which facilitator you will be working with, please skip the following questions. Your budget and grant request amount will be due by October 11th. Your Purchase Order and Statement of Work will be sent by October 29, 2021.

Amount Requested*:	<input type="text" value="20,000"/>
*Maximum of \$20,000	

Facilitator's Name/Agency (if currently identified):	<input type="text"/>
--	----------------------

Signature:	<input type="text" value="Joni Reynolds"/>
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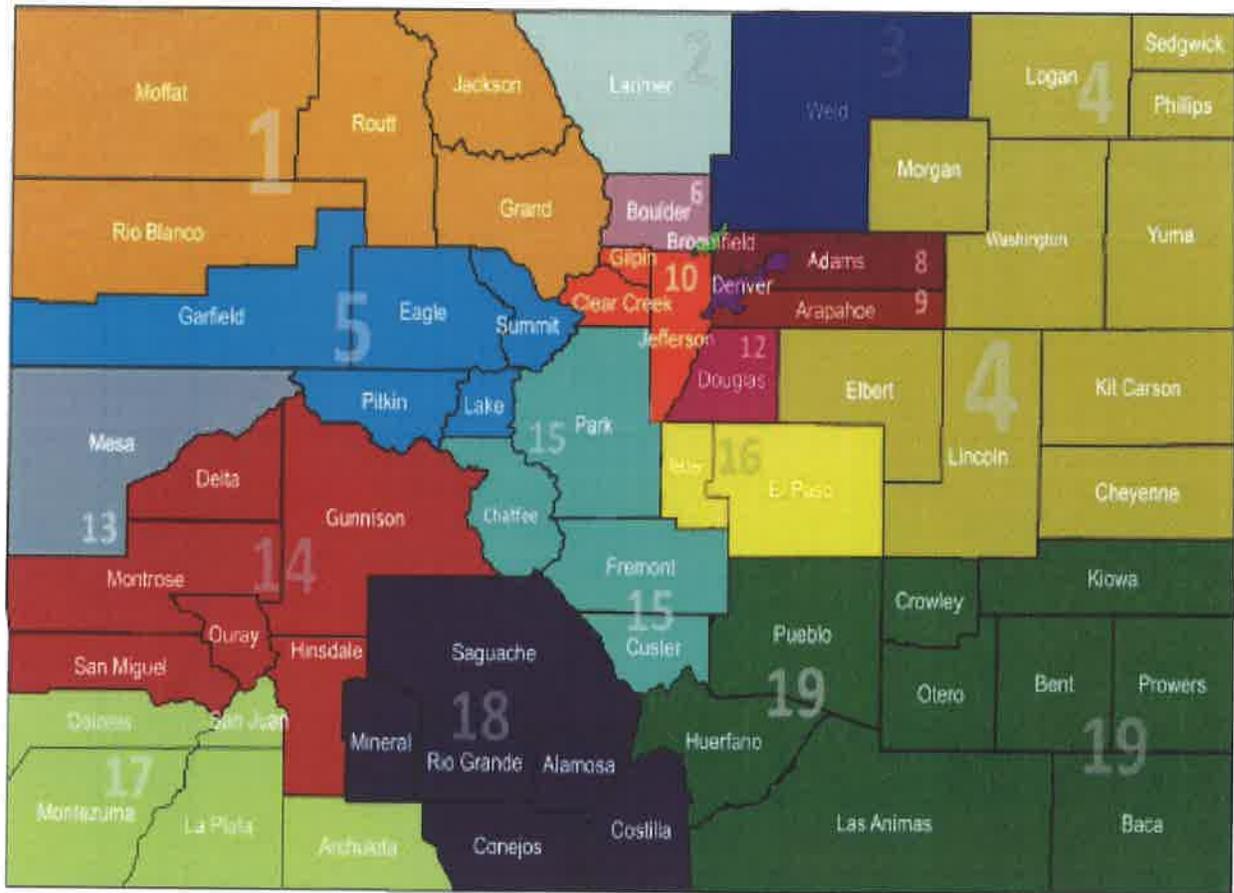
Submission and Questions: Please email Amy Berkowitz Caplan at amy.berkowitzcaplan@coag.gov with your completed request (page 3) and your budget.

Organizations and individuals listed below are not endorsed by the Attorney General's Office and are provided only as a resource. Regions may utilize other facilitators not included on this list.

- Steadman Group: <https://steadmangroup.com/>
- Center for Public Health Practice: <https://www.publichealthpractice.org/facilitation>
- Noonan Consultants: <https://noonanconsults.com/>
- Spark Policy Institute: <https://sparkinsight.com/introducing-spark-policy/>
- Trailhead: <http://trailhead.institute/how-we-help/community-engagement>
- Center for Health Progress: <https://centerforhealthprogress.org/the-work/professional-services/>
- Health Management Associates: <https://www.healthmanagement.com/what-we-do/public-health/>
- Civic Canopy: <http://www.civikkanopy.org/our-work/#services>
- John Snow, Inc: <http://www.jsi.com/JSIInternet/USHealth/techexpertise/display.cfm?tid=1000&xid=1849>
- OMNI: <http://obhpreventionservices.org/services/>
- Third Horizon Strategies: <https://thirdhorizonstrategies.com/meet-the-team/mindy-klowden/>



Proposed regions for the distribution of opioid settlement funds



Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Maroon Bells Snowmass Wildernes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached correspondence.

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\khaase

Discharge Date: 10/1/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/5/2021

October 1, 2021

Kevin Warner, White River National Forest District Ranger
White River National Forest
Email: kwerner@fs.fed.us

Re: Maroon-Bells-Snowmass Wilderness Overnight Fee Proposal

Dear Kevin,

The Gunnison County Board of Commissioners supports the White River National Forest's (WRNF) Maroon-Bells-Snowmass Wilderness Overnight Fee Proposal. The fee proposal is consistent with the objectives of Gunnison County and its goal of supporting sustainable tourism. Gunnison County Commissioners supported a similar program in the GMUG near Crested Butte that eliminated dispersed camping and implemented a fee based, designated campsite program. The program went active in the spring of 2021 and was a success.

Sustainable tourism is a priority due to the increase in visitors, the lack of adequate infrastructure to accommodate the increases, and the ongoing damage done to the landscape. We support the policy to use fee-revenue on-site to fund restoration of heavily damaged areas, increased ranger presence, increased outreach and education, improvements to trail access, trailhead signage and information kiosks, more work with volunteers and partners, and expansion of the wildlife safety program.

Gunnison County Board of Commissioners understands that 23% of the Maroon-Bells-Snowmass area is being considered under this fee proposal. We support the area being considered and recognize that the boundaries target the highest concentration of use. This still allows visitor 153,000 acres of fee free terrain to explore.

Best Regards,

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Colorado Special Highway Commit

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This application is for design of a bridge over Slate River on the Gothic Road. We applied last year and it was not funded.

Fiscal Impact: \$265,675.00 Last year's number

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

County's match being \$53,135

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 9/30/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Reports

Agenda Date: 10/5/2021



Public Works Department

195 Basin Park Dr., Gunnison, CO 81230

Phone: 970-641-0044

Fax: 970-641-8120

October 20, 2020

Mr. Eric Bergman
Colorado Counties, Inc.
1144 Sherman Street
Denver, CO 80203
ebergman@ccionline.org

RE: Submittal of Application for SHC Bridge Funding

Dear Mr. Bergman:

Gunnison County's application for State Highway Bridge funds for the design of an important structure in our county is included with this submittal letter. Gunnison County built many bridges under the previous bridge program, but we have not built a structure using this funding.

We appreciate the opportunity that this program presents for local governments to apply for funding for projects that we do not have the financial resources to complete.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Houck", with a long horizontal flourish extending to the right.

Jonathan Houck, Chairperson
Board of County Commissioners

COLORADO SPECIAL HIGHWAY COMMITTEE Off-System Bridge Program Application Data	Structure Number: GUN317-00.40A	Application Date: 10/2020
	Structure Location: 0.5 Mi. North of Crested Butte	County / Municipality: Gunnison

CDOT Engineering Region: Region 3	CDOT Local Agency Coordinator: Jason Huddle	Consulted Prior to Application Date <input checked="" type="checkbox"/>
Project type: Replacement	Request type: Original	
Design level completed at time of application:	No Design	
Work phase to be funded by this grant application:	Design Only	
Estimated total project cost (Design + Construction):	\$2,377,925	
Year the total project cost estimate was created:	2020	
20% minimum local match amount:	\$ 476	
Local overmatch amount:	0	
Proposed total local match amount:	\$ 0	
Local match commitment documentation:	TBD	
SHC grant amount requested:	\$265,675	
Colorado fiscal years when funding will be required:	2021-2022	
Anticipated start date: January 2021	Anticipated completion date: January 2022	

Work description:

The County proposes to replace the existing bridge and use SHC grant funds for only the design of the new bridge. The County has completed a feasibility study with a professional consulting engineer to help document the best course of action regarding rehabilitation vs replacement which is included with this application. This application request is for design engineering estimated to be \$265,675 total and therefore the County's 20% match would be \$53,135 and the grant funding the remaining 80% or \$212,540.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Thornton Meadows Covenant Amendment; LUC-21-00046

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Thornton Meadows Covenant Amendment

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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/29/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 5

Agenda Date: 10/5/2021



Date: September 16, 2021

RE: Thornton Meadows Covenant Amendments

LUC-21-00046

The Thornton Meadows HOA has submitted amended covenants. They are minor adjustments to the current covenants, including allowing a smaller home of no less than 1,300 sq. ft and a 400 sq. ft. garage.

- The county attorney's office has reviewed and consented to a BOCC review of the application
- Thornton Meadows HOA confirms the required 67% affirmative votes
- This only requires a vote no signatures or resolution

You may review the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

projects

Search by application number- LUC-21-00046

Click on file

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development



DECLARATION OF PROTECTIVE COVENANTS

OF

THORNTON MEADOWS

THIS DECLARATION AND AGREEMENT is executed the 27th day of September, 2007, by Deloray LLC, a Colorado limited liability company, ("Declarant").

ARTICLE 1.

STATEMENT OF PURPOSE OF DECLARATION

Section 1.1 Ownership of Property. Declarant is the owner of real property described as Lot M-1, SPRING MEADOWS, according to the official plat thereof filed October 11, 1978, bearing Reception No. 332126, County of Gunnison, State of Colorado ("Property").

Section 1.2 Declaration of Covenants. Declarant hereby makes, declares and establishes the following covenants, restrictions and easements which shall affect the Property. This Declaration of Protective Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts or parts thereof, their heirs, successors and assigns and their tenants, employees, guests and invitees and shall inure to and be for the benefit of each Owner of a Lot within the Property.

Section 1.3 Statement of Purpose. This Declaration of Protective Covenants is imposed for the benefit of all Owners and future owners of Lots, parcels and areas located within the Property and to provide for the preservation of values of the Property and to provide and to establish the covenants, easements, restrictions, assessments and liens hereafter set forth, all of which are for the benefit of the Owners of Lots.

Section 1.4 Enlargement of Property. Declarant hereby waives the right to enlarge the Property.

Section 1.5 Common Interest Community. Declarant further declares the Property to be a Planned Community under the Colorado Common Interest Ownership Act ("Act") consisting of nineteen (19) lots.



ARTICLE 2.

DEFINITIONS

The following terms and words shall have the following definitions:

Section 2.1 **"Association"** shall mean Thornton Meadows Association, a Colorado non-profit corporation, or any successor thereof charged with the duties and obligations set forth herein.

Section 2.2 **"Association Documents"** shall mean this Declaration of Protective Covenants, the Plat, the Articles of Incorporation and Bylaws of the Association, any amendments thereto, and any future design guidelines, rules and regulations or policies adopted by the Association.

Section 2.3 **"Assessments"** shall mean annual, periodic, special or default assessments levied pursuant to this Declaration to provide the funds required to meet the obligations of the Association.

Section 2.4 **"Building"** shall mean a building or structure, or any similar type of improvement situate and located on a lot or parcel of land within the Property.

Section 2.5 **"Building Site"** shall mean the envelope or area within a Lot where a Building or other improvement shall be located, always subject to the prior written approval of the Executive Board. The location of a Building Site constitutes no warranty or assurance that the Building Site is free of building constraints.

Section 2.6 **"Carport"** shall mean an open sided shelter for motor vehicles formed by a roof projecting from the side of a Building.

Section 2.7 **"Common Area"** shall mean Open Space and all of the Property, except for the Lots, which the Association owns for the common use and enjoyment of its members, as designated on the recorded plat. Common Areas shall be used for utilities easements, irrigation ditches, walking, exercising dogs, picnicking, playing and other activities approved by the Association. The Association's interest may include, without limitation, estates in fee, estates for a term of years, leasehold estates, or easements. Each and every Common Area may have a restricted use or enjoyment and may be designated for a specific use for such Common Area.

Section 2.8 **"Executive Board, Board of Directors" or "Board"** shall mean the Board of Directors of the Association duly elected and acting according to the Articles of Incorporation and Bylaws of the Association.

Section 2.9 **"Family Residence"** shall mean the residence on any Lot designed for occupancy by the owner of the Lot.

Section 2.10 **"Garage"** shall mean an accessory building or an accessory portion of a residence designed for the storage of two or more motor vehicles.



Section 2.11 "Improvement" shall mean all buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, decks, enclosures, changes in exterior color or shape, excavation, and all other site work including without limitation grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement constructed or completed on the Property.

Section 2.12 "Lot" shall mean a Lot as shown on the Plat of Thornton Meadows and any subsequent Plat, but not including common areas. Thornton Meadows shall have nineteen (19) Lots.

Section 2.13 "Maintenance Fund" shall mean the fund created by assessments and fees levied pursuant to this Declaration to provide the Association with funds it requires to carry out its duties hereunder.

Section 2.14 "Member" shall mean any person holding membership in the Association whose land is subject to all of the terms and provisions of this Declaration.

Section 2.15 "Mortgage" shall mean any mortgage, deed of trust or other document pledging a Lot or interest therein as security for the payment of any indebtedness. "First Mortgage" shall mean any mortgage which is not subject to or junior to any lien or encumbrance, except liens for taxes and other liens which are given priority by statute.

Section 2.16 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot; provided, however, that prior to the first conveyance of any Lot for value under this Declaration, the Owner shall mean the Declarant.

Section 2.17 "Plat" shall mean the plat of Thornton Meadows and all subsequent plats as filed in the records of Gunnison County, Colorado, which are subject to this Declaration, and as the same may be amended or revised from time to time and affecting the Property.

Section 2.18 "Property" shall mean and include all of Lot M-1, SPRING MEADOWS, according to the official plat thereof filed October 11, 1978, bearing Reception No. 332126, County of Gunnison, State of Colorado.

ARTICLE 3.

USE OF LOTS

Section 3.1 "Residential Use". All Lots shall be used exclusively for residential purposes and home occupations approved by the Association to ensure that the peace, quiet, neatness and residential character of Thornton Meadows are not diminished. Only persons who reside in the Thornton Meadows residence in which the home occupation is conducted shall engage in such home occupation. Each Lot shall have one Family Residence and one attached or detached Garage. Each Lot may also have a Carport. No additional Buildings shall be permitted. No time-sharing shall be allowed.



Section 3.2 Building Site. The Family Residence and other Improvements shall be located entirely within the Building Site.

Section 3.3 Approval of Use. No Improvement shall be constructed on any Lot except only as approved by the Executive Board.

Section 3.4 No Commercial Use. No commercial or business enterprise of any nature shall be allowed or permitted on any Lot or Common Area; provided, however, that the Owner of the Lot may be permitted to rent or lease the Family Residence for terms of at least six (6) months and to conduct a home occupation, artistic or literary activity on any Lot upon the prior approval by the Executive Board as to such occupation or activity. No such home occupation or artistic or literary activity shall diminish the residential character of the subdivision or employ any persons who do not reside in the Family Residence. No home occupation involving more than four client or customer visits to a Lot per day shall be allowed.

Section 3.5 Snowmobiles. Snowmobiles, snowcats, snowtractors or other similar motorized vehicles for travel over snow shall not be operated upon the Property.

Section 3.6 Motorcycles and All Terrain Vehicles. Motorcycles, all terrain vehicles and other similar or noisy vehicles shall not be operated upon the Property, except to access a Lot.

Section 3.7 Parking. Parking is prohibited on Regent Circle. All motor vehicle parking shall be in designated parking areas approved by the Executive Board. Tractors, snowmobiles, motorcycles, recreational vehicles, trailers and other similar vehicles and watercraft and boats shall be parked and/or stored within a fully enclosed Garage at all times.

Section 3.8 Rules and Regulations. The Executive Board shall have the authority to promulgate and enforce Rules and Regulations and/or design guidelines regarding the Property and its use on condition that such rules and regulations and/or design guidelines are not inconsistent with this Declaration.

Section 3.9 Partition of Lots. No part of a Lot may be partitioned, separated or subdivided from any other part thereof.

Section 3.10 Rules and Regulations. The Executive Board shall have the authority to promulgate and enforce rules and regulations and/or design guidelines regarding the Property and its use on condition that such rules and regulations and/or design guidelines are not inconsistent with this Declaration.



ARTICLE 4.

ARCHITECTURAL REVIEW AND APPROVAL

Section 4.1 Architectural Review Board. The Executive Board shall be the Architectural Review Board.

Section 4.2 Review and Approval. No Family Residence, Garage, Building or other Improvement shall be commenced, constructed, erected, altered, taken apart or maintained upon any Lot, nor shall any landscaping, excavation or tree clearing be done, nor shall any exterior addition, change, painting, decoration or alteration be made, until the plans and specifications thereof have been submitted to and approved in writing by the Executive Board in the manner hereafter set forth.

Section 4.3 Submittal Procedure. Prior to the commencement of any such work, complete plans shall be submitted to the Executive Board for approval. The Executive Board shall determine when a submission is complete. The submittal for approval shall include, at a minimum, the following documents:

- A. A plot plan showing the location of any Building(s) or Improvements, landscaping, fences, driveway, parking area and any terrain or structure features, such as large rocks, trees, ponds, patios, fences, utility lines, storage areas or decks.
- B. Complete plans and specifications for the Building(s), and including a roof plan, in sufficient detail to verify and confirm the size, type and dimensions of the Building(s), mass and height of the Building(s), all design features thereof, all exterior elevations showing all sides of the Building(s), all floor plans and the types of construction and materials. All foundations shall be designed by a licensed engineer or architect.
- C. Samples of the exterior materials and color schemes for the Building(s).
- D. A detailed landscape, drainage and grading plan, including topography and contour lines.

Section 4.4 Purpose of Review. The Executive Board shall consider the suitability of the proposed Building(s) and in particular the harmony of the Building(s) with the environment, the effect of the Building(s) on the utilization and view of the Lot and other Lots and the placement of the Building(s) with respect to topography, drainage, snow removal, ground elevations, and existing natural and terrain features.

Section 4.5 Hearing. The Executive Board shall, within sixty days of receiving an application for approval with all accompanying data, hold a hearing on such request, subject to the requirements of Section 4.10. The Executive Board may approve, disapprove or approve with conditions any request submitted to it. The decision of the Executive Board shall be in writing.



Section 4.6 Notice of Hearing. The Applicant, and any person on his behalf, may attend the hearing on the application for approval and submit information in support of the application. Notice of the hearing shall be given in writing to all members of the Association and all members shall have the right to be present at the hearing or to submit written comments.

Section 4.7 Quorum. A majority of the Executive Board shall constitute a quorum and all decisions of the Executive Board shall be by a majority vote of the directors present.

Section 4.8 Final Decision. The decision of the Executive Board shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado. The Executive Board shall indicate in the event of denial, the reasons why the application was denied and grant to the applicant an opportunity to resubmit with the revisions and corrections that would bring the application into conformity with the requirements of the Executive Board and Association Documents.

Section 4.9 Rules and Regulations. The Executive Board may adopt such design guidelines and rules and regulations which are not inconsistent with this Declaration as it deems appropriate to govern its proceedings and the use of Lots, easements and Thornton Meadows.

Section 4.10 Application Fee. A reasonable application fee may be required for any approval request. If the Executive Board deems it appropriate to incur any professional or other expense in connection with an application, the Owner of the Lot to which the application pertains shall be obligated to pay such expense prior to the Executive Board's decision on the Owner's application.

Section 4.11 Building and Other Permits. In addition to the requirement for approval by the Executive Board, each owner is responsible for obtaining all approvals, licenses and permits as may be required by Gunnison County, Colorado and any other entity or district having jurisdiction over the Lot prior to the commencement of construction. An application to Gunnison County for a residential Building Permit must comply with all applicable building codes adopted and amended by Gunnison County, and with any applicable energy and resource conservation standards currently required by Gunnison County. In addition, construction on and use of Lots are subject to the terms, provisions and restrictions of Board of County Commissioners Resolution No. 53 Series 2006, recorded as Reception No. 566810 of the Gunnison County records. Prospective purchasers of Lots in Thornton Meadows are advised to contact Gunnison County's planning and building departments to ascertain what permits are needed and how to obtain approval of such permits.

ARTICLE 5.

DESIGN REQUIREMENTS

Section 5.1 Design Requirements. Any Family Residence, Garage, Building or Improvement on any Lot shall comply with the design requirements of this Declaration and of all design guidelines which may be adopted by the Executive Board.



Section 5.2 Building Site. Any Building or Improvement shall be constructed entirely within the designated Building Site for the Lot.

Section 5.3 International Residential Code. All Buildings and Improvements shall meet all of the requirements, including fire protection standards, of the International Residential Code, and all other applicable codes, rules and regulations.

Section 5.4 Minimum Floor Area. The floor area shall be not less than 1,600 square feet for any Family Residence plus an attached or detached Garage of at least 480 square feet. The floor area of the Garage shall be not less than 20% of the floor area of the Family Residence.

Section 5.5 Maximum Floor Area. The maximum floor area of all Buildings on a Lot, shall not exceed 4,160 square feet in the aggregate. The floor area of each Building shall be limited to the following:

<u>Building Type</u>	<u>Maximum Floor Area of Building</u>
<u>Lots 1-3, 10-19</u>	
Family Residence	3,200 square feet
Garage (attached or detached)	960 square feet
<u>Lots 4-9</u>	
Family Residence	2,600 square feet
Garage (attached or detached)	720 square feet

Section 5.6 Height. No Building shall be higher than 2 stories above grade. The maximum height of any Building shall be 30 feet. The height of a Building for the purpose of this Section shall be determined in accordance with the regulations of Gunnison County.

Section 5.7 Roofs. Roof material and design shall be approved by the Executive Board. Any metal roof must have a dark, non-reflective color finish approved by the Executive Board. Minimum roof pitch shall be 5:12.

Section 5.8 Exterior Building Materials and Style. All Buildings shall have muted, unobtrusive, primarily earth tone colors and materials that blend with the surrounding natural terrain and environment. No bright colors, materials or construction techniques which would unnecessarily call attention to the Building shall be permitted. A-frames or geodesic domes shall not be permitted. At least 25% of the exterior of each Building shall be finished in an architecturally appropriate material different from the primary exterior material.

Section 5.9 Service or Utility Areas. All service or utility areas or yards and garbage cans and trash storage areas shall be screened from view on all sides and protected from bears, wildlife and other animals.



Section 5.10 Exterior Lighting. All exterior lighting shall be designed and directed in a manner which complies with Section 13-114 of the Gunnison County Land Use Resolution, as approved by the Executive Board. All exterior lighting or illumination on any Lot shall be so located, placed, shielded and designed to be architecturally and aesthetically in keeping with the Buildings and surroundings and to have minimum visual impact on any other Lot or any nearby land. No unsheathed exterior lighting shall be allowed. All lighting shall be shielded by full cutoff fixtures. No mercury vapor or similar lighting shall be allowed.

Section 5.11 Antennae. No exterior radio, television, microwave or other antennae or antennae dish or signal capture or distribution device shall be permitted or installed on any Lot unless it is 18" or less in diameter and designed and located to be as unobtrusive as possible. The design and location of all antennae shall be approved by the Executive Board.

Section 5.12 Solid Fuel Burning Devices. One "approved solid fuel burning device", as defined by Gunnison County, shall be allowed on each Lot.

Section 5.13 Carports. The roof of a Carport must be a projection of and at the same pitch as the Family Residence roof. Each four square feet of Carport area counts as one square foot in computing the maximum floor area of the Family Residence.

Section 5.14 Defensible Space. All flammable vegetation shall be prohibited within 15 feet of a structure's eaves and mowed to a height of 8 inches, or less, within 70 feet of a structure's eaves.

ARTICLE 6.

CONSTRUCTION AND MAINTENANCE REQUIREMENTS

Section 6.1 Excavation, Reclamation and Noxious Weed Control. No excavation shall be made on any Lot, except in connection with a Building approved by the Executive Board in accordance with this Declaration of Protective Covenants. Each Lot Owner shall comply with the reclamation and noxious weed control requirements of the Gunnison County Land Use Resolution and other applicable regulations regarding any excavation and/or ground disturbance on the Owner's Lot. The Declarant and/or the Association shall comply with the reclamation and noxious weed control requirements of Section 13-115 of the Gunnison County Land Use Resolution and other applicable regulations regarding any excavation and/or ground disturbance on Common Areas.

Section 6.2 Electrical and Telephone Service. All new electrical and telephone service shall be installed underground.

Section 6.3 Water and Sewage Disposal Systems. All Buildings designed for human occupancy shall be connected to a central water system maintained by the Association, a sewage collection system operated by Gunnison County and sewage treatment facilities operated by the City of Gunnison. The Owner of each Lot shall, at his or her expense, install and maintain a water treatment system approved by the Association and pay a water tap fee to the Association before connecting to the Thornton Meadows central



water system. The Owner of each Lot shall pay a sewer tap fee to Gunnison County before connecting to the Gunnison County sewer line which serves Thornton Meadows.

Section 6.4 Signs. No sign of any kind shall be displayed on any Lot, except only a sign not to exceed four square feet identifying the Owner and/or address of the Lot or a sign, not to exceed four square feet, advertising the property for sale. Installation of signs requires compliance with the Gunnison County Land Use Resolution and may require a sign permit pursuant to Section 13-109 of the Land Use Resolution.

Section 6.5 Drainage, Grading and Erosion Control. No Owner shall do or permit any work, construct any improvements or do any landscaping which shall alter or interfere with the natural drainage for the Property, except to the extent the same is approved by the Executive Board and as authorized by any surface water discharge easement. All grading and excavation shall be performed in compliance with Section 13-116 of the Gunnison County Land Use Resolution.

Section 6.6 Temporary Structures. No temporary structure, mobile home, modular home, trailer house, travel trailer or R.V. vehicle shall be permitted on any Lot, except only as may be determined to be necessary during the period of construction of the Family Residence and as specifically approved by the Executive Board; provided, however, a single motor home, travel trailer or similar vehicle of any Owner or an Owner's guest or a tent for camping shall be permitted within the Building Site of a Lot for a period of time which shall not exceed 30 days per year.

Section 6.7 Continuity of Construction. All construction, reconstruction, alterations or improvements shall be prosecuted diligently to completion and shall be completed within twelve months of the commencement thereof, unless an exception is granted by the Executive Board for good cause.

Section 6.8 Landscaping. The Lot and all landscaping and foliage thereon shall be maintained in its natural condition to the extent possible. No foliage shall be cut or removed from any Lot except only (1) as required to permit ingress and egress to and from the Building Site, (2) to clear the actual construction site for any Family Residence or Garage, (3) to remove any diseased or dead foliage, (4) to remove any foliage that poses a danger to any Building, and (5) as required for Wildfire Safety. No Lot shall contain more than 4,000 square feet of irrigated lawn. The Association shall install and maintain landscaping in Common Areas and Owners shall install and maintain landscaping on Lots in compliance with Section 13-111 of the Gunnison County Land Use Resolution.

Section 6.9 Trash. No trash, ashes, garbage or other refuse shall be allowed to accumulate or placed on any Lot or area within the Property. There shall be no burning, burying or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from the wind and protected from bears, wildlife and other animals and other disturbance. All Lots shall at all times, including during construction, be maintained in a neat and attractive condition. All construction debris shall be stored within a dumpster or other comparable container or receptacle.



Section 6.10 Abandoned or Inoperable Vehicles. Abandoned or inoperable automobiles or motor vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any Lot, except in a fully enclosed garage. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own power for a period of one (1) week or longer. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Lot Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Lot Owner.

Section 6.11 Noise. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the improvements on any Lot, shall be placed or used on any Lot. Except for a brief warning bark when a person approaches the Lot, no dogs shall be allowed to bark, whine or otherwise make noise which is audible on nearby Lots.

Section 6.12 Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted upon the Property which is offensive or detrimental to any other part of the Property or its Owners or occupants; provided, however, that this Section shall not apply to any reasonable, usual noise or other activity involving construction of any improvements approved by the Executive Board. No motor vehicles of any kind shall be operated within Thornton Meadows except on platted roadways and on driveways and parking areas.

Section 6.13 Hazardous Activities. No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such hazardous activities include, but are not limited to hunting, setting off fireworks and discharging firearms, bows and arrows, explosives, air or pellet guns or any similar devices. No outside open fires shall be permitted on any Lot unless contained within a cooking or barbecue unit or grill.

Section 6.14 Fences. No fences, walls or barriers shall be constructed, erected or maintained on any Lot except upon approval by the Executive Board. The Association shall be responsible to maintain any perimeter fence around Thornton Estates in compliance with Section 13-113 of the Gunnison County Land Use Resolution.

Section 6.15 Wetlands. All driveways, Buildings and other Improvements shall be located, designed and constructed so as to avoid affecting wetlands to the extent feasible. Lot Owners shall comply with all terms and provisions of any 404 Permit issued by the United States Army Corps of Engineers for construction of Improvements at Thornton Meadows.

Section 6.16 Driveways. All driveways shall be located as approved by the Executive Board at least 15' from the side lot lines.

Section 6.17 Tree Removal. Removal of trees and other foliage shall be strictly limited. The Executive Board shall have broad discretion to restrict removal of trees and other foliage and to require replacement of trees and other foliage.



Section 6.18 Outside Parking and Storage. No Owner shall have or allow more than two motor vehicles to be parked outside at the Project at any time. The following are absolutely prohibited from Thornton Meadows, unless parked or stored within a fully enclosed garage or carport:

- A. Motor homes, recreational vehicles (RVs) and campers mounted on pickups;
- B. Pick-up campers not mounted on a pickup;
- C. Motorcycles;
- D. All terrain vehicles (ATVs);
- E. Trailers of any kind;
- F. Snowmobiles;
- G. Boats, kayaks and inflatable rafts;
- H. Inoperable vehicles (a vehicle which has not been driven under its own power for a period of one week, or longer);
- I. Bicycles, skis, snowboards, sleds and other recreation equipment;
- J. Construction equipment, tools, snowblowers and other equipment; and
- K. Trucks larger than 1 ton trucks.

ARTICLE 7.

ANIMALS

Section 7.1 Dogs and Cats. The Owner of a Lot may keep and maintain no more than 2 dogs and 2 cats within the Lot, subject to the following conditions:

- A. All dogs and cats shall be confined by kenneling, leashing, fencing or other physical restraint at all times. This restriction may be enforced by Gunnison County at the expense of the Owner.
- B. The Lot Owner shall at all times be personally liable and responsible for all actions of any dog or cat owned by or visiting the Lot of the Owner and any damage caused by the dog or cat.
- C. No dog may be left leashed or chained on a Lot for more than fifteen minutes at one time. Dogs left alone on a Lot for more than fifteen minutes must be confined by a fence or kennel.

D. No dog or cat shall create a nuisance nor noise problem within Thornton Meadows.

E. The owner of any dog or cat shall immediately clean up any excrement left by such dog or cat within Thornton Meadows.

Section 7.2 Other Animals and Pets. No other animals or pets may be kept or maintained by any Owner except upon the prior written permission of the Executive Board, provided, however, that in no event may livestock be kept or maintained on any Lot. For purposes of this Section 7.2, livestock shall include, but not be limited to, horses, cattle, llamas, goats, sheep and hogs.

Section 7.3 Rules and Regulations. The Executive Board shall adopt suitable rules and regulations regarding animals and pets within Thornton Meadows. The Executive Board shall have the authority to determine that any such animal has created a noise, odor or nuisance problem within Thornton Meadows and to require removal of such animal from Thornton Meadows.

Section 7.4 Impoundment of Animals. The Association is specifically empowered to impound any animal running at large within the Property. The Owners shall be notified that any adjacent landowner engaging in agricultural operations has the right to destroy any dogs which are harassing livestock within that person's property. Upon impoundment, the owner of the animal, if known, shall be immediately notified and the animal taken to the nearest facility which accepts impounded animals. It is the duty of the owner of such animal to recover the animal from such facility and to pay all costs and fees incurred in the impoundment of the animal. If the animal is not recovered by the owner in accordance with the rules and regulations of the impoundment facility, the facility may destroy the animal without liability to the facility, any other Owner or the Association.

ARTICLE 8.

THORNTON MEADOWS ASSOCIATION

Section 8.1 Management By Association. The operation and management of Thornton Meadows shall be undertaken by Thornton Meadows Association, a Colorado non-profit corporation, which has been formed and will be operated as a Lot Owners' association on behalf of all Owners of Lots in Thornton Meadows. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary or convenient to manage the business and affairs of Thornton Meadows. An Owner of a Lot shall automatically become a member of the Association and shall remain a member for the period of his ownership. The initial Executive Board shall have three (3) members. The Executive Board may be enlarged to five (5) members by resolution of the Executive Board. Except for members of the Executive Board appointed by Declarant during the period of Declarant control, all Executive Board members shall be elected by Owners of Lots in Thornton Meadows.



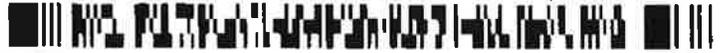
Section 8.2 Declarant Control. Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association during the term of Declarant Control. "Declarant Control" begins with the appointment of the initial Executive Board and continues until the earlier of: (a) five (5) years from the date of recording the Declaration, (b) sixty (60) days after Declarant conveys seventy-five percent (75%) of the Lots that may be created to Owners other than Declarant; (c) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or (d) two (2) years after the right to add new Lots was last exercised (if such right is reserved by Declarant in this Declaration). Declarant may voluntarily relinquish such power evidenced by a notice executed by Declarant and recorded with the Gunnison County Clerk and Recorder but, in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective. Under the Act, Declarant Control is further extinguished, to the extent stated, sixty (60) days after the following events: (a) Declarant conveys twenty-five percent (25%) of the Lots that may be created to owners other than Declarant, to the extent of twenty-five percent (25%) of the members of the Executive Board (minimum of one), and (b) Declarant conveys fifty percent (50%) of the Lots that may be created to Owners other than a Declarant, to the extent of thirty-three and one third percent (33 1/3%) of the members of the Executive Board.

Section 8.3 Association Management. The Association shall conduct the general management, operation and maintenance of Thornton Meadows and the enforcement of the provisions of this Declaration and of the Articles and Bylaws of the Association, any Design Guidelines and rules and regulations adopted thereunder. The Association may assign its future income, including its rights to receive Common Expense assessments, only by the affirmative vote of the Owners of Lots to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose.

Section 8.4 Representative of Owner(s). If any Lot is owned by more than one person or by a partnership, joint venture, corporation, limited liability company or other entity, the Owner(s) shall designate to the Association in writing the name and address of the representative to whom all legal or official assessments, liens, levies or other notices may be mailed. Upon failure to so designate a representative, the Association shall be deemed to be the agent for receipt of notices to such Owner(s).

Section 8.5 Notice to Lot Owners. Notice of matters affecting the Association, the Common Area or other aspects of Thornton Meadows shall be given to Lot Owners by the Association or other Lot Owners in writing addressed to each Lot Owner at the address provided to the Association by each Lot Owner. If a Lot Owner has failed to provide an address, the Association shall use the address set forth in the deed or other instrument of conveyance recorded in the Gunnison County records by which the Lot Owner acquired title.

Section 8.6 Delivery of Documents by Declarant. Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the Executive Board, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including, without limitation, the following items:



- A. The original or a certified copy of the recorded Declaration, as it may be amended, the Articles of Incorporation, Bylaws, Design Guidelines, minute books, other books and records, and any rules and regulations which may have been promulgated;
- B. An accounting for Association funds and audited financial statements from the date the Association received funds and ending on the date the Period of Declarant Control ends;
- C. The Association funds, books and records;
- D. All of the tangible personal property that has been represented by the Declarant to be the property of the Association or that is necessary for and has been used exclusively in the operation and enjoyment of the Common Areas;
- E. A copy, for the nonexclusive use of the Association, of any plans and specifications used in the construction of Improvements in Thornton Meadows;
- F. All insurance policies then in force in which the Owners, the Association, or its directors and officers are named as insured persons;
- G. Copies of any certificates of occupancy that may have been issued with respect to any improvements comprising the Common Area;
- H. Any other permits issued by governmental bodies applicable to Thornton Meadows and which are currently in force or which were issued within one (1) year prior to the date on which Owners other than the Declarant took control of the Association;
- I. Written warranties of any contractor, subcontractors, suppliers and manufacturers that are still effective;
- J. A roster of Owners and their addresses and telephone numbers, if known, as shown on the Declarant's records and facilities, including water facilities;
- K. Employment contracts in which the Association is a contracting party;
and
- L. Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the person performing the services.

Section 8.7 Executive Board. Except as otherwise provided in this Declaration or the Bylaws, the Executive Board may act in all instances on behalf of the Association. Except for members of the Executive Board appointed by the Declarant during the Period of Declarant Control, all members of the Executive Board shall be Members of the Association, or in the event that a Member is an entity other than a natural person, such member of the Executive Board shall be an authorized representative of such entity Member.



Section 8.8 Powers of the Executive Board. Except as provided in the Bylaws and the Act, the Executive Board may act in all instances on behalf of the Association, to:

- A. Adopt and amend bylaws and rules and regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
- C. Hire and terminate management agents and other employees, agents and independent contractors;
- D. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Thornton Meadows;
- E. Make contracts and incur liabilities, except that any contract providing for the services of Declarant may not exceed three years and must provide for termination by either party without cause and without payment of a termination fee on ninety days or less written notice;
- F. Maintain and plow snow from all roads in Thornton Meadows and regulate the use, maintenance, repair, replacement and modification of Common Areas;
- G. Cause additional improvements to be made as a part of the Common Areas;
- H. Acquire, hold, encumber and convey in the name of the Association any right, title or interest to real or personal property, except that Common Areas may be conveyed or subjected to a security interest only if all Owners agree to that action;
- I. Grant easements, leases, licenses and concessions through or over the Common Areas;
- J. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Areas and facilities, including water facilities;
- K. Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents.
- L. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
- M. Provide for indemnification of its officers and Executive Board members and maintain directors' and officers' liability insurance;



- N. Assign its right to future income, including the right to receive Assessments;
- O. Exercise any other powers conferred by the Declaration or Association Bylaws;
- P. Exercise all other powers that may be exercised in this state by legal entitles of the same type as the Association; and
- Q. Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 8.9 Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials. The Association shall maintain such books and records as may be required under the Act.

Section 8.10 Maintenance Accounts: Accounting. If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a manager, then such other persons or manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager, (b) maintain all reserve accounts of the Association separate from the operational accounts of the Association, and (c) provide to the Association no less than once per month an accounting for the previous month. In addition, the Association shall obtain an annual accounting and financial statement of Association funds (on either a review or audit basis, at the Association's discretion) and annual tax returns prepared by a certified public accountant.

Section 8.11 Manager. The Association may employ or contract for the services of a manager to whom the Executive Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws of the Association. The manager shall not have the authority to make expenditures except as directed by the Executive Board.

Section 8.12 Rights of Action. The Association on behalf of itself and any aggrieved Owner shall be granted a right of action against any and all Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. The Owners shall have a right of action against the Association for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the Association or any Owner shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in any arbitration or judicial relief shall be awarded reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorneys' fees, in connection with such arbitration or judicial relief.



Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

Section 8.13 Implied Rights and Obligations. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act and by the Colorado Nonprofit Corporation Act.

Section 8.14 Road Maintenance. All roads within the Property shall be constructed in accordance with the land use change permit issued by Gunnison County, Colorado. Upon completion of construction of the roads, all maintenance, repairs and snow plowing and supervision shall be the duty of and vested in the Association. The Association shall keep in good repair all roads within the Property and maintain the same in suitable condition for use by the members of the Association and drivers of fire trucks and other emergency vehicles.

Section 8.15 Water Rights and Water System Tap Fee.

A. The Association shall be responsible for compliance with the terms of any decree and any plan of augmentation regarding water rights owned or obtained by the Association, the maintenance of all records and other reporting requirements imposed by any decree and the maintenance, repair and replacement of all ditches, pipes, flumes, dams, outlet works, and other physical components required for the proper implementation of any plan of augmentation.

B. The Association shall have the right to charge and periodically increase a tap fee for connection to the Thornton Meadows central water system.

Section 8.16 Lawn and Garden Irrigation. Except as provided in Section 6.8, the Owner or occupant of any Lot within the Property shall not irrigate, by sprinkler, flood irrigation or otherwise, any lawn or garden on any Lot without Executive Board approval; nor shall any Owner or occupant of any Lot take any action which contravenes the provisions and limitations contained in any decree of the Water Court in any case affecting water rights, if any, owned or obtained by the Declarant and/or Association.

ARTICLE 9

COMMON EXPENSES

Section 9.1 Personal Obligation. Each Owner, including Declarant while an Owner of any Lot, is obligated to pay to the Association: (1) the annual assessments; (2) special assessments; and (3) default assessments. Each assessment against a Lot is the personal obligation, jointly and severally, of the Owner(s) at the time the assessment became due and shall pass to successors in title, regardless of whether or not they agree to assume the obligation. No Owner may exempt himself from liability for the assessment by abandonment of his Lot or by waiver of the use or enjoyment of all or any part of the Common Area. Suit to recover a money judgment for unpaid assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorneys' fees in connection therewith shall be maintainable without foreclosing or waiving the assessment



lien provided in this Declaration. All assessments shall be payable in accordance with the levy thereof, and no offsets or deductions thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under the Association Documents.

Section 9.2 Association Budget. The budget shall be submitted to the Owners pursuant to Section 303(4) of the Act. Common expense Assessments shall be due and payable annually or in periodic installments, or in any other manner. Common expense Assessments may begin on the first day of the month in which conveyance of the first Lot to an Owner other than the Declarant occurs. The omission or failure of the Executive Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 9.3 Creation of Lien. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed, is deemed to covenant and agree to pay to the Association all regular, special and default Assessments or charges, all of which shall be fixed, established and collected as determined by the Association. The annual, special and default Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such Assessment is made until paid. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of such Lot at the time when the Assessment became due.

All such Assessments shall be adopted and assessed in the manner set forth in this Article 9.

Section 9.4 Purpose of Assessments. The Assessments levied by the Association shall be used for the following:

- A. The improvement, maintenance and repair of and snow removal from any road serving the Property.
- B. The maintenance, repair or other improvement required to be made by any Owner to any Improvement on any Lot which the Owner fails to do.
- C. The operation of the Association in the performance of its duties.
- D. The operation and maintenance of Common Areas and water supply and sewage collection facilities.
- E. Any other purpose approved by a majority vote of the members of the Association or by a two-thirds vote of the Executive Board.

Section 9.5 Types of Assessments. The Board of Directors shall have the authority to levy the following types of Assessments for the Association:



A. Initially, common expenses shall be estimated by the Association for the period from the date that Thornton Meadows was created to the end of the then calendar year and each Owner shall be assessed his pro rata share thereof at such date. Thereafter common expenses shall be estimated by the Association annually for the ensuing calendar year and each Owner shall be assessed for his pro rata share thereof in advance of the commencement of each such year. The annual Assessments shall be paid equally by the Owners. The Association may establish any reasonable system for periodic collection of Assessments, in advance or arrears, as deemed desirable. At the end of each calendar year the Association shall determine actual expenses and either assess each Owner or credit him against the Assessment for the next ensuing calendar year, as the case may be, for his share of the difference between estimated and actual expenses. Alternatively, the Association may credit any unused portion of Assessments toward a reserve fund. The failure of the Association to fix the Assessment for any Assessment period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the common expenses.

B. In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Areas or for any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this section shall be assessed to Owners equally, subject to the right of the Association to assess only against the Owners of affected Lots any extraordinary maintenance, repair or restoration work on fewer than all of the Lots which shall be borne by the Owners of those affected Lots only, and any extraordinary insurance costs incurred as a result of the actions of a particular Owner or Owner's Agents which shall be borne by that Owner. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

C. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

Section 9.6 Nonpayment of Assessments. Any Assessment, whether regular, special, or default Assessment, which is not paid within thirty days of its due date shall be deemed delinquent. In the event that any Assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

A. Assess a late charge of at least 10% of the amount due and owing per delinquency.



B. Assess an interest rate charge from the date of delinquency at 18% per year, or such other rate not contrary to law as shall be established by the Executive Board.

C. Suspend the voting rights of the Owner during any period of delinquency.

D. Bring an action against any Owner personally obligated to pay the delinquent Assessment.

E. Prohibit a defaulting Owner from using Common Areas and facilities.

F. File a Statement of Lien with respect to the Lot, which lien may be foreclosed in the manner hereafter set forth. The Association may file a Statement of Lien by recording with the Clerk and Recorder of Gunnison County, Colorado, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association and the amount of the delinquent Assessments then owing, which Statement shall be signed and acknowledged by the President, Vice President, Secretary, attorney, manager or other representative of the Association, and which shall be sent by certified mail, postage prepaid, to the Owner of the Lot at such address as the Association may have in its records as to the Owner. Ten days following the mailing of such Notice, the Association may proceed to record and foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. Such Statement of Lien shall secure all Assessments accruing or assessed subsequent to the date of recording of such Statement of Lien until the same has been satisfied and released, together with the Association's attorneys' fees and costs incurred in the preparation and recording of such Statement of Lien and any release thereof. In any action for the payment or foreclosure of such Assessment, the Association shall be awarded as part of the action, the interest, costs and reasonable attorneys' fees with respect to the action.

G. The Statement of Lien shall be superior to all other liens (except government tax liens) and encumbrances on such Lot, including, for one year's regular Assessment, the lien of any Mortgage.

Section 9.7 Successor's Liability for Assessment. In addition to the personal obligation of each Owner of a Lot to pay all Assessments and the Association's lien on a Lot for such Assessments, all successors to the ownership of a Lot shall be jointly and severally liable with the prior Owner for any and all unpaid Assessments, interest, costs, expenses and attorneys' fees against such Lot.

Section 9.8 Association Power. The Association shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Lot or the Common Areas. No Owner shall make any addition or other alteration to any portion of the Common Areas, no matter how minor, without the express written consent of the Executive Board.

Section 9.9 Payment by Holder of Security Interest. Any holder of a security interest on a Lot may pay any unpaid amount payable with respect to such Lot, together with any and all costs and expenses incurred with respect to the lien and upon such payment that holder of a security interest shall have a lien on the Lot for the amounts paid with the same priority as the lien of the security interest.

Section 9.10 Statement of Status of Assessment Payment. Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, holder of a security interest or its designee shall be furnished with a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Lot for unpaid assessments which were due as of the date of the request.

Section 9.11 Voting Rights and Assessment Allocation. The common expense liability and votes in the Association are allocated equally to each Lot and have been calculated as follows:

- A. The common expense liability is based on the number of Lots; and
- B. The number of votes in the association is based on the number of Lots.

ARTICLE 10

INSURANCE

Section 10.1 General Insurance Provisions. The Association shall acquire and pay for, out of the assessments, at least the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

A. **Hazard Insurance Coverage.** Insurance for fire, with extended coverage, vandalism, malicious mischief and all-risks endorsements, in amounts determined by the Executive Board to represent not less than the full then current insurable replacement cost of any Common Area(s) located on the Property, including all fixtures. Maximum deductible amounts for such policies shall be determined by the Executive Board.

B. **Comprehensive Liability.** Comprehensive general public liability and property damage insurance for Thornton Meadows in such amounts as the Executive Board deems desirable, provided that such coverage shall be for at least \$2,000,000 for bodily injury, including death and property damage arising out of a single occurrence insuring the Association, the Executive Board, the manager and their respective agents and employees, and the Lot Owners from liability in connection with the operation, maintenance and use of



Common Areas. Such coverage shall also include legal liability arising out of contracts of the Association and such other risks as are customarily covered with respect to developments similar to Thornton Meadows in the Gunnison County area, including automobile liability insurance if appropriate. The Executive Board shall not enter into employment contracts or independent contractor contracts of any kind unless the contracting party provides evidence (such as Certificate of Insurance) to the Executive Board that such party has current and satisfactory insurance, including workers compensation insurance, commercial general liability and automobile insurance on all of which the Association is named as an additional insured.

Section 10.2 Fidelity Insurance. Fidelity insurance or fidelity bonds must be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees and employees and on the part of all others, including any manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association in an amount determined by the Executive Board.

Section 10.3 Workers' Compensation Insurance. The Executive Board shall obtain workers' compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

Section 10.4 Directors and Officers Liability Insurance. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of the Executive Board against any liability asserted against a member of the Executive Board or incurred by him in his capacity of or arising out of his status as a member of the Architectural Review Board.

Section 10.5 Proof of Insurance. The Association shall furnish proof of such insurance coverage to any Owner upon request.

Section 10.6 Owner's Insurance. In addition, an Owner shall at his own expense, carry:

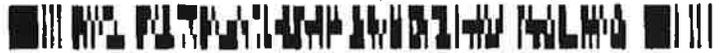
A. Insurance for fire, with extended coverage, vandalism, malicious mischief and all risk and replacement cost endorsements attached for the full current insurable replacement cost of all Improvements on the Lot; and

B. Insurance for homeowner's liability, theft, and other insurance covering personal property damage or loss.

ARTICLE 11

EASEMENTS

Section 11.1 Easements and Licenses. Thornton Meadows is presently subject to easements and licenses as recited in **Exhibit A**. In addition, Thornton Meadows may be subject to other easements granted by the Declarant as shown on the Plat and/or as described in this Declaration.



Section 11.2 Private Walking and Skiing Easements. Private walking easements for Thornton Meadows Lot Owners and their guests are hereby dedicated over the Common Area, subject to such rules and regulations as the Executive Board may adopt.

Section 11.3 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Lots and Common Areas, together with the right to store materials on the Lots and Common Areas, to build and maintain temporary walls, and to make such other use of the Lots and Common Areas as may be reasonably necessary or incident to any construction of the roads, utilities, projects, or Improvements on the Property, or other properties abutting and contiguous to the Property, or to perform warranty work and repairs and construction work on the Lots and Common Areas, to store materials in secure areas and to control and have the right of access to work and repair until completion. Such rights may be exercised by Declarant from time to time, and at different times until completion of the project by Declarant or a Successor Declarant, and no failure to exercise such rights at any time or for a period of time shall constitute a waiver of the rights contained herein.

Section 11.4 Blanket Easements. There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Common Area and the Lots and the structures and improvements situated on the Property for ingress and egress, landscape irrigation system, parking, installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity, and such other purposes as deemed appropriate by the Executive Board, except that such easements may not be utilized by the utility providers until after receiving written approval from the Executive Board. The Executive Board may condition its approval on such matters as it deems appropriate, including without limitation, the location, design, alterations to existing structures and impact on the Common Areas and the project. Said blanket easement includes future utility services not presently available to the Lots which may reasonably be required in the future. By virtue of this easement, after receiving approval of the Executive Board, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Lots and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the Lots, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as provided above. Upon exercise of the rights contained in this Section, the utility providers, at their sole cost and expense, shall repair (or replace if necessary) the Property and all improvements thereon to their condition as they existed prior to the utility providers performing any work.

Section 11.5 Reservation of Easements, Exceptions and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Lots and Common Areas for the best interest of the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Lot over and across the Thornton Meadows roads, which right shall be appurtenant to the Owner's Lot, and which right shall be subject to limited and reasonable restrictions on the use of Common Areas set forth in writing by the Association.



Section 11.6 Emergency Access. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons and to Gunnison County's Building Inspector and Environmental Health Official to enter upon the Property, including all Lots and all Common Areas, in the proper performance of their duties. All Owners shall permit a right of entry to the Executive Board, or any other person authorized by the Executive Board, whether the Owner is present or not, for access through each Lot, from time to time, as may be necessary for the routine maintenance, repair, or replacement for any of the utilities or Common Areas located adjacent thereto or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Areas or to another Lot.

Section 11.7 Ditch Easements. Declarant has dedicated easements for irrigation ditches in the Common Area Open Space, as shown on the Plat.

Section 11.8 Public Trail Easement. Declarant has dedicated a public trail easement exclusively for bicycle riders, pedestrians and cross-country skiers as shown on the Plat. No horses, ATV's, motorcycles or motor vehicles of any kind shall be allowed on such public trail easement.

Section 11.9 Utilities Easements on Lots. Declarant has dedicated utilities easements between the Building Site and the front, rear and side boundary lines of every Lot.

ARTICLE 12

RESTRICTIONS ON ALIENATION

Section 12.1 Restrictions on Alienation. A Lot may not be conveyed pursuant to any time-sharing arrangement, including time-sharing arrangements described in Sections 38-33-110 to 113, Colorado Revised Statutes.

ARTICLE 13

MECHANIC'S LIENS

Section 13.1 No Liability. If any Owner shall cause any material to be furnished to his Lot or any labor to be performed therein or thereon, no Owner of any other Lot, nor the Association, shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Lot.

Section 13.2 Indemnification. If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Areas or against any other Owner's Lot or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the



basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

Section 13.3 Association Action. Labor performed or materials furnished for the Common Areas, if duly authorized by the Association in accordance with this Declaration or the Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Areas. Any such lien shall be limited to the Common Areas and no lien may be affected against an individual Lot or Lots.

ARTICLE 14

RIGHTS RESERVED TO DECLARANT

Section 14.1 Special Declarant Rights. The Declarant specifically reserves the right to exercise in any order all Development Rights and Special Declarant Rights as set forth in the Colorado Common Interest Ownership Act and this Declaration for the maximum time limit allowed by law, or for twenty (20) years following the recording hereof, whichever occurs first, including, without limitation, the following:

- A. The right to appoint or remove any officer of the Association or any Executive Board member of the Association during the Declarant Control period.
- B. The right to complete or make any improvements as set forth on the Plat, or as required by Gunnison County, Colorado.
- C. The right to maintain signs to identify the project.
- D. The right to dedicate a future public or private easement.
- E. The right to maintain a business office, construction facilities, construction equipment and other facilities as may be reasonably necessary, appropriate or customary during the construction and development of all of the Lots within Thornton Meadows.
- F. The right, without consent of any Owner or mortgagee or lienholder being required, at any time and from time to time to: (a) complete improvements indicated on the Plat, (b) maintain signs advertising the project; (c) amend the Plat to (i) insure that the language and all particulars that are used on the Plat and contained in the Declaration are identical; (ii) establish, vacate and relocate utility easements, access easements, and parking spaces; (iii) reflect the subdivision or combination of any Lot as provided hereunder; and (iv) as may be otherwise permitted by the Act; and (f) to exercise any other Declarant rights or development rights provided for herein.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 Separate Tax Assessment. Declarant shall advise the Assessor of Gunnison County, Colorado, of the platting of the Lots so that each Lot shall be deemed a separate parcel of real property and subject to separate assessment and taxation.

Section 15.2 Compliance with Plat and Declaration.

A. Each Owner and Owner's Agent shall comply strictly with the provisions of the Plat, this Declaration, the Articles of Incorporation, Bylaws, rules, regulations and resolutions of the Association, all Association Documents and any management agreement entered into by the Association as the same may from time to time be in force and effect. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association in behalf of the Owners, by an aggrieved Owner and/or by Gunnison County.

B. No Owner or Owner's Agent shall initiate any litigation or other action to enforce or interpret this Declaration or any Association Documents without first in good faith submitting the matter to mediation. The disputants will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one disputant to the other(s), the mediation, unless otherwise agreed, shall terminate. Nothing herein shall be deemed to require the Association to submit any matter to mediation prior to initiating litigation or other enforcement action.

Section 15.3 Severability. If any provision of this Declaration or any paragraph, sentence, clause, phrase, word or section, or the application thereof in any circumstance shall be invalidated by any court, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, word or section in any other circumstances shall not be affected thereby.

Section 15.4 Amendment.

A. Except as otherwise provided herein, this Declaration and the Plat shall be amended only by vote or agreement of Lot Owners to which more than sixty-seven percent (67%) of the votes in the Association are allocated, which instrument shall be approved by Gunnison County and recorded in the office of the Gunnison County Clerk and Recorder; provided, however, that no amendment which affects the Association shall be effective without the written approval of the Executive Board. Lienholder approval shall not be required. No amendment which alters Lot Owners' proportional responsibility for common expenses or voting rights shall be effective except upon the written approval of the Owners of record of all Lots plus the holders of all deeds of trust and/or mortgages encumbering such Lots. Declarant reserves the right to amend the Association Documents without the consent of Owners before Declarant conveys the last Lot that may be created to a purchaser other than Declarant or a successor Declarant, whichever first occurs, as follows: (i) to make nonmaterial changes, such as the correction of a technical, clerical, grammatical



or typographical error or clarification of a statement; or (ii) to comply with any requirements of the Act or amendments thereto.

B. Notwithstanding any other provision in this Declaration to the contrary, Declarant reserves the right to amend the Plat until one year following completion of all Thornton Meadows road and utility construction. Such Plat amendment(s) may include but shall not be limited to relocation of roads, trails and easements, Lot Boundaries, Building Sites and driveways. No Lot Owner shall have any right to review and/or approve any such Plat amendment, except that no modification by Declarant of any Building Site shall be effective without the written approval of the Owner of the Lot on which such Building Site is located. Except as provided in the preceding sentence, all such Plat amendments shall be effective upon recording without approval by the Owner of any Lot or the holder of any Mortgage or other interests in any Lot.

C. No amendment to this Declaration or to the Plat shall be effective until approved by the Board of County Commissioners and placed of record in the office of the Clerk and Recorder of the County of Gunnison, Colorado.

Section 15.5 Attorneys' Fees. If any action is brought in a court of law to enforce, interpret or construe this Declaration or any Association Document, the prevailing party shall be awarded all reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action, including expert witness fees and costs.

Section 15.6 Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

Section 15.7 Headings. The headings on any section or article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration of Protective Covenants.

Section 15.8 Written Notice. All notices required under this Declaration shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery or five days after mailing by certified or registered mail, return receipt requested, to the address of such Owner on file in the records of the Association at the time of such mailing.

Section 15.9 Limitation of Liability. Neither the Association nor any officer or director, shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify, defend and hold harmless all officers and directors with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association.

Section 15.10 Applicable Law. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of the Association Documents shall be the County Court or District Court of Gunnison County, Colorado, unless otherwise chosen by the Association.



EXHIBIT A

EASEMENTS

1. Easements, or claims of easement, not shown by the public records.
2. The following reservations as contained in the United States Patent of record affecting the subject property:
 - a) The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.
 - b) A right of way thereon for ditches and canals constructed by the authority of the United States.
3. Easement and right of way for fishing purposes as granted to Viola May Lively, Thomas C. Lively and Ellen M. Taylor, members of their immediate families and one guest at any one time, by Castle Mountain Company, a limited partnership, in deed dated September 15, 1970, recorded September 16, 1970 in Book 422 at Page 88, affecting all the rivers, waters and streams located within the boundaries of the real property described in a Warranty Deed recorded in Book 418 at Page 426.
4. Easement and right of way for fishing purposes as granted to Thomas C. Lively and Mildred Lively and not to exceed two house guests at any one time by Castle Mountain Company, a limited partnership, in deed dated September 15, 1970, recorded September 16, 1970 in Book 422 at Page 85, affecting all the rivers and streams located within the boundary lines of the real property described in a Warranty Deed recorded June 30, 1970 in Book 419 at Page 37.
5. The following reservations as contained in the official plat of Spring Meadows recorded October 11, 1978, bearing Reception No. 332126.
 - a) 15 foot utility easement on lot lines bordering the road.
 - b) 5 foot utility easement along adjoining lot lines.
6. Easements for the Tingley Ditch and the Home Ditch as shown on the Plat.
7. Easement for electric lines over the easterly portion of the Property as shown on the Plat.

LICENSES

None

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR
THORNTON MEADOWS**

This First Amendment to Declaration of Protective Covenants for Thornton Meadows (this "First Amendment") amends that certain Declaration of Protective Covenants Thornton Meadows as recorded at reception number 580708¹ (the "Covenants"). This First Amendment is made this 8th day of July, 2021 upon the affirmative vote of Lot owners to which 67% or more of votes in the Thornton Meadows Association, a Colorado nonprofit corporation (the "Association") are allocated. This First Amendment has been approved by the Gunnison County Board of County Commissioners as set forth in the approval of the same as recorded herewith. This First Amendment shall be indexed in the grantee's index in the name of the Association and Thornton Meadows, and in the grantor's index in the name of the Association and each of the individual owners that executed a ballot as recorded herewith. The Covenants are amended as follows:

1. Section 3.1 of the Covenants is hereby amended and restated as follows:

Section 3.1 Residential Use. All Lots shall be used exclusively for residential purposes and home occupations approved by the Association to ensure that the peace, quiet, neatness and residential character of Thornton Meadows are not diminished. Only persons who reside in the Thornton Meadows residence in which the home occupation is conducted shall engage in such home occupation. Each Lot shall have one Family Residence and one attached or detached Garage. In addition, each Lot may have one greenhouse or one detached shed. Each Lot may also have a Carport. No additional Buildings shall be permitted. No time-sharing shall be allowed.

2. Section 3.7 of the Covenants is amended and restated as follows:

Section 3.7 Parking. Owner Parking is prohibited on Regent Circle. Guests of Owners may park on Regent Circle as long as they do so in a manner that does not block the flow of traffic and as long as such parking by any guest does not exceed more than 10 calendar days in duration in any 20 calendar days. All parking on Regent Circle not in compliance with this section is prohibited. All motor vehicle parking shall be in designated parking areas approved by the Executive Board.

3. Section 5.4 of the Covenants is hereby amended and restated as follows:

Section 5.4 Minimum Floor Area. The floor area shall be not less than 1,300 square feet for any Family Residence plus an attached or detached Garage of at least 400 square feet. The floor area of the Garage shall be not less than 20% of the floor area of the Family Residence.

¹ All references to recording information are to documents recorded in the real property records of Gunnison County, Colorado. All capitalized terms as used herein that are not otherwise defined herein, shall have the meaning set forth in the Covenants.

4. Section 5.11 of the Covenants is amended and restated as follows:

Section 5.11 Antennae. No exterior radio, television, microwave or other antennae or antennae dish or signal capture or distribution device shall be permitted or installed on any Lot unless it is: (a) 18" or less in diameter and designed and located to be as unobtrusive as possible, or (b) in compliance with all applicable Gunnison County regulations in effect and is of a design that is harmonious with the character of the neighborhood and approved by the Executive Board. The design and location of all antennae shall be approved by the Executive Board.

5. Section 6.6 of the Covenants is amended and restated as follows:

Section 6.6 Temporary Structures. Except as provided under Section 6.18, no temporary structure, mobile home, modular home, trailer house, travel trailer or R.V. shall be permitted on any Lot, except only as may be determined to be necessary during the period of construction of the Family Residence and as specifically approved by the Executed Board; provided, however, an occupied single motor home, travel trailer or similar vehicle of any Owner or Owner's guest or a tent for camping shall be permitted within the Building Site of a Lot for not more than 60 calendar days per year.

6. Section 6.8 of the Covenants is amended and restated as follows:

Section 6.8 Landscaping and Gardening. The Lot and all landscaping and foliage thereon shall be maintained in its natural condition to the extent possible with the exception of flower gardens immediately adjacent to residences and not more than 500 square feet of vegetable and other produce gardens. Except for gardens permitted by this Section, no foliage shall be cut or removed from any Lot except only (1) as required to permit ingress and egress to and from the Building Site, (2) to clear the actual construction site for any Family Residence or Garage, (3) to remove any diseased or dead foliage, (4) to remove any foliage that poses a danger to any Building, and (5) as required for Wildfire Safety. No Lot shall contain more than 4,000 square feet of irrigated lawn and garden. The Association shall install and maintain landscaping in Common Areas and Owners shall install and maintain landscaping and gardening on Lots in compliance with Section 13-111 of the Gunnison County Land Use Resolution. Raised bed gardens are permitted outside of setbacks.

7. Section 6.18 of the Covenants is amended and restated as follows:

Section 6.18 Outside Parking and Storage. No Owner shall have or allow more than three motor vehicles owned or used by Owner or any other resident living with Owner to be parked outside at the Project at any time. The term "motor vehicles" as used in this section includes all vehicles capable of being driven under their own propulsion. An Owner shall not have more than one of the following on his or her Lot overnight for more than ninety days in any twelve month period unless fully enclosed in a garage or carport: Motor home, recreation vehicle (RV), camper trailer, pick-up camper not mounted on a pickup, trailer, trailer with snowmobiles and/or ATVs on it, boat, ship, kayak, or inflatable

raft. Bicycles may be temporarily leaned against a residence, but must be stored in an enclosure if not used within three calendar days. The following are absolutely prohibited to be located overnight at Thornton Meadows, unless parked or stored within a fully enclosed garage or carport:

- A. Inoperable vehicles;
- B. Skis, snowboards, sleds and other recreation equipment;
- C. Construction equipment, tools, snowblowers and other equipment;
- D. Trucks larger than 1-ton trucks; and
- E. Tractors.

8. Section 7.2 of the Covenants is amended and restated as follows:

Section 7.2 Other Animals and Pets. No other animals or pets may be kept or maintained by any Owner except upon the prior written permission of the Executive Board, provided, however that in no event may livestock be kept or maintained on any Lot except that not more than 10 chickens may be permitted to be kept on a Lot in a coop approved by the Executive Board. Roosters are prohibited. Livestock that is not permitted includes, without limitation, horses, cattle, llamas, goats, sheep and hogs.

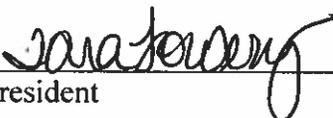
9. Section 11.7 of the Covenants is hereby amended as follows:

Section 11.7 Ditch Easements. Declarant had dedicated easements for irrigation ditches in the Common Area Open Space as shown on the Plat. The setbacks for ditches placed within a setback or on a Lot Line, will be coterminous with the setbacks shown on the Plat. In no event will any setback for any ditch within a setback or on a Lot line exceed any platted setback.

Except as expressly set forth above, the Covenants remain in full force and effect.

IN WITNESS WHEREOF, pursuant to C.R.S. § 38-33.3-217 and section 15.5 of the Covenants, 67% or more of the votes in Thornton Meadows Association, a Colorado nonprofit corporation have approved this First Amendment.

Thornton Meadows Association,
a Colorado nonprofit corporation.

By: 
Its: President

STATE OF Colorado)
) ss.
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 8th day of July, 2021, by Tara Lowery as President of Thornton Meadows Association, a Colorado nonprofit corporation. Witness my hand and official seal.

My commission expires: _____.





Notary Public

**THORNTON MEADOWS ASSOCIATION
WRITTEN BALLOT**

The Declaration of Protective Covenants Thornton Meadows as recorded at reception number 580708¹ (the "Covenants") may be amended only upon the affirmative vote of 67% or more of the votes in Thornton Meadows Association, a Colorado nonprofit corporation (the "Association"), and upon the written consent of the Gunnison County Board of County Commissioners. The Board of Directors of the Association is requesting your vote on this matter. Because there are nineteen lots in the subdivision, this means that the owners of at least thirteen lots must vote in favor of the proposed amendment for it to pass. A quorum for normal business of the Association is ten members, but thirteen affirmative votes are required for this matter to pass. The proposed amendment would change matters such as outside parking and storage. Please review the proposed amendment carefully. The Board of Directors believes this amendment is in the best interests of the membership as it will, in their opinion, be more consistent with the values of the lot owners and their residential uses.

To be counted your written ballot must be returned no later than June 30, 2021 and must be returned to Thornton Meadows HOA, P.O. Box 984, Gunnison, CO 81230.

The proposal is: to amend the Covenants as set forth in the proposed amendment attached hereto as **EXHIBIT A**.

FOR AMENDMENT: X
AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: KYLE TIMM SELENIA BASCON
Signature(s) of Owners: [Signature] [Signature]
Unit No(s): 1 Date: 6/2/21

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

¹ All references to recording information are to documents recorded in the real property records of Gunnison County, Colorado. All terms as used herein that are not otherwise defined herein, shall have the meaning set forth in the Covenants, regardless of whether capitalized herein.

**THORNTON MEADOWS ASSOCIATION
WRITTEN BALLOT**

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The proposal is: to amend the Covenants as set forth in the proposed amendment attached hereto as **EXHIBIT A**.

FOR AMENDMENT: X lot 17 + 18

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: DAVID THOMPSON

Signature(s) of Owners: David D Thompson

Unit No(s): 2 Date: 5/23/21

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

¹ All references to recording information are to documents recorded in the real property records of Gunnison County, Colorado. All terms as used herein that are not otherwise defined herein, shall have the meaning set forth in the Covenants, regardless of whether capitalized herein.

**THORNTON MEADOWS ASSOCIATION
WRITTEN BALLOT**

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To be counted your written ballot must be returned no later than June 30, 2021 and must be returned to Thornton Meadows HOA, P.O. Box 984, Gunnison, CO 81230.

The proposal is: to amend the Covenants as set forth in the proposed amendment attached hereto as **EXHIBIT A**.

FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Steve Duke

Signature(s) of Owners: [Signature]

Unit No(s): 103 Date: 5/21/21

Kristen Duke
[Signature]

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

¹ All references to recording information are to documents recorded in the real property records of Gunnison County, Colorado. All terms as used herein that are not otherwise defined herein, shall have the meaning set forth in the Covenants, regardless of whether capitalized herein.

**THORNTON MEADOWS ASSOCIATION
WRITTEN BALLOT**

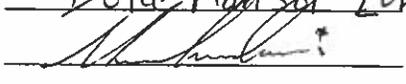
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To be counted your written ballot must be returned no later than June 30, 2021 and must be returned to Thornton Meadows HOA, P.O. Box 984, Gunnison, CO 81230.

The proposal is: to amend the Covenants as set forth in the proposed amendment attached hereto as **EXHIBIT A**.

FOR AMENDMENT: X
AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Orlando Calva Dulce Marisol Luna
Signature(s) of Owners:  
Unit No(s): 5 - 12 Date: 06-10-21

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

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**THORNTON MEADOWS ASSOCIATION
WRITTEN BALLOT**

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FOR AMENDMENT: _____

X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Tara Lowery _____

Signature(s) of Owners: Tara Lowery _____

Unit No(s): 7 Date: 5/21/2021

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AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Danny & Desiree Borrelli
Signature(s) of Owners: [Handwritten Signatures]
Unit No(s): 10 Date: 6/1/2021

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AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Mark Kowal
Signature(s) of Owners: [Signature]
Unit No(s): 11 Date: 6/24/21

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AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: F.W. ZUGELDER FAMILY LIMITED PARTNERSHIP¹³
Signature(s) of Owners: *F.W. Zugelder* GEN. PARTNER
Unit No(s): 14 Date: 5/25/2021

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

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AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Black Diamond Builders LLC
Signature(s) of Owners: S Chief Executive Manager
Unit No(s): 15 Date: 6/23/21

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AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Allin Sahagun Jared Sahagun
Signature(s) of Owners: [Signature] [Signature]
Unit No(s): Lot 16 Date: 5/11/21

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AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Dan & Tracy Church

Signature(s) of Owners: *TC*

Unit No(s): 13 Date: June 24, 2021

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Approving the Application for Dos Rios

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Dos Rios Village Townhome Decision on LUC application

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/24/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 10/5/2021



Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

To: BOCC
From: Cathie Pagano, Director of Community and Economic Development
Date: September 3, 2021
Re: Dos Rios Village Townhomes

The Planning Commission has recommended approval of LUC-20-00015 for Simco Ventures, LLC for the development of 24 townhomes on a parcel west of the City of Gunnison. The recommendation is attached for your review.

Section 6-106: L. *Board Decision on Optional Board Public Hearing* states:

"The Board shall have the option of conducting a public hearing to consider the application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the Board shall determine whether to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the Board's determination of whether it is in the public interest to do so, considering among other factors the following:

- 1. **LEVEL OF PUBLIC INTEREST.** There has or has not been substantial public interest in the proposal, as reasonably shown by attendance at, and testimony submitted for, the joint public hearing; or*
- 2. **IDENTIFICATION OF NEW ISSUES.** Whether it is reasonably probable that new issues related to the Sketch Plan application of the proposed land use change will be identified; or*
- 3. **IDENTIFICATION OF NEW INFORMATION.** Whether it is reasonably probable that new information related to the Sketch Plan application of the proposed land use change will be provided.*

M. BOARD PUBLIC HEARING. *If the Board chooses to conduct a public hearing, the following shall apply:*

- 1. **HEARING NOTICE.** Public notice that the Board will conduct a public hearing to consider the Sketch Plan application shall be accomplished pursuant to Section 3-112: Notice of Public Hearing.*
- 2. **CONDUCT OF HEARING.** The Board hearing shall be conducted pursuant to Section 3-113: Conduct of a Public Hearing.*
- 3. **COST FOR PUBLIC HEARING NOTICE(S).** The applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112: Notice of Public Hearing.*

N. BOARD ACTION. *Within 35 days after receipt of the Planning Commission recommendation, if the Board did not conduct another public hearing, or within 35 days after closure of the hearing if the Board conducted another public hearing, the Board shall approve, approve with conditions, or deny the application. The Board's decision shall be entered into the official minutes of the meeting and shall contain the necessary findings of fact and reasons to support the decision. If the Board does not make separate findings of fact, it shall be presumed to have adopted the findings and recommendations of the Planning Commission.*

- 1. **ADDITIONAL PLANNING COMMISSION REVIEW MAY BE REQUIRED.** Before it takes action on the application, the Board may refer the application back to the Planning Commission for further consideration and recommendations if at least one of the following circumstances is present:*
 - a. **NEW INFORMATION SUBMITTED.** There has been information submitted that was not available for consideration by the Commission before its recommendation; or*
 - b. **INSUFFICIENT EVALUATION.** There are substantive issues or requirements of this Resolution that were not sufficiently evaluated in the Commission's recommendations; or*

- c. **SUBSTANTIVE ALTERATION.** *There has been a substantive alteration to the plan subsequent to the Commission's recommendation; or*
- d. **NEED FOR CLARIFICATION.** *There is an element of the Planning Commission's recommendation that requires clarification."*

The Board has the option to hold an additional public hearing on this matter. The Planning Commission and the Board have conducted four joint public hearings on this application. No new issues have been identified and no new information has been submitted as part of this application to the Community Development Department.

If the Board decides to hold an additional public hearing proper public notice shall be required (30 days). If the Board decides not to hold an additional public hearing, action may be taken at a regular meeting.

A draft resolution is attached for your review.

Please feel free to contact me with any questions or concerns. Thank you.

TO: Board of County Commissioners

SUBJECT: Planning Commission Recommendation
Dos Rios Townhomes
LUC-20-00015

DATE: September 30, 2021

PREPARED BY: Cathie Pagano, Director of Community & Economic
Development

At its regularly scheduled meeting Commissioner Rogalski made a motion to recommend approval of LUC-20-00015, as amended, Commissioner Daniels seconded the motion. The motion passed unanimously.

PROJECT DESCRIPTION:

This is an application to build six buildings containing four townhomes each for a total of 24 townhomes. Twelve of the townhomes will be 2-bedroom, 1.5 bath at 900 square feet total. Twelve of the units will be 3-bedroom, 2-bath at 1,125 square feet.

The total aggregate floor area of all the buildings is 13,524 square feet. The Applicant is considering constructing carports that have not been included in the total floor area; however, are on the site plan.

The application spans two lots, Parcel 2 and 3, noted in "Previous Land Approvals", below. A townhome plat will cluster these lots together.

The subject parcel is legally described in Exhibit A.

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to: application, referral comments, and staff report and:

- Roadway Plan & Profile, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
- Grading, Drainage, & Erosion Control, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
- Utility Plan, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
- Landscape schedule

IMPACT CLASSIFICATION:

The project, as found by the Planning Commission, is a Minor Impact pursuant to *Section 6-102.B.a Additional Criteria*, based on the following standards.

Demand for public services. The proposed land use change is expected to generate a minor or a major demand for public services, including roads, transit, schools, water supply, sewage disposal, fire and police protection, and emergency services.

Applicant Response: The proposed land use change is not expected to generate a major demand for public services, including roads, transit, schools, water supply, sewage disposal, police protection, and emergency services. No new roads or substantial road changes will be required outside of the subdivision. Existing public roads should not be impacted by this proposed land use change. No changes are requested for transit. Compared to the existing approval for the property, only six additional units are proposed. Six additional units is technically a major impact but, given the clustering of the units with the units permitted under the existing entitlement and placement in the community, including available infrastructure, the demand will be minor as discussed more below.

Impacts on impact area and the environment. The proposed land use change is expected to generate a minor or a major impact on the impact area.

Applicant Response: The proposed land use change is expected to generate a minor impact on the impact area and environmental resources and hazard areas. The development is located adjacent to two other condominium developments, a hotel, a church and the highway. Existing development renders the property of poor environmental value or utility because it is both small and surrounded by other impacts that do not allow for environmental use. As a result, the proposed project will have nominal impact.

Impacts related to all existing and proposed development and proposed development in impact area. The impacts of the proposed land use change, when considered in conjunction with existing and proposed land use changes in the impact area, are expected to be minor.

Applicant response: The impacts of the proposed land use change, when considered in conjunction with existing and proposed land use changes in the impact area is minor. The addition of the six units to the existing project, as well as the project as a whole, will have a minor, if any, impact when considered in conjunction with the existing and proposed land use changes in the impact area. As stated above, the property is surrounded by other uses of a comparable, if not greater, impact.

MEETING DATES:

The Planning Commission and the Board of County Commissioners held work sessions and a joint public hearings to discuss the application on the following dates:

- April 30, 2021 Work session
- April 30, 2021 Site Visit
- June 18, 2021 Joint Public Hearing
- July 23, 2021 Continued Joint Public Hearing
- August 20, 2021 Continued Joint Public Hearing
- September 3, 2021 Continued Joint Public Hearing

SITE VISIT:

A site visit was conducted on April 30, 2021.

PUBLIC HEARING:

The Planning Commission conducted a public hearing on June 18, 2021 and continued the hearing to July 23, 2021.

Comments received include:

- Questions related to affordability of units
- Proposed project is too dense
- Concerns about adjacent property values being negatively impacted
- Exterior lighting
- Garages should be included
- Additional landscaping should be added to screen units

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via electronic mail on March 9, 2021 to the following agencies:

- Gunnison County Public Works
- Gunnison County Environmental Health Official
- Colorado Department of Public Health and Environment
- Colorado Parks and Wildlife
- Gunnison County Wildlife Coordinator
- Gunnison Fire Protection District
- Gunnison County Consumer Protection Specialist
- Colorado Department of Transportation
- City of Gunnison
- Gunnison Valley Regional Transit Authority (RTA)
- Colorado State Forest Service
- US Forest Service
- Bureau of Land Management
- Gunnison Watershed School District (RE1J)

Comments from the agencies and are noted in the applicable sections below.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION*:

Section 9-100: *Uses Secondary to a Primary Residence.*

Not applicable. No secondary uses are proposed.

Section 9-200: *Special Residential Uses.*

Not applicable, no special uses are proposed.

Section 9-300: *Commercial and Industrial Uses.*

Not applicable, no commercial or industrial uses are proposed.

Section 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials.*

Not applicable, no minerals or constructions materials operations are proposed.

Section 9-500: *Miscellaneous Uses and Activities.*

Not applicable, no miscellaneous uses or activities are proposed.

Section 9-600: *Essential Housing*

Not applicable, the proposed development does not include the provision for essential residences.

Section 10-102: *Locational Standards for Residential Development.*

Applicable, applications for a new subdivision (including townhomes) shall be reviewed for location relative to existing development. The proposal is located within the three-mile area plan and complies with the adopted plan. The subdivision will be served by a central wastewater treatment and water system. The proposal will not have an adverse impact to the surrounding neighborhood because the use and density is consistent with the surrounding area.

Section 10-103: *Residential Density.*

Applicable, The purpose of Residential Density Standards is to “prevent sprawl and leapfrog development and to allow for flexibility in residential subdivision design.”

The application for subdivision must meet Section 10-103.C *Primary Residential Lot Size and Density Standards*. The Applicant proposes to cluster the two existing lots together via a townhome plat.

The townhome development proposes density that exceeds the standard; therefore, shall meet the conditions for smaller lots/greater density which are summarized below.

1. Compliance with Municipal Three Mile Plan Area: The Application was referred to the City of Gunnison on March 9, 2021 for comment on this standard. The City of Gunnison Planning Commission reviewed the proposal on March 24, 2021. The Three Mile Plan notes that the areas adjacent to the City should include residential condos/townhomes and that the proposal is consistent with the plan.
2. Development served by public wastewater system, other services and facilities: The project will connect to the existing Dos Rios Sewer Division and Dos Rios Water Division. Preliminary approval was provided by Gunnison County Public Works on March 10, 2020. The proposal is within 2 miles of the RTA stop at Safeway and is connected to the development via the US 50 frontage road and side streets.
3. Compatibility with existing neighborhood. The project is located adjacent to other multi-family developments and supporting uses noted in the “Surrounding Land Uses” section of this Report. The density is considered substantially similar to the surrounding parcels. The project complies with the adopted three-mile area plan. The development includes draft covenants to ensure compatibility with the standards of this section.

Section 10-104: *Locational standards for commercial, industrial or other non-residential uses.*

Not applicable, no commercial or industrial uses are proposed.

Section 11-103: *Development in Areas Subject to Flood Hazards.*

Not applicable, the parcel is not located within a Special Flood Hazard Area.

Section 11-104: *Development in Areas Subject to Geologic Hazards.*

Not applicable, the parcel is not located within a Geologic Hazard Area.

Section 11-105: *Development in Areas Subject to Wildfire Hazards.*

Not applicable, the parcel is not located within a Wildfire Hazard Area.

Section 11-106: *Protection of Wildlife Habitat Areas.*

Applicable, the project is not located within Gunnison Sage-Grouse Tier 1 Habitat but is in Tier II habitat. The applicant has provided a Sage-Grouse Pre-Application Letter, which notes that the project will not adversely impact Gunnison Sage-Grouse or their habitats. A Certificate of Administrative Review (No. 57, Series 2020) is provided in the project file. The applicant has agreed to the conditions for developing within Sage-Grouse Habitat.

Comments from Nick Gallowich, Game Warden-Gunnison East, on behalf of Colorado Parks and Wildlife in an email dated March 29, 2021 state:

“The proposed project should not create any major impacts to wildlife, however CPW would like to address potential conflicts. Black bears will likely be the most significant wildlife concern with this development. Bears utilize river drainages as travel corridors and foraging areas. To avoid human/bear encounters, the storage and handling of trash should be given a high priority. The Division of Wildlife’s “Living with Wildlife in Bear Country” brochure provides guidance on proper trash management and other tips to avoid creating a “nuisance bear”. The use of bear-proof trash containers is proven the safest and best technique to avoid human/bear conflicts. Although feeding birds is legal, it is known to attract bears, deer, and other nuisance wildlife.”

The applicant’s attorney has noted that these comments will be incorporated in the protective covenants.

Section 11-107: *Protection of Water Quality.*

Not applicable, development not located within 125 feet of a water body as defined by the Land Use Resolution.

Section 11-108: *Standards for Development on Ridgelines.*

Not applicable, development not located on a ridgeline.

Section 11-109: *Development That Affects Agricultural Lands.*

Applicable, development has a ditch that traverses across the northern portion of the lot, paralleling US-50. The Applicant will maintain a 30’ setback from the ditch, which exceeds the standard of 25’.

Section 11-110: *Development of Land Beyond Snowplowed Access.*

Not applicable; the property currently has snowplowed access to US-50.

Section 11-111: *Development on Inholdings in The National Wilderness.*

Not applicable, development not located on an Inholding in a federally designated wilderness area.

Section 11-112: *Development on Property Above Timberline.*

Not applicable, development not located above timberline.

Section 12-103: *Road System.*

Applicable, development will have an access road to the development. The applicant has provided a road plan and profile.

CDOT administers access for state highways. In an email dated March 24, 2021; CDOT noted the traffic generated by the proposal would not substantively impact the volumes on the existing access permit.

The applicant has revised the road plans title, Road Plan and Profile, dated August 13, 2021 and met with Gunnison County Public Works and the Gunnison County Fire Protection District whom have both given their verbal approval for the revised plans.

Section 12-104: *Public Trails.*

Not applicable, no trails are requested as part of this application.

Section 12-105: *Water Supply.*

Applicable, the Applicant proposes to connect to the existing Dos Rios Water Division. Preliminary approval was provided by Gunnison County Public Works on March 10, 2020. The proposal complies with Section 12-105.B, Connection to Existing Systems.

Section 12-106: *Sewage Disposal/Wastewater Treatment.*

Applicable, the project will connect to the existing Dos Rios Sewer Division and Dos Rios Water Division. Preliminary approval was provided by Gunnison County Public Works on March 10, 2020.

Public Works has requested the applicant coordinate on the installation of deep utilities with the County to resolve some issues on the south end of the parcel at County expense. In an email dated April 5, 2021, Marlene Crosby, Director of Public Works stated:

“Gunnison County has a sewer main on the south end of the property and because adjacent properties needed service at different time periods the sewer line installation is a jigsaw puzzle. Gunnison County would like to work with the developer during the installation of his deep utilities and connection to our sewer system to resolve some issues on the south end of the parcel at County expense.”

The Applicant proposes to connect to an existing system. Developments shall comply with specific studies, plans or agreements. Specifically, “New development shall comply with requirements of any applicable “201” Wastewater Treatment Facilities Studies (pursuant to the federal Clean Water Act) and agreements adopted by Gunnison County”.

Standards 12-106.E – H. These standards apply to Major Impact projects for density greater than one unit per acre. The Applicant has requested the project be classified as a Minor Impact Project.

Section 12-107: *Fire Protection.*

Applicable, the application was referred to the Gunnison Fire Protection District on March 9, 2021. Comments from Fire Marshal, Hugo Ferchau, in an email dated April 21, 2021 state:

“I see where they have labeled the middle drive as a “Fire turn-Around,” but I do not see the dimensions labeled. According to the IFC, that should be at least 26’ width for the center drive and 20’ width for the main drive coming in up to 500’. If the main drive coming in is 501’ or more, it should also be 26’ in width. The turn radius for the hammerhead turn-around should be a 28’ radius. Ideally, there would be another turn-around at the end of the main road where the turn to the last driveway is. That would extend the main drive by 60’ from the centerline of the last driveway and widen the first portion of the driveway to 26’ like the center drive. I would not expect the extra to be paved, just able to hold the weight of a fire truck and plowed.”

An additional email dated July 21, 2021 from Ferchau states: “Looking at the dimensions provided, the road width and turnaround meet IFC requirements and I am fine as long as they meet County Road & Bridge standards. A fire hydrant will need to be installed, exact location to be determined with input from County water department. I would also recommend automatic sprinklers for these buildings even though they may not be required by current County standards.”

In follow-up conversations Ferchau has reviewed the revised road plans and in an email dated August 30, 2021 approved the August 13, 2021 revised plans.

Section 13-102: B.: Location within municipal three-mile plan area.

Applicable, the proposal is located within three miles of the City of Gunnison.

Applicant Response: The proposed development fills in a gap in leapfrog development and is, accordingly, consistent with the purpose of Section 10-103. The City of Gunnison Three Mile provides that, “Lands to the west of the City have been depicted as an appropriate location for moderate and high-density residential development.” Three Mile Plan, p. 35. The proposed development is moderate or high density residential and thus complies with these density standards. The conditions are appropriate for high density as provided in the Three Mile Plan because of the available public wastewater treatment and public water supply. Permanent covenants will ensure that the development is appropriate – lots will not be sold, only units, and the covenants will preserve the character of the community as completed to Gunnison County standards and as approved by Gunnison County. Any impacts of density are mitigated through the clustering of the development as is demonstrated by the surrounding uses.

The application was referred to the City for comment on March 9, 2021 for comment. The Planning and Zoning Commission provided a letter of support, noting the proposal complies with the adopted plan, on March 25, 2021.

Section 13-103: General Site Plan Standards and Lot Measurements.

Applicable, the site plan includes six buildings with internal roads, driveways, building sites, ditch and utility locations, dedicated and guest parking areas. The landscaping and buffering plan will maintain as much existing vegetation, particularly trees, as practicable. The existing topography is flat and a grading plan has been provided that will slightly change the topography to facilitate drainage of the site.

Section 13-104: Setbacks from Property Lines and Road Rights-of-Way.

Applicable, setbacks from property lines and road rights-of-way are in Table 7 of the *Land Use Resolution*. Townhome projects are required to be a minimum of 25 feet from the front property line and 15 feet from the side and rear yards. A minimum of 10 feet is required between all buildings. The site plan meets these standards.

There are additional requirements for setbacks from state highways. The setbacks from a state highway are either 40 feet from the edge of known ROW or 80 feet from the centerline of Highway 50. The site plan meets the standards for setbacks from the ROW.

Section 13-105: Residential Building Sizes and Lot Coverages.

Applicable, the applicant stated:

“Applicant is not requesting any single family residence in excess of the 10,000 sq. ft. Applicant is requesting a total square footage of approximately 13,524 square feet for all buildings. Applicant may also construct carports that are not included in this total, but has no plans for doing so at this time. Pursuant to Section 13-105.G., the proposed buildings should be approved. The limitation on aggregate structures larger than 12,500 sq. ft. is a general standard because it fails to differentiate between 12,500 sq. ft. on 35 acres and 12,500 square feet on one acre. Here, Applicant is proposing six separate buildings and no building will exceed the height limitation in the LUR. The six proposed buildings are each reasonable in size and will not be obtrusive as they are reasonable townhome size. Existing screening such as trees will be kept in place to the extent feasible and additional trees will be planted to limited visibility. All utilities will be located underground.”

Section 13-107: Installation of Solid Fuel-Burning Devices

Not applicable.

Section 13-108: Open Space and Recreation Areas

Applicable, Section 13-108.D.G Residential Uses, requires a minimum of 30% of the area within a multi-family development of five or more units. The application proposes a little over 45% Open Space, indicated by light green in the site plan. The proposed open space exceeds the standards of this section.

Section 13-109: Signs.

Not applicable, no signs are proposed as part of this application.

Section 13-110: Off-Road Parking and Loading.

Applicable, the proposal is for a total of 24 townhome units. Twelve of the townhomes will be 2-bedroom, 1.5 bath units, the other twelve units will be 3-bedroom, 2 bath units.

Appendix Table 3. *Off-Road Parking Requirements* require two spaces per residence for up to three bedrooms. The applicant has proposed two spaces per unit. The applicant would like to retain the ability to construct driveways and/or carports within any building or parking space. 12 guest spaces have been included on the site plan.

The project engineer has reviewed the proposed parking plan and has confirmed it provides the accessible spaces defined in the 2015 Residential Building Code.

Section 13-111: Landscaping and Buffering.

Applicable, the *Land Use Resolution* requires at least one tree and three shrubs be provided for every 500 sq. ft. of the area shown as being landscaped on the plan. All areas that are not landscaped with trees or shrubs will be landscaped with grass, groundcover, or other appropriate treatment.

The landscape schedule provided shows that 5,280 square feet will be landscaped. A total of 11 trees and 30 shrubs are required. The schedule far exceeds that requirement with a total of 78 trees and 156 shrubs proposed. Of the 78 trees, 12 trees will be existing cottonwoods.

The application stated: “A spreadsheet with landscaping information is enclosed. Simco intends to actively landscape approximately 5% of the open space. The remainder would be seeded pursuant to NRCS recommendations and maintained as lawn or in its natural condition. The covenants will impose upon the association the obligation to maintain the landscaping and open space. Landscaping consisting of a planted flower bed with trees as a backdrop at the entryway. The trees will be at least fifteen feet from the driveway intersection. The perimeter of the subdivision will be planted with trees to provide screening except to the extent that trees already exist and are not removed during construction. To the fullest extent possible, construction will be performed in a manner so as to preserve all existing vegetation, especially trees. Planted trees will be of a type consistent with those already on site, except for any cottonwoods. The Colorado State Forest Service will be consulted to ensure trees are of a type that will thrive at the location. There will be at least one tree every ten feet on the perimeter. Snow storage is shown on the site plan and is not inconsistent with this proposal.”

Section 13-112: *Snow storage.*

Applicable; snow storage is required for proposed development and is shown on the site plan.

Section 13-113: *Fencing*

Not applicable; not requested as part of this application. An existing fence lies just beyond the western boundary of the project and is noted to not be disturbed.

Section 13-114: *Exterior Lighting.*

Applicable, the applicant has noted all lighting will be required to comply with the *Land Use Resolution* at time of installation. This requirement will be memorialized in the proposed covenants.

Section 13-115: *Reclamation And Noxious Weed Control.*

Applicable; this Section shall apply for areas of disturbance of 10,000 sq. ft. or greater. The applicant will be required to obtain a reclamation permit from the Gunnison County Public Works Department as part of the building permit application. This will require a surety pursuant to Section 13-115.F Surety.

Section 13-116: *Grading And Erosion Control.*

Applicable; the applicant has submitted a grading and erosion control plan.

Section 13-117: *Drainage, Construction And Post-Construction Stormwater Runoff.*

Applicable, the project will disturb more than 10,000 sq. ft. of area. The applicant has provided a grading, drainage, and erosion control plan for the proposal (“Site Plan”). The total disturbance area will be over one acre; therefore, it is anticipated the applicant will

need to obtain a Storm Water Discharge Permit from the Colorado Department of Public Health and Environment.

The City of Gunnison Planning Commission letter of support requested that stormwater retention be engineered that historic flow rates are not exceeded at proposed outfalls. This requirement will be memorialized in the Development Improvement Agreement.

The applicant will need to provide a description of the method(s) used to regularly inspect and maintain any proposed retention and detention facilities, if applicable, in the Development Improvement Agreement.

Section 13-118: *Water Impoundments.*

Not applicable.

Section 13-119: *Standards to Ensure Compatible Uses.*

Applicable; the proposal is consistent with the surrounding development and will not adversely impact the character of the neighborhood. The proposal complies with the Three Mile Plan. Trash receptacles will be bear-proofed. This requirement will be memorialized in the proposed covenants

Article 15: *Right-to-Ranch Policy.*

This section is not applicable; there are no agricultural lands that will be affected by the uses on the subject parcel.

FINDINGS:

The Gunnison County Planning Commission finds that:

1. This project is initially classified as a Major Impact and the applicant has demonstrated compliance with the standards of Section 3-111: B.1. and the impact classification has been reduced to Minor Impact.
2. This application is consistent with the standards and requirements of this *Resolution*.
3. The total disturbance area will be over one acre; therefore, it is anticipated the applicant will need to obtain a Storm Water Discharge Permit from the Colorado Department of Public Health and Environment (CDPHE) as well as a final release or final certification for the project from CDPHE when completed.
4. The proposed development is in Gunnison Sage-grouse and black bear habitat.
5. The proposed density of the development is substantially similar and compatible with the neighborhood.
6. "Dos Rios Village Declaration of Protective Covenants" have been included as part of the application and comply with applicable standards.
7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-20-00015 be classified as a Minor Impact, and be approved with the following conditions:

1. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. The applicant shall comply with the conditions for developing within Sage-Grouse Habitat in accordance with a Certificate of Administrative Review (No. 57, Series 2020) recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 666938.
3. Amendment or termination of the protective covenants is subject to approval by Gunnison County.
4. Bear proof trash containers shall be installed at the development in accordance with comments from Colorado Parks and Wildlife.
5. Gunnison County Public Works shall work with the developer during the installation of the deep utilities and connection to the County sewer system to resolve some issues on the south end of the parcel at County expense.
6. The stormwater retention shall be engineered to ensure historic flow rates are not exceeded at proposed outfalls. This requirement shall be memorialized in the Development Improvement Agreement that will also require any necessary permits are issued by and released via final approval from CDPHE.
7. A description of the method(s) used to regularly inspect and maintain any proposed stormwater retention and detention facilities, if applicable, shall be provided as part of the Development Improvement Agreement.
8. A Development Improvement Agreement shall be executed and funded in compliance with Section 16-118: Development Improvement Agreement Required and shall include the following improvements:
 - 1) Roadway Plan & Profile, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
 - 2) Grading, Drainage, & Erosion Control, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
 - 3) Utility Plan, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
 - 4) A Stormwater Discharge permit from the Colorado Department of Public Health and Environment. Stormwater retention shall be engineered so that historic flow rates are not exceeded at proposed outfalls.

5) Landscaping Schedule dated March 9, 2021.

9. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
10. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
11. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
12. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

Exhibit A. Legal Description

TOWNSHIP 48 NORTH, RANGE 1 WEST, N.M.P.M

PARCEL NO. 1

SECTION 10: A PARCEL OF LAND LOCATED IN SAID SECTION 10, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ABUTTING PARCEL 1 IN WARRANTY DEED RECORDED DECEMBER 29, 1992 IN BOOK 718 AT PAGE 57 ON THE WEST DESCRIBED AS FOLLOWS: BEGINNING AT CORNER NO. 1, A POINT FROM WHICH THE WEST QUARTER CORNER, SAID SECTION 10, BEARS S 54°07' W 3369.15 FEET; THENCE S 62°49' W 100 FEET TO CORNER NO. 2; THENCE N 20°15' W 400 FEET TO CORNER NO. 3; A POINT ON THE SOUTH RIGHT OF WAY BOUNDARY OF US HIGHWAY 50; THENCE N 62°49' E 100 FEET ALONG SAID RIGHT OF WAY BOUNDARY TO CORNER NO. 4; THENCE S 20°15' E 500 FEET TO CORNER NO. 1, THE POINT OF BEGINNING.

PARCEL NO. 2

SECTION 10: A PARCEL OF LAND LOCATED IN SAID SECTION 10, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ABUTTING PARCEL 2 IN WARRANTY DEED RECORDED DECEMBER 29, 1992 IN BOOK 718 AT PAGE 57 ON THE WEST, DESCRIBED AS FOLLOWS: BEGINNING AT CORNER NO. 1, A POINT FROM WHICH THE WEST QUARTER CORNER, SAID SECTION, BEARS S 53°51' W 3270.9 FEET; THENCE S 78°50' W 100.50 FEET TO CORNER NO. 2; THENCE N 20° 15' W 473.10 FEET TO CORNER NO. 3, A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 50; THENCE N 62°49' E 100.00 FEET ALONG SAID RIGHT OF WAY LINE TO CORNER NO. 4; THENCE S 20°15' E 500 FEET TO CORNER NO. 1, THE POINT OF BEGINNING.

COUNTY OF GUNNISON, STATE OF COLORADO

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2021 - ____**

**A RESOLUTION APPROVING THE APPLICATION FOR DOS RIOS VILLAGE TOWNHOMES
LUC-20-00015
SIMCO VENTURES, LLC**

WHEREAS, Simco Ventures, LLC, proposes to build six buildings containing four townhomes each for a total of 24 townhomes. Twelve of the townhomes will be 2-bedroom, 1.5 bath at 900 square feet total. Twelve of the units will be 3-bedroom, 2-bath at 1,125 square feet.

The total aggregate floor area of all the buildings is 13,524 square feet. The applicant is considering constructing carports that have not been included in the total floor area, however, are on the site plan.

The subject parcel is at 37764 W. Highway 50, Gunnison. It is west of the City of Gunnison. The parcel is legally described as parcels 1 and 2, Section 10, Township 48 North, Range 1 West, N.M.P.M.

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on June 18, July 23, August 20, and September 3, 2021; and

WHEREAS, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on September 3, 2021 forward to the Board of County Commissioners a Recommendation of approval of that application with certain Findings and Conditions;

NOW, THEREFORE, the Board hereby adopts the Planning Commission's Recommendation, with these Findings:

1. This project is initially classified as a Major Impact and the applicant has demonstrated compliance with the standards of Section 3-111: B.1. and the impact classification has been reduced to Minor Impact.
2. This application is consistent with the standards and requirements of this *Resolution*.
3. The total disturbance area will be over one acre; therefore, it is anticipated the applicant will need to obtain a Storm Water Discharge Permit from the Colorado Department of Public Health and Environment (CDPHE) as well as a final release or final certification for the project from CDPHE when completed.
4. The proposed development is in Gunnison Sage-grouse and black bear habitat.
5. The proposed density of the development is substantially similar and compatible with the neighborhood.

6. "Dos Rios Village Declaration of Protective Covenants" have been included as part of the application and comply with applicable standards.
7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Dos Rios Village Townhome application need be conducted by the Board, and further, the Board hereby approves the Dos Rios Village Townhome application for LUC No. 2019-00015 as recommended by the Planning Commission, with the following conditions:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. The applicant shall comply with the conditions for developing within Sage-Grouse Habitat in accordance with a Certificate of Administrative Review (No. 57, Series 2020) recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 666938.
3. Amendment or termination of the protective covenants is subject to approval by Gunnison County.
4. Bear proof trash containers shall be installed at the development in accordance with comments from Colorado Parks and Wildlife.
5. Gunnison County Public Works shall work with the developer during the installation of the deep utilities and connection to the County sewer system to resolve some issues on the south end of the parcel at County expense.
6. The storm water retention shall be engineered to ensure historic flow rates are not exceeded at proposed outfalls. This requirement shall be memorialized in the Development Improvement Agreement that will also require any necessary permits are issued by and released via final approval from CDPHE.
7. A description of the method(s) used to regularly inspect and maintain any proposed storm water retention and detention facilities, if applicable, shall be provided as part of the Development Improvement Agreement.
8. A Development Improvement Agreement shall be executed and funded in compliance with Section 16-118: Development Improvement Agreement Required and shall include the following improvements:
 - 1) Roadway Plan & Profile, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.

- 2) Grading, Drainage, & Erosion Control, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
 - 3) Utility Plan, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
 - 4) A Storm water Discharge permit from the Colorado Department of Public Health and Environment. Storm water retention shall be engineered so that historic flow rates are not exceeded at proposed outfalls.
 - 5) Landscaping Schedule dated March 9, 2021.
9. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
 10. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
 11. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
 12. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

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

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

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

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Elizabeth Smith, Commissioner

ATTEST:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Opioid Response Presentation; Colorado Attorney Ge

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached will be presented by staff from the Colorado Attorney General's Office.

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: 9/30/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 10/5/2021

PRESENTATION ON OPIOID RESPONSE



Colorado Attorney General
Phil Weiser

Director of Opioid Response
Heidi Williams





COLORADO DEPARTMENT OF LAW



PHIL WEISER

Colorado Attorney General



HEIDI WILLIAMS

Director, Opioid Response

The Problem

- Colorado has lost over 5000 people to opioid overdose in the past 10 years
- An estimated additional 2000 people have lost their lives to fentanyl and heroin
- Roughly 70% of people who use heroin report they used opioid medications first
- Our state has only around 30% of the total drug treatment capacity we need.

Current proposed settlements with Johnson & Johnson and three large distributors provide significantly more settlement funds to Colorado if local governments join in the settlement.



CDPHE. (n.d.). Counts of drug overdose deaths due to any opioid in Colorado, 2010-2019. Retrieved from https://cohealthviz.dphe.state.co.us/t/PSDVIP-MHPPUBLIC/views/DrugOverdoseDashboard/PoisoningDeathFrequencies?iframeSizedToWindow=true&display_count=n&showAppBanner=false&origin=viz_share_link&showVizHome=n&isGuestRedirectFromVizportal=y&embed=y

Colorado Prescription Drug Abuse Consortium. (n.d.). Heroin in Colorado (p. 3. Rep.). doi:<http://www.corxconsortium.org/wp-content/uploads/Heroin-in-Colorado-FINAL-April-2017.pdf>

Brown, J. (2020, June 28). Opioid crisis in Colorado could get worse amid pandemic. Retrieved August 6, 2020, from <https://apnews.com/bf1c11ac45d63808ffeae945c750cd81>

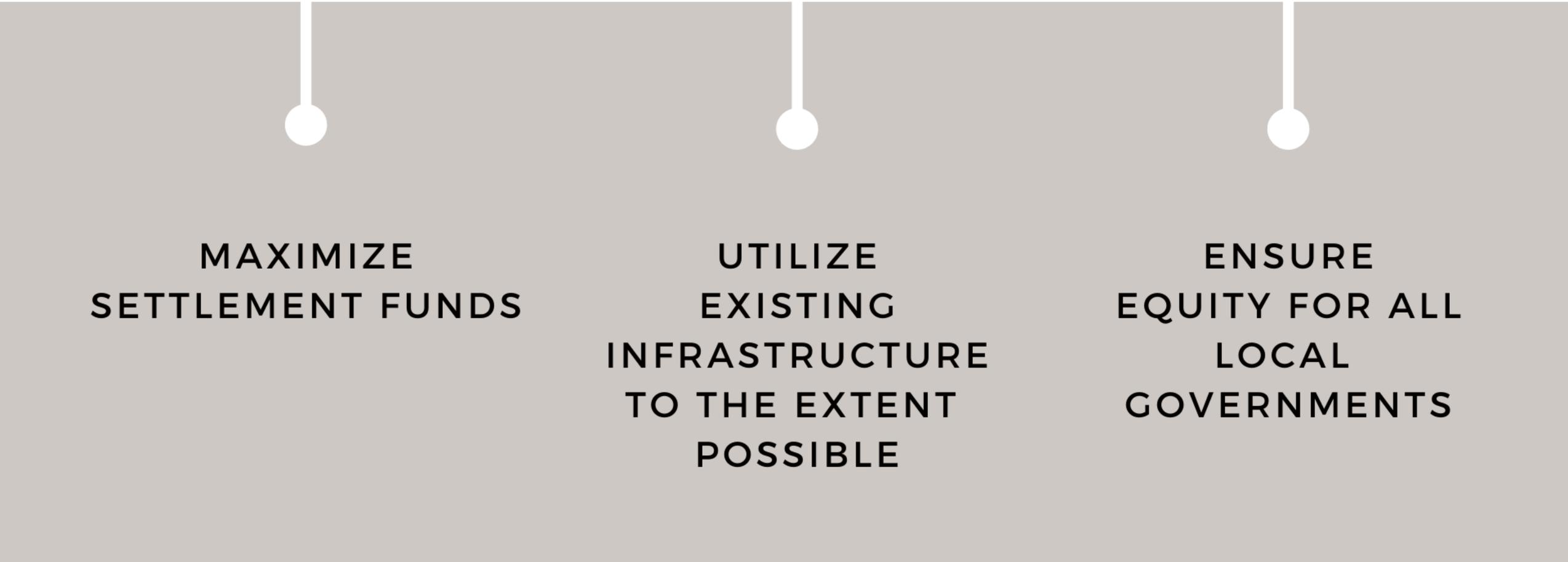


- Our criminal justice system is now addressing this public health crisis. In Alamosa County, for example, 90% of those in county jail are addicted to opioids
- One third of people with opioid use disorder (OUD) have been involved with the criminal justice system in the previous year.
- Despite robust evidence showing the effectiveness of addiction treatment in correctional facilities, people with OUD who are incarcerated rarely receive medication. Reentry into the community can be a dangerous time: people recently released from prison are 129 times more likely than the general population to die of an overdose.
- Our society criminalizes the disease of addiction and stigmatizes patients. We often force people, many of whom are stable on maintenance medication, to experience painful and dangerous opiate withdrawal by failing to offer such medication when they're incarcerated

Sherry, A. (2019, July 01). Colorado's Opioid Crisis Fuels Alamosa's Jail Overcrowding. Retrieved from <https://www.cpr.org/2018/03/29/colorados-opioid-crisis-fuels-alamosas-jail-overcrowding/>

Berk, J. (2020). A Good Place to Start — Low-Threshold Buprenorphine Initiation. *New England Journal of Medicine*, 383(8), 701-703. doi:10.1056/nejmp2017363

Core Principles for All Colorado Plan Agreement



**MAXIMIZE
SETTLEMENT FUNDS**

**UTILIZE
EXISTING
INFRASTRUCTURE
TO THE EXTENT
POSSIBLE**

**ENSURE
EQUITY FOR ALL
LOCAL
GOVERNMENTS**

ADDRESSING THE OPIOID EPIDEMIC



TREATMENT

Evidence-based treatment models

RECOVERY

Evidence-based recovery models

CRIMINAL JUSTICE

Innovative treatment, diversion strategies and wrap-around services

PREVENTION, EDUCATION

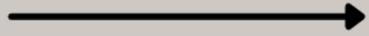
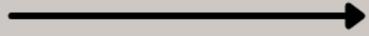
Widespread prevention and education efforts among communities

HARM REDUCTION

Strategies for reducing or mitigating the negative consequences associated with substance use

**Opioid
Settlement
Funds**

**Total Colorado
Share**



**Direct Allocation by Formula to
Participating Local Governments**
***Requirement – Full Transparency**

Opioid Abatement Fund
Formula Allocations to Regions
**Regional Committee to formulate and
submit a 2-year plan**
Regional Committee to implement plan
Reporting and Auditing at end of annual cycle

Infrastructure Fund – State
**This fund will support hard hit areas in the
state with resource needs**

**Direct Allocation
to State Government**
***Requirement – Full Transparency**

Local Governments

State Government

***Local government may direct its share to county or region**

Proposed Governance

Statewide Opioid Abatement Council

6

Local
Government
Appointees

6

Attorney
General
Appointees

1

Chair, non-voting,
except in instance
of a tie

Regional Governance

Voting Members (Recommended List: Participating Local Governments to Decide)

- 1 rep appointed by each county (can be commissioners)
- 1 rep appointed by the rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
- 1 rep from each public health department within the region
- 1 rep from a county human services department
- At least 1 rep appointed from law enforcement within region (sheriff, police, DA etc.)
- 1 rep from a municipal or county court system within region

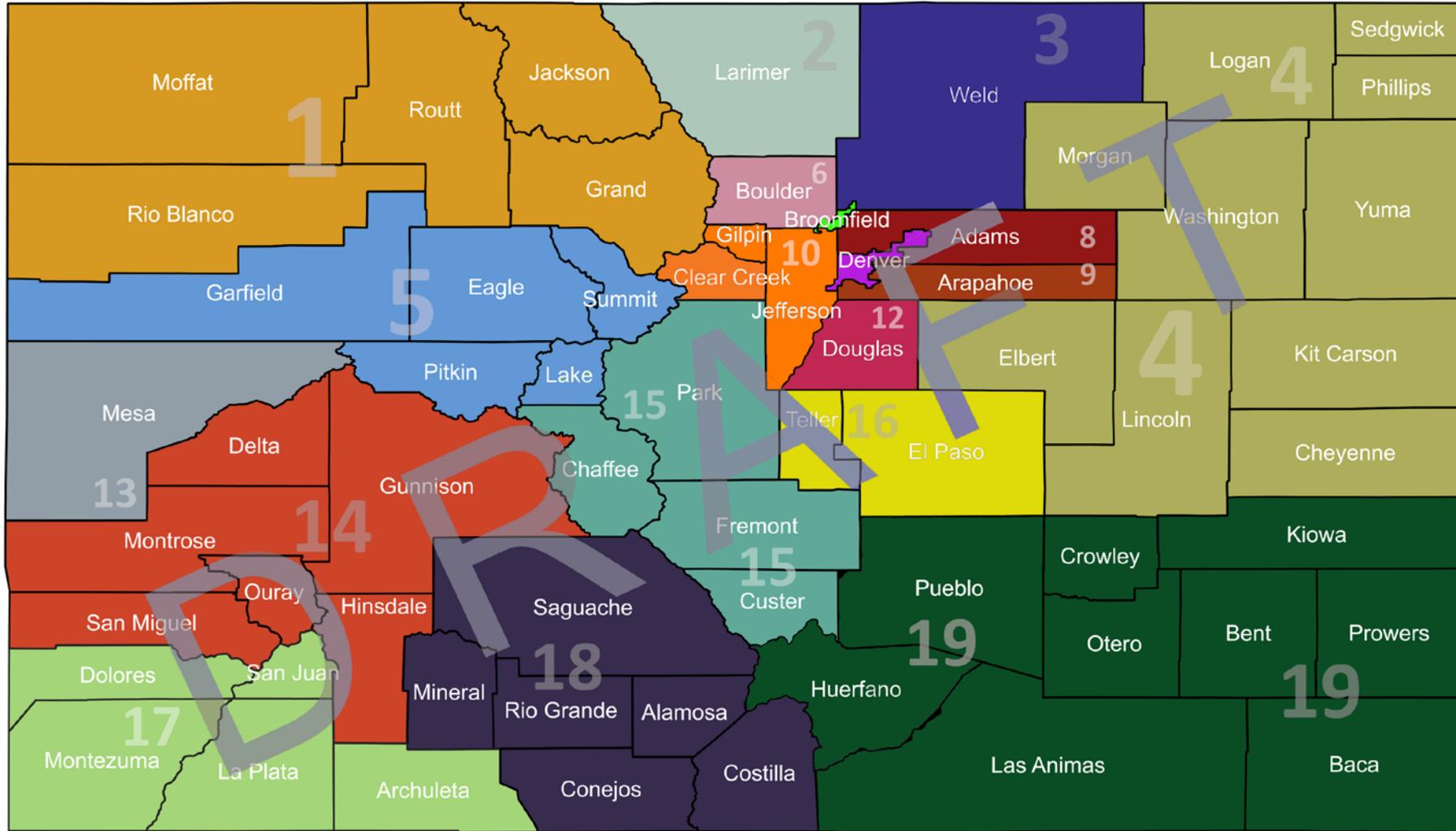
*such other reps as participating counties/cities agree on (not to include providers who may be recipients of funds)

Non-Voting Members

- Reps from behavioral health providers
- Reps from health care providers
- Recovery/treatment experts
- Other county or city reps
- AG rep(s)
- Community rep(s)
- Affected persons

Proposed Governance - Draft

Proposed Regions for the Regional Distribution of Opioid Settlement Funds

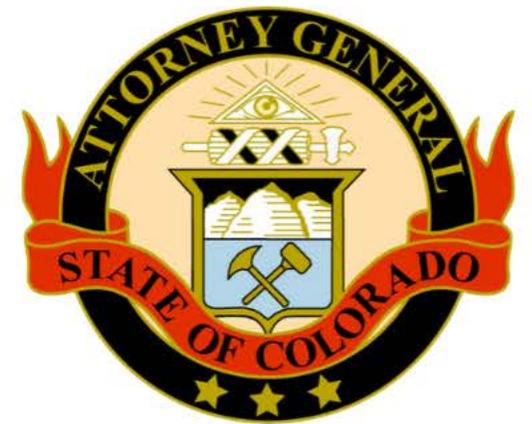


UPDATED 07/27/2021

Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

We Want to Hear from You

Please tell us about any successes, challenges, and gaps related to opioids in your community.



Contact Information:

Heidi Williams

Director of Opioid Response

Heidi.Williams@coag.gov

303-819-9722



THANK YOU

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Southwestern Colorado Opioid Regional Council Inte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Establishing the manner in which Opioid Funds shall be divided and distributed within the State of 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:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/21/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/24/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/5/2021

SOUTHWESTERN COLORADO OPIOID REGIONAL COUNCIL
INTERGOVERNMENTAL AGREEMENT

THIS SOUTHWESTERN COLORADO OPIOID REGIONAL COUNCIL INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made between Montrose County, Colorado, Delta County, Colorado, Gunnison County, Colorado, San Miguel County, Colorado, Ouray County, Colorado and Hinsdale County, Colorado, individually herein as “Participating Local Governments” or “Party” and collectively the “Parties” as set forth in § 29-1-203, C.R.S., as amended.

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

WHEREAS, the Parties wish to organize themselves as the Southwestern Colorado Opioid Regional Council (“SWCORC”) so as to be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which SWCORC shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, all aspects of the creation, administration, and operation of SWCORC shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, once established SWCORC shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, SWCORC shall be responsible for submitting a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be

used, and SWCORC's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Agreement pertains to the procedures for the Parties to establish the SWCORC, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES**. The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference. Unless the context clearly requires a distinction between the Agreement and the Colorado MOU, all references to "Agreement" shall include the Colorado MOU.
3. **REGIONAL COUNCIL**. In accordance with the Colorado MOU, SWCORC shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.1. Membership: SWCORCC shall be governed by a Board of Directors ("BOD"), which shall consist of the following: Each Party shall appoint two (2) representatives as Voting Members of the BOD. Each Voting Member shall be an employee or elected official of a Participating Local Government. Nothing herein shall preclude one Party's Voting Members from providing a proxy to another Party's Voting Members and vote its interest pursuant to this IGA and/or the SWCORC bylaws.

3.2 Non-Voting Members. Non-Voting Members shall serve in an advisory capacity to the BOD. Non-Voting Members shall be appointed by BOD and shall include at least one (1) representative from the following areas of expertise and may include members of the municipalities within the regional boundaries:

- a. Behavioral health providers.
- b. Health care providers.
- c. Recovery/treatment experts.
- d. Municipal representatives.
- e. Judges or staff from the judicial branch.
- f. Veterans.
- g. Juvenile Services.
- h. Community representative(s), preferably those with lived experience with the opioid crisis.

3.3 Duties: SWCORC is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, SWCORC may also be subject to an accounting from the Abatement Council.

3.4 Governance: SWCORC shall establish its own procedures through adoption of bylaws. A copy of the draft bylaws is attached as Exhibit A to this Agreement. Once the BOD approves the bylaws or any future amendments thereto, a copy shall be provided to the Parties within seven (7) business days of its adoption. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU, except that once adopted, should any express conflict occur between the terms of this Agreement and the bylaws, the duly adopted bylaws shall control.

3.5 Authority: The terms of the Colorado MOU control the authority of SWCORC and SWCORC shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should SWCORC require legal assistance in determining its authority, it may seek guidance from the legal counsel of the county of SWCORC's fiscal agent at the time the issue arises.

3.6 Collaboration: SWCORC shall facilitate collaboration between the Colorado Attorney's General's Office, municipalities within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7 Transparency: SWCORC shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data, SWCORC shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8 Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9 Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10 Decision Making: SWCORC shall endeavor to make decisions by consensus where reasonable and practicable. In all cases, however, SWCORC shall make decisions pursuant to its duly adopted bylaws.

- 4 REGIONAL FISCAL AGENT.** According to the Colorado MOU, SWCORC must designate a fiscal agent prior to it receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to SWCORC's fiscal agent for the benefit of the entire Region. The designation, the term of service, duties and authority of the fiscal agent shall be determined by the bylaws and in accordance with the Colorado MOU.
- 5 REGIONAL TWO-YEAR PLAN.** According to the Colorado MOU, as part of SWCORC's request to the Abatement Council for Opioid Funds from its Regional Share, SWCORC must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used. The development and amendment of the 2-year plan shall be determined by the bylaws and in accordance with the Colorado MOU.
- 6. DISPUTES WITH ABATEMENT COUNCIL.** If SWCORC disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, SWCORC shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of SWCORC's right to seek recoupment of any deficiency in its Regional Share.
- 7. RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with this Agreement and the SWCORC bylaws.
- 8. AUTHORIZED REPRESENTATIVES.** Each Party's representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Parties designate their authorized representatives under this Agreement as follows:

- 8.1. Montrose County, Colorado designates _____ as their designee(s).
- 8.2. Delta County, Colorado designates _____ as their designee(s).
- 8.3. Gunnison County, Colorado designates _____ as their designee(s).
- 8.4. San Miguel County, Colorado designates _____ as their designee(s).
- 8.5. Ouray County, Colorado designates _____ as their designee(s).
- 8.6. Hinsdale County, Colorado designates _____ as their designee(s).

9. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

10. **TERM.** The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last action is taken by SWCORC, consistent with the terms of the Colorado MOU and any Settlement (the “Term”), unless otherwise renewed by amendment to this Agreement.

11. **INFORMATIONAL OBLIGATIONS.** Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

12. **CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive

the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of SWCORC's fiscal agent.

14. TERMINATION. The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.

15. NOTICES. "Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

Montrose County, Colorado 317 South 2nd Street Montrose, CO 81401	Delta County, Colorado 501 Palmer Street Delta, CO 81416
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Gunnison County, Colorado 200 East Virginia Avenue, Ste. 104 Gunnison, CO 81230	San Miguel County, Colorado PO Box 1170, Telluride CO, 81435 bocc@sanmiguelcountyco.gov
Ouray County, Colorado P.O. Box C Ouray, CO 81427	Hinsdale County, Colorado P.O. Box 277, Lake City, CO 81235 administrator@hinsdalecountycolorado.us

16. GENERAL TERMS AND CONDITIONS

- 16.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 16.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 16.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 16.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 16.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 16.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such

authority then current, as may have been changed or amended since the execution of this Agreement.

- 16.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 16.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 16.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 16.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 16.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 16.12. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

16.13. Execution by Counterparts; Electronic Signatures and Records. This

Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

16.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

Attached Exhibits

Exhibit A, Bylaws

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

MONTROSE COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

By: Sue Hansen, Chair
Date: _____

ATTEST:

By:

GUNNISON COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

By: Jonathan Houck, Chair
Date: _____

ATTEST:

By: Melanie Bollig, Deputy Clerk

OURAY COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

By: Ben Tisdell, Chair
Date: _____

ATTEST:

By:

DELTA COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

By: Mike Lane, Chair
Date: _____

ATTEST:

By:

SAN MIGUEL COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

By: Lance Waring, Chair
Date: _____

ATTEST:

By: Carmen Warfield, Chief Deputy Clerk

HINSDALE COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

By: Kristie Borchers, Chair
Date: _____

ATTEST:

By: Joan Roberts, Clerk

BYLAWS OF THE SOUTHWESTERN COLORADO OPIOID REGIONAL COUNCIL

ARTICLE I - NAME AND DEFINITIONS.

1.1 Name.

1.2 The name of this organization shall be the “Southwestern Colorado Opioid Regional Council” (“SWCORC”).

1.3 Definitions.

The words used in these Bylaws shall be given their normal, commonly understood definitions, or those otherwise ascribed to them in the body of these Bylaws Laws or as otherwise set forth in Paragraph A of the August 26, 2021 Colorado Opioids Summary Memorandum of Understanding (“Colorado MOU”). Capitalized terms shall have the meaning ascribed as follows:

- A. “Litigation” shall mean those matters filed in United States District Court or otherwise which were settled pursuant to the Settlement.

ARTICLE II – PURPOSE

Pursuant to the Litigation and the Settlement on August 26, 2021, the State of Colorado and Participating Local Governments executed the Colorado MOU, establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado.

Pursuant to the Colorado MOU, on _____ the Counties of Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel, Colorado entered into an Intergovernmental Agreement to form SWCORC (“SWCORC IGA”).

Per the Settlement and the Colorado MOU, as acknowledged in the SWCORC IGA, each Region must create its own Regional Council and governance structure. The organization is constituted for the purpose to comply with the terms of the Settlement, the Colorado MOU and the SWCORC IGA

The organization is not formed for any pecuniary or financial gain and no part of the assets, income, or profit of the organization shall be distributed to or inure to the benefit of the directors, officers, committee members or staff of the organization.

ARTICLE III – MEMBERSHIP, DIRECTORS, VOTING

3.1 Membership

SWCORC shall consist of the following Participating Local Governments of the State of Colorado: Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel, as well as the municipalities, special districts, and county and local separately elected officials contained within such counties (“SWCORC County/ies”).

3.2 Board of Directors

The management, direction and control of SWCORC shall be vested in a Board of Directors (“BOD”). The Board of Directors shall consist of two (2) members from each county within the SWCORC Counties, with each member appointed by the respective Board of County Commissioners of each SWCORC County. A SWCORC County may provide a proxy to another SWCORC County to serve their interests on the BOD pursuant to Section 3.5 below. The respective SWCORC Counties are encouraged to select representatives from their respective County or municipal public health and/or human services departments, law enforcement agencies (including but not limited to County Sheriffs), municipal or county court systems, or municipalities, except that any such appointee cannot be a person or entity who either contracts with or anticipates contracting with any local government agency to provide services paid for, in whole or in part, by Opioid Funds. As required by Paragraph F(5)(a) the Colorado MOU, each voting member of SWCORC shall be an employee or elected official of a Participating Local Government within SWCORC. Appointed Board members are encouraged to consult with the Non-Voting Members as set forth in Section 3.4 hereof below or other behavioral health providers; health care providers; recovery/treatment experts; municipal representatives; judges or staff from the judicial branch; the public schools; veterans; juvenile services; and community representative(s), preferably those with lived experience with the opioid crisis with regard to their BOD member responsibilities.

3.3 Board Member Terms, Removal and Vacancies.

BOD members shall serve a term of two (2) years, after which they may be re-appointed by the respective Board of County Commissioners of each SWCORC County.

A member may only be removed for good cause by two-thirds (2/3) vote of the BOD. Upon the removal of any member for good cause, or upon the resignation, death, or disability of any member that prevents him or her from continuing to serve, the Board of County Commissioners for the SWCORC County whose member was removed shall appoint a new member within sixty (60) days of such removal or vacancy. If a SWCORC County is unable or unwilling to appoint such a new member within this time frame, the remaining SWCORC County members may, by majority vote, appoint a person to fill this vacancy. During any vacancy or absence of one of the two SWCORC County BOD members, the remaining BOD member for a SWCORC County may exercise the County’s vote in any meeting of the BOD.

Any SWCORC County who fails to appoint members to BOD, or otherwise provide its proxy to another SWCORC County pursuant to Section 3.5 hereof below, shall not receive any Opioid Funds from the Regional Share or participate in SWCORC.

3.4 Voting

Each SWCORC County shall have one (1) vote, exercised collectively by its representatives. If the representatives for a SWCORC County cannot agree, then the vote of that SWCORC County shall not be counted and treated as if the SWCORC County abstained from such vote.

Except as expressly provided in these Bylaws, the BOD shall make decisions by a majority vote of its members.

Except as provided in Section 3.5 below, all votes shall be conducted at a meeting of the BOD, with voting members attending either remotely (*e.g.*, video conference, telephone) or in person. Subject to any specific provision to the contrary in the Colorado MOU, the SWCORC IGA, these Bylaws, or Colorado law, members may cast their votes in person or by proxy pursuant to Section 3.5.

Upon majority vote of its members, the BOD shall appoint an advisory group of Non-Voting Members, who shall include at least one (1) representative from the following areas of expertise: Behavioral health providers; health care providers; recovery/treatment experts; municipal representatives; judges or staff from the judicial branch; the public schools; veterans; juvenile services; and community representative(s), preferably those with lived experience with the opioid crisis.

Non-Voting Members may participate in meetings of the BOD but may not vote on any action by the BOD, except that the BOD shall, by majority vote of its members, appoint one (1) Non-Voting Member to act as a Tiebreaker. In case of a tie vote of the voting BOD members, the Tiebreaker may vote to break the tie.

3.5 Proxies

Any SWCORC County may give a proxy to any other SWCORC County, either for a specific meeting or for all meetings of the BOD. Every proxy is revocable at any time at the pleasure of the Member or SWCORC County that provides the proxy. Every proxy shall be in writing, shall identify the member or SWCORC County giving the proxy, the SWCORC County that is the recipient of the proxy, shall be dated and provided to the Secretary/Treasurer of the BOD prior to the meeting for which it is to become effective. Unless the proxy specifically provides

otherwise, a proxy shall be presumed to cover all votes which the member or SWORC County giving such proxy or proxies is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. A proxy may be revoked in writing at any time.

3.6. Conflicts of Interest

Members shall abide by the conflict-of-interest rules applicable to local government officials under the laws of Colorado.

3.7 Ethics

Members shall abide by their local ethics laws or, if no such ethics laws exist, by any applicable ethics laws of the State of Colorado.

ARTICLE IV – OFFICERS

The day-to-day affairs of SWCORC shall be governed by officers, consisting of the Chair, Vice-Chair and Secretary/Treasurer, appointed by the BOD by majority vote. No more than one officer will be elected from any one county. Elections for officers shall be held at the first regular meeting of the Board of Directors within that calendar year. Only those persons who have indicated their consent to serve if elected may be nominated or elected to hold office.

ARTICLE V – DUTIES OF OFFICERS

5.1 Chair

The Chair shall preside at all meetings of the Board of Directors. He/She shall perform other duties as may be prescribed in these Bylaws as assigned to him/her by the Board or Committee and shall coordinate the work of the Board, Committee and any special or standing committees, contractors and staff as may be developed. The Chair shall be a voting member of the BOD. The Chair shall also be responsible for ensuring SWCORC's compliance with the Colorado MOU in order for SWCORC to enjoy the full benefits of the Settlement to which it is entitled, including but not limited to the certification required by Paragraph F(5)(b) and (d).

5.2 Vice-Chair

The Vice-Chair shall perform all duties of the Chair in the absence of the Chair, and other specialized duties as assigned by the Board or the Committee. The Vice-Chair will assume the

position of Chair upon the death, disability, removal from office or inability of the Chair to serve as an officer. In the event of such a vacancy in the position of Chair, the Vice-Chair shall serve as Chair until the next regular meeting of the BOD, who shall then vote to replace the vacant Chair position. The Vice-Chair shall be a voting member of the BOD.

5.3 Secretary/Treasurer

The Secretary/Treasurer shall assure that minutes are kept of the meetings of the BOD, see that timely notice of meetings is given pursuant to these Bylaws and Colorado law, be custodian of organization records, ensure that full records of all financial transactions are maintained in an orderly manner for review by funding entities and the BOD, and ensure that maximum earnings and security are given to all organization funds. In the event that a vacancy occurs in both the positions of Chair and Vice-Chair, the Secretary/Treasurer shall serve as Chair, and until the next regular meeting of the BOD, who shall then vote to replace the two vacant positions. The Secretary/Treasurer shall be a voting member of the BOD.

ARTICLE VI - SEPARATE LEGAL ENTITY, GOVERNMENTAL IMMUNITY, PUBLIC RECORDS

SWCORC shall be a separate legal entity from its members. The individual members thereof and the cooperating governing bodies or officials shall not be liable on the undertakings of SWCORC, contractual or otherwise, regardless of the procedure by which such undertakings, or any of them, may be entered into.

Nothing in these Bylaws are, or shall be construed to be, a waiver, in whole or part, by any SWCORC County, or any of their respective officials, agents, employees or representatives, of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

Unless otherwise provided by law, the books and records of SWCORC are subject to and governed by the Colorado Open Records Act.

ARTICLE VII – MEETINGS

7.1 Frequency

The BOD will meet monthly, on the _____ of each month, subject to change by majority vote of the voting members of the BOD. The BOD will also meet during the month of _____ each year for the purpose of conducting an Annual Meeting to appoint officers, review organization progress, and set major policy matters.

The Chair may call a special meeting at any time by providing seven (7) days written notice to all voting members of the BOD, and should also provide such notice to non-voting members.

7.2 Open Meetings Act

Unless otherwise provided by law, all meetings of the BOD shall comply with the Colorado Open Meetings Act.

7.2 Notice of Meetings.

Notices of meetings shall comply with the Colorado Open Meetings Act and other applicable law. The Officers shall be responsible for the preparation of any notice, its publication, posting and dissemination, and the preparation, publication posting and dissemination of proposed agendas and meeting materials for any regular, Annual or special meeting of the BOD.

7.2 Quorum

The presence at a meeting of the BOD of a majority of its appointed voting members shall constitute a quorum for any BOD meeting or vote. Any SWCORC County who has granted a proxy to another SWCORC County pursuant to Section 3.5 hereof shall be counted for quorum purposes so long as at least one of the two voting BOD members for the SWCORC County who received the proxy are present at a meeting or for a vote.

7.3 Executive Session

Subject and pursuant to the Colorado Open Meetings Act, the BOD may hold executive sessions if approved by majority vote of the voting members of the BOD.

ARTICLE VIII – BUDGET, DUES, AND FISCAL CONTROLS, FISCAL AGENT

8.1. Purpose

According to the Colorado MOU, SWCORC is required to designate a fiscal agent for SWCORC prior to it receiving any Opioid funds from the Regional Share.

8.2. Designation

The voting members of the BOD shall designate a Fiscal Agent for SWCORC by majority vote. The Fiscal Agent must be a member of a board of county commissioners for a SWCORC County, a city or town council, or party of the executive department of a county or municipal government, such as a department of finance.

8.3. Term

The Fiscal Agent shall serve a one (1) year term. A Fiscal Agent may serve as long as the BOD determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

8.4 Duties

As Required by or otherwise consistent with the Colorado MOU, the Fiscal Agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council, provide expenditure reporting data to the Abatement Council on an annual basis, and shall otherwise ensure SWCORC's compliance with the Colorado MOU in cooperation with the Chair, including but not limited to Paragraphs F(7), (8), and (10). In addition, the Fiscal Agent shall perform certain recordkeeping duties as outlined below.

- a. Opioid Funds: The Fiscal Agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon receipt, the Fiscal Agent shall deposit the Opioid Funds in a Colorado-specific QSF Account that is dedicated to SWCORC. Upon direction by SWCORC, the Fiscal Agent shall make any such Opioid Funds available to SWCORC.
- b. Reporting: On an annual basis, as determined by the Abatement Council, the Fiscal Agent shall provide to the Abatement Council SWCORC's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that SWCORC's expenditures were for Approved Purposes and complied with its two-year plan.
- c. Recordkeeping: The Fiscal Agent shall maintain necessary records with regard to the SWCORC's meetings, decisions, plans, and expenditure data.

8.5. Authority.

The Fiscal Agent serves at the direction of the BOD and in service to the entire Region. Except as otherwise provided by law, the terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Fiscal Agent. A Fiscal Agent shall not stray outside the bounds of the authority and power vested by law, these Bylaws, and the Colorado MOU.

ARTICLE IX – FISCAL YEAR

The fiscal year of SWCORC shall be the calendar year.

ARTICLE X – REGIONAL TWO-YEAR PLAN

10.1 Purpose.

As required by Paragraph F of the Colorado MOU, as part of SWCORC’s request to the Abatement Council for Opioid Funds from its Regional Share, SWCORC shall submit a two (2) year plan (“2-year plan”) identifying the Approved Purposes for which the requested funds will be used.

10.2 Development of 2-Year Plan.

In developing a 2-year plan, SWCORC may solicit recommendations and information from all stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. SWCORC may also seek assistance from the Abatement Council for purposes of developing a 2-year plan.

10.3 Amendment

The BOD, by majority vote of its voting members may amend SWCORC’s 2-year plan so long as such amendments comply with the terms of the Colorado MOU and the Settlement.

ARTICLE XI – AMENDMENT OF BYLAWS

These Bylaws may be amended or repealed, may be amended, by a two-thirds vote of the all appointed voting members Board of Directors (not a majority of those present) at any meeting of the BOD employing the voting procedures set forth in provided, however, that written notice of the proposed amendment or repeal, verbatim, shall be provided to each appointed voting Board member not less than ten days prior to such meeting, and should also be provided to non-voting members.

ARTICLE XII GOVERNING LAW; VENUE; ; CONFLICTS; LIMITATION OF REMEDIES

These Bylaws shall be governed by the laws of the State of Colorado. Venue for any legal action relating to these Bylaws will be in the District Court of the State of Colorado for the county of SWCORC’s Fiscal Agent. Should any conflict arise between the interpretation of these Bylaws and the Colorado MOU, the Colorado MOU shall control. Should any conflict arise between the interpretation of these Bylaws and the SWCORC IGA, these Bylaws, once adopted, shall control. Should any legal dispute arise between members of SWCORC regarding or related to these Bylaws, the remedies of the prevailing party in any such dispute shall be limited to declaratory and injunctive relief, and any appropriate costs awarded by a court; no member shall be entitled to compensatory, expectancy, consequential, exemplary, or any other form or type of money damages, or attorneys’ fees, from any other member in relation to any dispute regarding these Bylaws. Nothing herein, however, should be construed to prevent or limit any cause of action, whether in law or in equity, that SWCORC may bring against any person or entity not a party to these Bylaws, including but not limited the right to engage in the dispute process set forth in the Colorado MOU.

ARTICLE XIII SEVERABILITY

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

ARTICLE XIV DISSOLUTION

SWCORC may be dissolved by two-thirds vote of the voting members of the BOD. Upon dissolution, the Officers, in collaboration with the Attorney General and the Abatement Council, along with the SWCORC Member Counties, shall be responsible for winding up the affairs of SWCORC.

PASSED, APPROVED AND ADOPTED by a majority vote of the full Board of Directors, executed and acknowledged this ____ day of _____, 20__ by:

- Chair