1 - Agenda, Feb 15, 2022 BOCC reg meeting

2a - Special Event Liquor Permit_CB Mountain Educational Radio

2b - Alcohol Beverage Lic_Gunnison Golf Club Inc

3 - Ratif of CM Signature_MOU, Crystal River-Marble Chamber of Commerce

4 - Schedule, Feb 15-Mar 15, 2022

5 - Minutes, Nov 16, 2021 BOCC Reg Meeting

6 - Consent 1, Letter of Support, Sustainable CB Grant Application

6 - Consent 2, MOU-Gunnison Conservation District

6 - Consent 3, Dr Meeuwsen Contract-Family Planning Program

6 - Consent 4, Dr Tarr Contract-Immunization Clinics Oversight

6 - Consent 5, IGA_Hinsdale County Inmate Housing

6 - Consent 6, CM Signed, MOU-Gunnison Co_GV Hospital

6 - Consent 7, CM Signed, MOU-Gunnison Co_WCU

6 - Consent 8, CM Signed, MOU-Gunnison Co_School Distr_GVH

6 - Consent 9, Thank you Letter to NFF

6 - Consent 10, Profession Svc Agreement, McLaughlin Whitewater Design Group

6 - Consent 11, CPW Impact Assistance Grant App

6 - Consent 12, Ratification of Submission_Simple Gift Grant Application

6 - Consent 13, Military and Veteran Affairs_2022-23 VAG Grant Application

6 - Consent 14, GOCO Grant Resolution

6 - Consent 15, Solar Powr Facility Site Lic Agreement_Pivot Energy Commercial Solar LLC

6 - Consent 16, Healthcare Policy and Finance Grant App_dental care for Seniors

6 - Consent 17, DOLA Option Letter 2_CSBG Increase

7 - Street_Alley Vacation in Ohio City_Stallard

7b - Stallard Vacation LATE INFO sent 2_13_2022

7c - Stallard Vacation LATE INFO sent 2_14_2022 - 20220129 Brown Consent

8 - Two Lot Clusters in Ohio City_Stallard

9 - Intro-Traffic Code Ordinance

10a - HS Agenda, Feb 15, 2022

10b - HS Minutes, Dec 21, 2021 Reg Meeting

10c - HS 2022 Meeting Schedule DRAFT

10d - HS Performance Report

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, February 15, 2022
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
- Special Event Liquor Permit 01-2022; CB Mountain Educational Radio; 3/17/2022 and 3/18/2022 from 3-11:30 pm
- Alcohol Beverage License #05-07972-0000; Gunnison Golf Club Inc dba Dos Rios Golf & Country Club; Effective 12/31/2021 - 12/31/2022
- Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

8:35 am
- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Ratification of County Manager's Signature; Memorandum of Agreement; Crystal River Chamber of Commerce; 1/01/2022 to 12/31/2022; $45,390
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:39 am
- Call to Order; Agenda Review
- Scheduling
- Minutes Approval:
  1. November 16, 2021 Regular Meeting
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Letter of Support to Recycling Resources Economic Opportunity (RREO) Program; Sustainable Crested Butte Grant Application
  2. Memorandum of Agreement to Provide County Financial Assistance to the Gunnison Conservation District; 1/01/2022 to 12/31/2022; $6,000
  3. Contractor Agreement; Dr. Anna Meeuwsen; For Family Planning Program Services; 1/01/2022 to 12/31/2022; $1,200
  4. Contractor Agreement; Dr. John Tarr; For Medical Oversight of Immunization Clinics; 1/01/2022 to 12/31/2022; $1,200
  5. Intergovernmental Agreement; Hinsdale County; For Housing Hinsdale County Inmates; Upon final execution date through 12/31/2022; $65 per offender per day
  6. Acknowledgment of the County Manager's Signature; Memorandum of Understanding; Gunnison County, Gunnison Valley Hospital; For Substance Abuse Disorder in the County and to Work on Treatment and Recovery Options; Eff. 12/21/2021 – renewed at the beginning of each federal fiscal year 2022-2023 and 2023-2024; One Crisis Clinician - not to exceed $50,000 per year, One Peer Support Specialist - not to exceed $32,000 per year, GVH Staff becoming MAT certified - not to exceed $15,000 for 2021-2022

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.*

7. Acknowledgment of the County Manager's Signature; Memorandum of Understanding; Gunnison County, Western Colorado University; For Support for Peer Health Educators to Serve on the Gunnison Consortium; Eff. 12/21/2021 – renewed at the beginning of each federal fiscal year 2022-2023 and 2023-2024; not to exceed $15,000 per year
8. Acknowledgment of the County Manager's Signature; Memorandum of Understanding; Gunnison County, Gunnison Watershed School District, Gunnison Valley Health; For School-Based Clinical Mental Health Therapy; Eff. 12/21/2021 – renewed at beginning of each school year 2022-2023 and 2023-2024; not to exceed $75,000 per year per therapist
9. Thank You Letter to Nation Forest Foundation; For partnering with Gunnison County to develop the Gunnison Stewardship Fund
10. Professional Services Agreement; McLaughlin Whitewater Design Group; For Preliminary Engineering, Structure #2 at the Whitewater Park; Effective the Date of Signing; Not to exceed $55,441
11. Colorado Parks & Wildlife Impact Assistance Grant Application; Gunnison County Assessor's Office; For Payment in Lieu of Taxes; $21,924.38
12. Ratification of Submission; Rocky Mountain Health Foundation's Simple Gift Grant Application; for Rural Veterans Health Scholarships through the Gunnison County Veterans Services Office (GCVSO); $10,000
13. Department of Military and Veterans Affairs, 2022-2023 VAG Grant Application; For Enhancing Health System Care Intervention for Vets; $30,000
14. Great Outdoors Colorado Fellowship Grant; Resolution of Support; Requirement for grant already awarded; to Gunnison County; $150,000
15. Solar Power Facility Site License Agreement; Pivot Energy Commercial Solar LLC; To Allow the Lease of the Roof Space on the Gunnison-Crested Butte Regional Airport Covered Parking for a Solar Array; Effective Upon Date of Signing; $100 per year
16. Department of Healthcare Policy and Finance Grant Application; Health & Human Services; Provides funding for low income Seniors to receive dental care if they are not eligible for Medicaid; $42,800
17. Department of Local Affairs (DOLA), Option Letter #2; Increase in Community Services Block Grant Award; $16,719

- County Manager's Report
- Deputy County Manager's Report and Project Updates

9:00 am • Public Hearing; Street and Alley Vacation Request in Ohio City; Jerry and Terry Smith-Stallard

9:20 am • Two Lot Clusters in Ohio City; Agreement and Declaration; Jerry Stallard and Terry Smith-Stallard; LUC-21-00056

9:30 am • Introduction and Discussion; An Ordinance for the Regulation of Traffic by the County of Gunnison, Colorado; Adopting by Reference the 2020 Edition of the "Model Traffic Code"; Repealing All Ordinances in Conflict Therewith; and Providing Penalties for Violation Thereof

BREAK

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

9:45 am • (See separate agenda)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

10:45 am

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

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

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Event Liquor Permit 01-2022; CB Mountain Educational Radio; 3/17/2022 and 3/18/2022 from 3-11:30 pm

Action Requested: BOCC Signatures

Parties to the Agreement: Kathy Simillion County Clerk

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

Summary: Special event Liquor License for Crested Butte Mountain Educational Radio/ Crested Butte Nordic Center
.

Fiscal Impact:

Submitted by: Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ◯ Required ◯ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◯ Required ◯ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ◯ No ◯

County Manager Review:

Comments:

Reveiwed by: Discharge Date:

◯ Consent Agenda ◯ Regular Agenda ◯ Worksession Time Allotted:

Agenda Date:

Revised April 2015

DR 8439 (09/30/13)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

received 1-14-2022

In order to qualify for a Special Events Permit, You **Must Be Nonprofit and One of the Following** (See back for details.)

- [ ] Social
- [ ] Fraternal
- [ ] Patriotic
- [ ] Political
- [ ] Athletic
- [ ] Chartered Branch, Lodge Or Chapter
- [ ] Of A National Organization Or Society
- [ ] Religious Institution
- [ ] Philanthropic Institution
- [ ] Political Candidate
- [ ] Municipality Owning Arts Facilities
- [x] Public Radio

LIAB	Type of Special Event Applicant is Applying for:	
2110	[ ] Malt, Vinous And Spirituous Liquor	$25.00 Per Day
2170	[ ] Fermented Malt Beverage (3.2 Beer)	$10.00 Per Day

DO NOT WRITE IN THIS SPACE
Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: Crested Butte Montain Educational Radio Inc. (KBUT Radio) — State Sales Tax Number (Required): 74-2325285

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP):
KBUT Radio
P.O. BOX 308
Crested Butte, CO. 81224

3. Address of Place to Have Special Event (include street, city/town and ZIP):
CB Nordic Center
Yurt at Magic Meadows
1599-501 Peanut Lake Road
Crested Butte, CO 81224
Crested Butte Nordic Council
P.O Box 1269
620 2nd. Street
Crested Butte, CO 81224
(FACILITY OWNER)

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate: Jackson Petito (Executive Director)	11-2-79	145 Gillaspey Ave, Crested Butte, CO. 81224	970-349-5205
5. Event Manager: Katherine Folz	10-30-77	315 Belleview Ave. Crested Butte CO. 81224	773-349-1136

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
[x] NO [ ] YES HOW MANY DAYS? _____

7. Is premises now licensed under state liquor or beer code?
[ ] NO [x] YES TO WHOM? Crested Butte Nordic Council DBA/Magic Meadows Yurt

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? [x] Yes [ ] No

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

Date	Hours From	To
March 17, 2022	3 p.m.	11:30 p.m.
March 18, 2022	3 p.m.	11:30 p.m.
	.m.	.m.
	.m.	.m.
	.m.	.m.

Oath of Applicant

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

Signature	Title	Date
[signature]	Events Director	1/14/22

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)		Telephone Number of City/County Clerk
Gunnison	[ ] City [x] County	970-641-7641

Signature	Title	Date
Kathy Simmons	County Clerk	1-14-2022

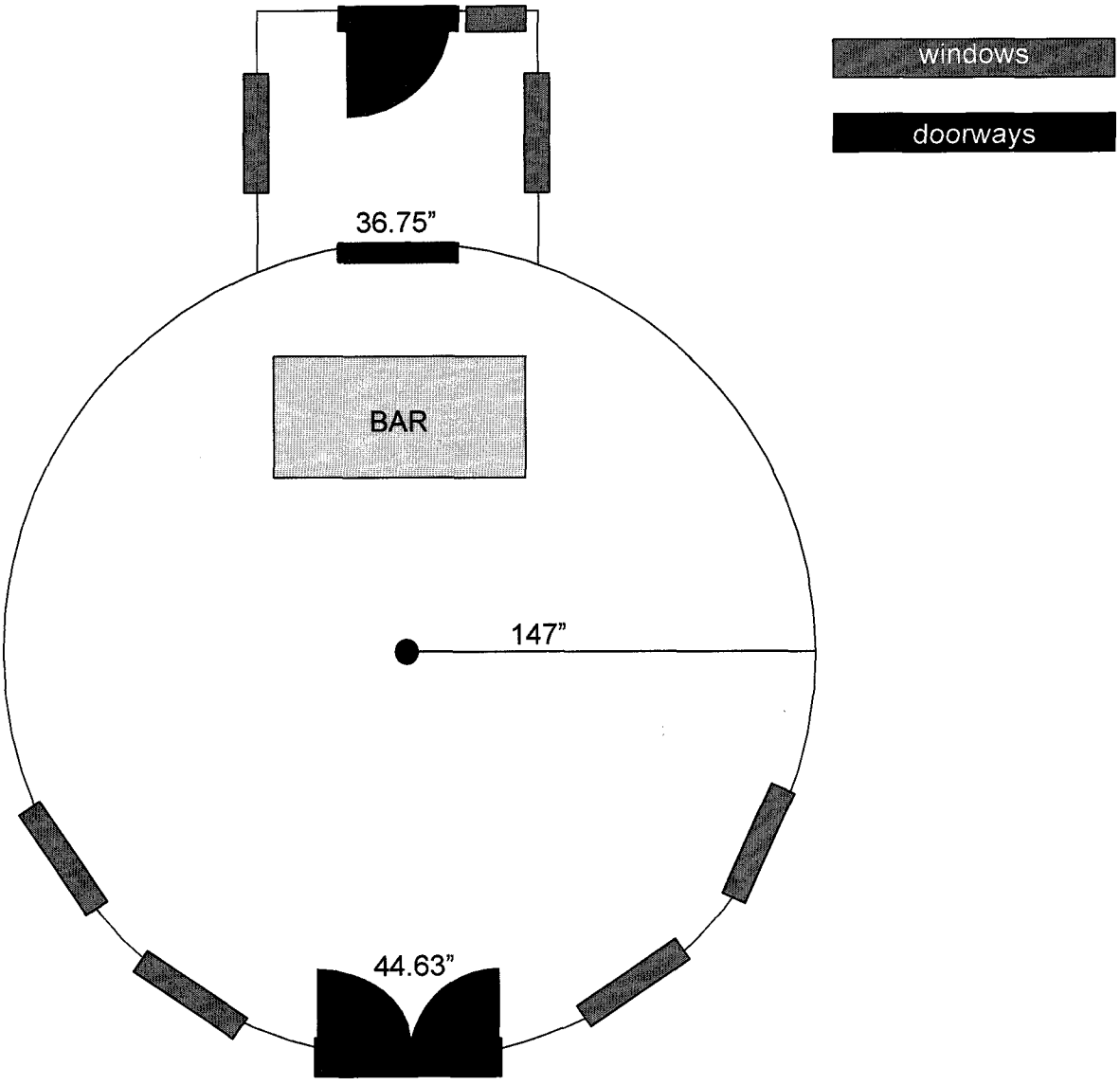
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	$.

(Instructions on Reverse Side)

CRESTED BUTTE MOUNMTAIN EDUCATIONAL RADIO INC (KBUT RADIO), CB NORDIC CENTER, 1599-501 PEANUT LAKE ROAD, CRESTED BUTTE, CO 81224 HAS REQUESTED THE LICENSING OFFICIALS OF GUNNISON COUNTY, TO GRANT A SPECIAL EVENT PERMIT AT THIS LOCATION: YURT @ MAGIC MOUNTAIN, CRESTED BUTTE, COLORADO 81224 TO SELL/SERVE MALT, VINOUS & SPIRITUOUS LIQUOR BY THE DRINK FOR ON-PREMISES CONSUMPTION. DATE OF EVENT: 3-17-2022 AND 3-18-2022, 3:00 P.M. TO 11:30 P.M. WRITTEN COMMENTS ON THIS APPLICATION MAY BE SUBMITTED THROUGH 5:00 PM ON MONDAY, FEBRUARY 14, 2022 TO THE GUNNISON COUNTY CLERK AND RECORDER OFFICE, KATHY SIMILLION, 221 N. WISCONSIN ST., GUNNISON, COLORADO 81230


windows
doorways
36.75"
BAR
147"
44.63"

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion Gunnison County Clerk

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

Summary:

Liquor License renewal for Gunnison Gold Club Inc dba Dos Rios Golf & Country Club

Fiscal Impact:

Submitted by: Kathy Simillion **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

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 2/3/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/4/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 2

Agenda Date: 2/15/2022

Revised April 2015

Gunnison County
COLORADO

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 05-07972-0000

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

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

Fee $100.00

Effective Dates: 12.31.2021 - 12.31.2022

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 Sunillon 2-2-2022

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

GUNNISON GOLF CLUB, INC
dba DOS RIOS GOLF & COUNTRY CLUB
501 CAMINO DEL RIO
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
05-07972-0000	**December 31, 2022**
License Type: **HOTEL & RESTAURANT / OPTIONAL (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. 1/27/2022 MR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
Submit to Local Licensing Authority

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.

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

received
12-22-202

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	Doing Business As Name (DBA)			
GUNNISON GOLF CLUB, INC	DOS RIOS GOLF & COUNTRY CLUB			
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
05-07972-0000	Hotel & Restaurant / Optional	05079720000	12/31/2021	11/16/2021
Business Address		**County**		**Phone Number**
2 MI WEST OF Gunnison CO 81230		Gunnison		9706411482
Mailing Address		**Email**		
PO BOX 86 Gunnison CO 81230-0086		INFO@DOSRIOSGolfClub.org		
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
BRIAN TURNER	7-31-73	651 Gothic Rd, Mt. CB CO 81225		970 275-3508

1. Do you have legal possession of the premises at the street address above? (Yes) No
   Are the premises owned or rented? (Owned) Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes (No)

3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes (No)

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 (No)

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 (No)

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

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 (No)

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 (No)

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
BRIAN TURNER	G.M.
Signature B. J —	Date 12/07/2021

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

Local Licensing Authority For Gunnison County		Date 12-22-2021
Signature Kathy Semmens	Title County Clerk	Attest Julie Battje

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager's Signature; Memora

Action Requested: Other Signature by LMD

Parties to the Agreement:

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

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: $45,390

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/1/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 1/28/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/4/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO THE CRYSTAL RIVER CHAMBER OF COMMERCE

THIS MEMORANDUM OF AGREEMENT ("Agreement") made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County" or "County") and Crystal River Chamber of Commerce, whose address is 620 W. Park Street, Marble, CO 81623 (herein "Recipient").

RECITALS

WHEREAS, Recipient has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public's interest to provide financial assistance to Recipient;

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. STRATEGIC RESULT.

Recipient agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how Recipient has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay Recipient fees not to exceed Forty-Five Thousand, Three-Hundred, Ninety and No/100 U. S. Dollars ($45,390.00) only if such funds are available as a portion of the funds collected by lodging establishments located in the Upper Crystal River Valley of Gunnison County. It is understood and recognized that these funds must be used for costs associated with the implementation of the 2022 Work Plan as identified in Appendix "A". Funds will be distributed, contingent upon collections.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

Recipient agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Recipient shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Recipient will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Recipient during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Recipient's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

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

For all coverages required under this Agreement, Recipient's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Recipient. Recipient shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient to the County under this Agreement. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

5. INDEPENDENT CONTRACTOR.

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

Recipient acknowledges and agrees that Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Recipient is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Recipient irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Recipient or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Recipient or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Recipient expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Recipient will provide the County reasonably prompt notice of the relevant claim. Recipient will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Recipient but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Recipient or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

7. DISCRIMINATION.

The Recipient agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any

manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Recipient shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Recipient shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Recipient certifies that Recipient does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Recipient certifies that Recipient has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Recipient certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Recipient agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Recipient agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Recipient represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Recipient, or be subjected to any discrimination by the Recipient upon which assurance Gunnison County relies.

10. MISCELLANEOUS.

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

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. LEGAL AUTHORITY. Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Recipient represents and warrants that he has been fully authorized by Recipient to execute the Agreement on behalf of Recipient and to validly and legally bind Recipient to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Recipient or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Recipient shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the Recipient waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars ($6,000).

13. OWNERSHIP OF PROPERTY.

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

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the

Recipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Recipient has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Recipient shall not employ any person having such known interests. The Recipient shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

17. FORCE MAJEURE.

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

18. NOTICES.

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

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

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

Recipient:
Christy Villalobos, President
Marble Crystal River Chamber of Commerce
620 W. Park Street
Marble, CO 81623

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

19. GOVERNING LAW.

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

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not

directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Recipient and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

22. RECORDS.

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

23. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, Gunnison County Manager

ATTEST:

_____
Deputy Clerk

RECIPIENT

By: _____
Marble Crystal River Chamber of Commerce

APPENDIX A

Marble Crystal River Chamber
2022 Work Plan and Budget Request
620 W. Park Street, Marble, CO 81623 www.mcrchamber.org 970) 963-7300

WEBSITE MAINTENANCE www.mcrchamber.org **$1,000**
General website maintenance with the addition of an 'events' pull-down menu.

PROMOTIONAL PRINTING $2,700
New print run of illustrated map of Marble businesses and landmarks.

INTERNET AND PRINT MARKETING.....$7,190
Colorado.com online ad and page listing ($5,590); prints ads 2022 *Crystal Valley Echo Summer and Winter Guides* ($1600*).*

Lead King Loop Committee.....$1,000
Continued support of custodial, education, discussion group among LKL stakeholders

Chamber and Association Memberships.....$500
Maintain memberships and association w/ area chambers: Carbondale, Glenwood, Crested Butte, Redstone Community Assoc., Better Business Bureau.

Re-publication of Classic Marble History Book(s) $3,000
Marble's history books are going out of print, and we wish to acquire rights and re-print them. Project 1 is "The Place, The Stone, The Legacy", planned for 2022. Project 2 replaces "Scenes in and about Marble, Colorado", last published by Bleu Stroud. It is a captioned collection of historic photos.

EVENT SUPPORT: BRINGING VISITORS TO OUR VALLEY.....$15,000

Marble/MARBLE CARVING SYMPOSIUM SCHOLARSHIPS (3) $4,500
Marble's most important and longest running regular event. Fund 3 scholarships to this 9-Day annual event. We feel this is a good time and a good way to step up our support.

MARBLE ARTS GUILD $3,500
Support for the "Second Saturdays" series, includes art classes, demonstrations, farmer's market, Yoga and Tai Chi classes, woodcarving and a ski group.

MARBLE FEST $4,000
Annual music festival held in the Millsite Park on a mid-August weekend.

LEAD KING LOOP RACE $1,000
This 20-year old tradition is Marble Charter School's biggest fundraising event, netting over

$12,000 a year.

MARBLE STONE and GEM SHOW $1,000
A new event held for the first time June 2021. Will be increasingly popular, scheduled June 10, 11, 12, 2022.

CHRISTMAS IN MARBLE $1,000
Support for this off-season collaboration of local non-profits. Participants include the Marble Community Church, Marble Charter School, Arts Guild, Town of Marble, Hub, and the Chamber. Activities includes a Santa Claus, fundraiser gift baskets, firetruck rides, snow sculpture and snow-people, sledding, hot chocolate and a real celebration of winter in what can be the snowiest place in western Colorado.

MARBLE HUB SUPPORT AND OPERATIONS $15,000
Support the operation of Marble's visitor center. Growing pressure from increased visitors requires a more reliable, year-round staffing, which MCRC would like to subsidize. The Hub provides phone, internet (Marble is still cell-free) information and coffee to visitors, takes camping reservations for our campground, and provides many public services to our visitors. It is also our community center

TOTAL 2022 FUNDING REQUEST.....$ 45,390

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

February 15, 2022 – March 15, 2022

As of 2/11/2022

Board of County Commissioners

1. **BOCC Regular Meeting**
   February 15, 2022, All Day @ BOCC Boardroom
   More Details

2. **BOCC Work Session**
   February 22, 2022, All Day @ BOCC Boardroom
   More Details

3. **BOCC Regular Meeting**
   March 1, 2022, All Day @ BOCC Boardroom
   More Details

4. **Mayors & Managers Meeting - Hosted by Crested Butte Mountain Resort**
   March 3, 2022, 12:00 PM - 1:30 PM
   More Details

5. **BOCC Work Session**
   March 8, 2022, All Day @ BOCC Boardroom
   More Details

6. **BOCC Regular Meeting**
   March 15, 2022, All Day @ BOCC Boardroom
   More Details

Gunnison County Organization

Holiday - Washington's Birthday - Offices Closed
February 21, 2022 All Day
More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   February 15, 2022, All Day @ BOCC Boardroom
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: November 16, 2021 Regular Meetin

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review, the 11/16/2021 regular meeting minutes.

Fiscal Impact: n/a

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 2/11/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 2/11/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
November 16, 2021

The November 16, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner
Matthew Birnie, County Manager
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the Gunnison County Local Liquor Licensing Authority to order at 8:30 am.

ALCOHOL BEVERAGE LICENSE #03-01981; AMIE MOUNTAIN LODGE, LLC, DBA INN AT ARROWHEAD; 10/15/2021-10/15/2022: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Alcohol Beverage License #03-01981 for Amie Mountain Lodge, LLC, dba Inn at Arrowhead. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Local Liquor Licensing Authority meeting at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:31 am.

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

SCHEDULING: No changes were needed to the calendar presented that day. Commissioner Smith advised that she might not be able to make the December 21st meeting. Chairperson Houck noted that the last meeting of the year, set for December 28th, would be canceled.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the minutes for September 7th, September 21st, and September 28th, as amended. Motion carried unanimously.

1. September 7, 2021 Regular Meeting - Commissioner Smith noted that she had emailed corrections to the clerk for names mentioned at the top of page 5, letter "c". These were then adjusted and the corrected minutes presented to the Board that day for signature.
2. September 21, 2021 Regular Meeting
3. September 28, 2021 Special Meeting

CONSENT AGENDA: With no questions or concerns by the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the Consent Agenda as presented. Motion carried unanimously.

1. Grant Application; Gunnison Home Association; Home Independence Project; 10/1/2021-9/31/2022; $5,000
2. Grant Application; Colorado Department of Human Services, County Behavioral Health Grant Program; $550,222
3. Grant Award; NextFifty Initiative; Aging Resource Office Specialist; $21,682
4. Development Improvements Agreement for Gunnison Secure Storage, Phase 2B; Gunnison Secure Storage
5. Letter of Support, Colorado Opportunity Scholarship Initiative
6. Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2022-12/31/2022; $300,000
7. Acknowledgment of County Manager's Signature; Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, Mountain Express, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2022-12/31/2022; $55,000

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present for discussion.

1. County Insurance Requirements for Contracts and Permitting. CM Birnie informed the Board that, because of insurance coverage issues for various organizations at recent meetings, he had asked CA Matt Hoyt and his office to look into this with carriers around the Western Slope and the State. They found that it really is an issue for smaller organizations because the coverage is offered in mostly $1 million increments. CM Birnie and CA Hoyt requested that the Board give CM Birnie the authority to take care of the insurance coverage on a case-by-case basis, rather than bringing all the small insurance

policies before the Board. CA Hoyt also noted that the current State minimum was $1,093,000, with that minimum increasing again at the end of the year. He also affirmed that the Board can give the authority to CM Birnie to look at each situation and bring to the Board only those cases with questions regarding risk assessment. With the Board's approval, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to delegate the decision whether to waive, in whole or in part, County contract and permit insurance requirements, to the County Manager, up to his contract authority dollar limit. Motion carried unanimously.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby and Public Works Operations Manager Sparky Casebolt were both present for discussion and to answer any questions from the Board.

1. Montrose County Agreement, Amendment #2. DCM Crosby explained to the Board that this was an agreement with Montrose County for Gunnison County to do blading on Black Mesa, while Montrose County plows to Big Cimarron. She noted that the contract amendment had been expanded this year to include Montrose County application of magnesium chloride on a housing area road up the Big Cimarron area where logging had greatly impacted the roads. **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the Intergovernmental Agreement for Winter Road Maintenance, Amendment #2, with Montrose County, and to authorize the Chair's signature. Motion carried unanimously.
2. Request for Four (4) Snowmobile Parking Permits; Kebler Corner and St. Ruth Family. Paul St. Ruth was available first via Zoom and then via phone call from the Board, for discussion and to answer questions. DCM Crosby outlined that this was a request for snowmobile parking only. She noted that this request did not meet the criteria for Irwin resident parking, with snowmobiles also allowed. Instead, Paul St. Ruth owns and operates a business on the other side of Kebler Pass and, though he spends much time in the Winter in Crested Butte, he still needed to go back over Kebler Pass for his business without incurring a ticket from the Forest Service. DCM Crosby explained that he would need a County permit in order to avoid possibly being ticketed. Paul St. Ruth was requesting that he be able to leave snowmobiles in the Irwin resident parking lot, though not all the time, and he remarked he would mostly be there at nighttime, when most of the Irwin residents would not have snowmobiles parked there. After some discussion by the Board regarding the number of permits and the space that might be allowable, the Board expressed its support for this special case. Paul St. Ruth added that he would need four snowmobile permits, depending upon which sleds and snowmobiles were needed for mountain rescue calls. **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the request for four snowmobile parking permits for the St. Ruth family, for the 2021-2022 season. Motion carried unanimously.

PUBLIC HEARING AND RESOLUTION; VACATING CERTAIN PORTIONS OF STREETS AND ALLEY LYING WITHIN THE TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO; DANIEL BROMAN: Deputy County Manager Marlene Crosby was present for discussion.

1. Open of Public Hearing: Chairperson Houck opened the public hearing at 9:00 am.
2. Public Notice Confirmation: DCM Marlene Crosby confirmed that public notice had been given.
3. Identify Ex Parte Communications: No ex parte communication was received by the Commissioners.
4. Staff Presentation: DCM Marlene Crosby began by explaining that this was an application they had been working on since January of 2021. The vacation request was complicated by a mining claim which overlaid the town plat; she noted that County Attorney Matt Hoyt had helped to work through this. DCM Crosby added that this was a very small vacation, with little impact to the community, and she recommended that the street vacation be approved contingent on approval of the lot cluster to come before the Board on Tuesday, November 23rd.
5. Applicant Comments: The Applicant, Daniel Broman, was not present for comments. Chairperson Houck noted that, though the applicant was not there, he had all of his documents available for the Board to access in the portfolio. CA Hoyt also noted that, if this approved, it could be a template for future applications where mining claims were involved.
6. Board Questions: The Board had no questions or comments.
7. Public Comments: Chairperson Houck opened the hearing to public comments at 9:08 am. No one was present in the room or remotely via Zoom.
8. Acknowledge Correspondence Received: DCM Crosby confirmed that no public comment or letters were received by her office.
9. Applicant Response: No comments were made to respond to, and the applicant was not present.
10. Close Public Hearing: Chairperson Houck closed the public hearing at 9:09 am.

The Board briefly discussed street vacation and resolution contingencies, with Community Development Administrative Services Manager, Beth Baker, letting the Board know that there were no issues with the lot cluster coming up on the following week.

Commissioner Smith then **moved** to approve Resolution 2021-26, a Resolution Vacating Certain Portions of Streets and Alley Lying within the Townsite of Irwin, County of Gunnison, State of Colorado. Commissioner Mason seconded, and the motion carried unanimously.

PUBLIC HEARING AND RESOLUTION; VACATING CERTAIN PORTIONS OF STREETS AND ALLEY LYING WITHIN THE TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO; JAMES & BARBARA THOMSON: Deputy County Manager Marlene Crosby was present in the room, and applicants James and Barbara Thomson were present via Zoom for discussion.

1. Open of Public Hearing: Chairperson Houck opened the public hearing at 9:11 am.
2. Public Notice Confirmation: DCM Marlene Crosby confirmed that public notice had been given. She further noted that, because this was a rather large street vacation, they had put public notice in both the Gunnison Country Times and the Crested Butte News. Also, adjacent surrounding properties had been notified, with the Thomsons paying for the certified mail charges.
3. Identify Ex Parte Communications: No ex parte communication was received by the Commissioners.
4. Staff Presentation: DCM Marlene Crosby began by explaining that this application involved a larger amount of property; the street vacation made sense because the Thomsons were going to cluster a number of small lots into one large parcel, and the vacation would not block any public access.
5. Applicant Comments: James Thomson noted that they had owned the parcels for some time and had not seen any pressing reason to cluster until now, as he and Barbara Thomson were going to leave this property in their will to the Rocky Mountain Biological Laboratory. He felt it made more sense to will a single property, so that was why the application was made.
6. Board Questions: The Board had no questions. Commissioner Smith thanked the Thomsons for their generosity in willing their property to the Rocky Mountain Biological Lab.
7. Public Comments: Chairperson Houck opened the hearing to public comments at 9:16 am. No one was present in the room or remotely via Zoom.
8. Acknowledge Correspondence Received: DCM Crosby let the Board know she had one call regarding this property, but that is was actually someone from across the street wanting to know if they could vacate the street next to their property as well.
9. Applicant Response: No comments were made which needed comment by the applicant.
10. Close Public Hearing: Chairperson Houck closed the public hearing at 9:17 am.

With no further comments or discussion by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2021-27, a Resolution Vacating Certain Portions of Streets and Alley Lying within the Townsite of Irwin, County of Gunnison, State of Colorado. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; JAMES AND BARBARA THOMSON; LUC-21-00051; LOTS 1-15, BLK 29, AND LOTS 7-14, BLK 28 TOWN OF IRWIN: Community Development Administrative Services Manager Beth Baker was present in the room for discussion, and applicants James and Barbara Thomson were present remotely via Zoom.

Administrative Services Manager Beth Baker explained to the Board that the Thomsons had applied for the lot cluster in conjunction with the street and alley vacation request. Lots 7-14 in Block 28 were clustered in 1996 so they were essentially one lot. The applicants were now wanting to cluster this with lots 1-15 of Block 29, using the streets and alley vacation just approved. She added that the County Attorney and Director of Community Development had reviewed this file and approved it for the Board's review; the taxes were current; and they had a statement from the owners which asserted there were no liens on the property.

With no questions from the Board, Commissioner Mason then **moved** to approve the lot cluster agreement and declaration of James and Barbara Thomson, LUC-21-00051, Lots 1-15, Blk 29, and Lots 7-14, Blk 28 in the Town of Irwin. Commissioner Smith seconded and the motion carried unanimously.

REINSTATEMENT OF INTEREST CHARGES FOR WATER, SEWER AND LANDFILL ACCOUNTS: Deputy County Manager Marlene Crosby and Finance Senior Accountant Agnes Kroneraff were present for discussion.

Chairperson Houck introduced for those present that, at the beginning of the pandemic, the County Commissioners had approved suspending the collection of interest on accounts in order to give some payment flexibility to users. At some later point, this was intended to be looked at again and collection reinstated when the economic status seemed to be back to a more stable situation.

Sr. Accountant Agnes Kroneraff then affirmed the history of the waiving of fees in 2019 and noted that, based on the economic situation of the present time, felt this was probably the right time for reinstatement of charges.

Commissioner Smith noted the uneven recovery from the pandemic, and wondered if the County had been seeing a drop off in late payments and delinquent fees. DCM Crosby noted that that they did have these records prepared for comparison of years before 2019, but she noted that they did not want to encourage late payments; this measure to reinstate charges had actually been intended for reconsideration much earlier, and not to last for 18 months, as it had to this point.

After some discussion regarding timing for the reinstatements, Chairperson Houck then **moved** to reinstate interest charges for water and sewer utilities effective for the Fourth Quarter of 2021, and to reinstate interest charges for the landfill effective for the beginning of December 2021. This reversed the decision to aid during the pandemic response within Gunnison County. Commissioner Mason seconded and the motion carried unanimously.

CHANGE TO AGENDA: As they were several minutes ahead of time, Chairperson Houck elected to go to Commissioner Items until time for the next scheduled item at 9:40 am.

COMMISSIONER ITEMS:

Commissioner Mason

1. Mobile Home Park legislative updates. Commissioner Mason let the Board know he had participated in several discussions last week – including a Counties & Commissioners Acting Together (CCAT) call – related to future legislative efforts regarding mobile home parks. The topics included: a) having the Affordable Housing Transformational Taskforce put mobile home parks on as their recommendation; b) procuring possible grants or a loan program for mobile home residents' use in purchasing their properties; c) engaging larger non-profits; d) how to make it unattractive for private equity firms to want to purchase these mobile home parks – through possibly zoning or land use changes, resolutions changes, etc.; e) potential rent increase protections; f) the water, sewer and other infrastructure issues that many mobile home parks face; and g) mobile home parks' lack of compliance to State statutes, which is hard to enforce. Commissioner Smith added that they had both been in on the CCAT call and she noted that Representative Boesenecker seemed to have the most extensive and comprehensive ideas for legislature, and that he was planning to drop a draft right away.
2. Attended a collective bargaining meeting. Commissioner Mason explained that this meeting looked at organized labor at the state level, i.e. local state government employees having the right to unionize, noting that it would have a statewide impact. Higher education state schools were looking at this and asking how they could afford to do this if they are unable to raise tuition costs? Also, how do health care packages figure into this unionization, and who would determine what health care package is used? Commissioner Mason added that these were issues coming to our County.
3. Attended two affordable housing meetings. Commissioner Mason stated that the meetings were sponsored by Colorado Counties Inc (CCI) and Counties & Commissioners Acting Together (CCAT). Topics covered by both included: a) utilizing American Rescue Plan funding with a revolving loan fund – qualifiers for this loan would be green building, high energy efficiency, and electrification of buildings; b) using gap financing with Low-Income Housing Tax Credit (LIHTC) projects; c) non-profit and local government grants – flexible grants which could be given to non-profits for rural areas, and d) eviction defense funds – monies set aside to help residents facing evictions be able to have legal advice.

QUARTERLY FISCAL TRANSPARENCY REPORT; AS OF 9/30/2021: Finance Senior Accountant Agnes Kroneraff was present in the room for discussion; also present remotely via Zoom were Chief Finance Officer Juan Guerra and Finance Senior Accountant Kelly Weak.

CFO Juan Guerra began by noting that the Finance Department staff also present that day were part of a plan for strengthening one of the department's weaknesses – the need for cross-training. He added that the quarterly report was to insure the Commissioners had reliable, timely, fiscal data, and highlighted that this quarter's report had been adjusted to contain more information. He asked the Board to comment on this at the end of the report.

Sr. Accountant Agnes Kroneraff then went over the report with the Board. At the end of the report, the Commissioners stated that they did not feel the report was too much, but that the various graphs aided them in seeing the overall county picture, as well as comparing with state averages. Chairperson Houck concluded by mentioning that he appreciated this was a public document, as well.

GUNNISON COUNTY EMERGENCY OPERATIONS PLAN UPDATE: Present for discussion were Emergency Manager Scott Morrill, and Deputy Emergency Manager Lisa Clay.

Emergency Manager Scott Morrill introduced this as a state-required update to the County Emergency Operations Plan. He let the Board know that these adjustments were made with guidelines from the Comprehensive Preparedness Plan-101, prepared by FEMA. EM Morrill noted that they also hoped to do a "deeper dive" into an updated plan in the next year. Chairperson Houck stated that he appreciated the department's nimbleness and preparedness for emergency response.

EM Morrill and Deputy EM Clay briefly reviewed the report with the Board, noting areas that were earmarked to be worked on next. When asked by Chairperson Houck if there was a formal action needed from the Board, EM Morrill requested a formal resolution adoption, which Emergency Management could then send out to other agencies. The Board approved adopting this plan, and Chairperson Houck asked that they have the resolution ready for the consent agenda at the next regular meeting on December 7th.

GREAT OUTDOORS COLORADO (GOCO) PLANNING GRANT REQUEST; CRESTED BUTTE-TO-CRESTED BUTTE-SOUTH MULTI-MODAL TRAIL PROJECT: Present for discussion were Community and Economic Development Director Cathie Pagano, and National Forest Foundation - Southwest Colorado Program Manager Joe Lavorini.

CED Director Cathie Pagano introduced the grant request by explaining to the Board that, since almost its inception, the Sustainable Tourism and Outdoor Recreation (STOR) Committee had desired to plan and implement this trail project. This was an opportunity for a planning grant only, and would assist in identifying the best routes. Their plans were to place the trail in a CDOT right-of-way, and not across private or agricultural lands. She added that DCM Marlene Crosby had included the multi-modal path in the Capital Improvements Plan for 2022. They were asking for $75,000 with an equal match. This match was planned to come from the County only, originally; however, CB South, the Town of Crested Butte, and Gunnison County Metropolitan Recreation District had recently also committed funds to the match.

When asked for clarification by the Board about the application before them, CED Pagano explained that this was an initial concept paper that GOCO had asked for; if GOCO approves, they will then be asked within the month's end to submit a full application that would be due by the end of the year. She also noted that showing funding support from several matching agencies should go a long way in the application to GOCO. After some further discussion with the Board regarding the multi-modal aspects and where the trail will incorporate new areas like the Whetstone Project, the Board then thanked CED Director Pagano and NFF Program Manager Joe Lavorini for their diligence with this project.

Chairperson Houck asked if they needed any formal action by the Board, and CED Director Pagano replied that it would not be needed at this point, but if GOCO approved this project, they would come back with a formal resolution later, probably in December 2021. She also requested that the Board consider including this project in their strategic plan for 2022, noting that it was a large project that will require significant funds and staff time to implement. CED Director Pagano then closed by recognizing DCM Marlene for her significant contributions to the project beginnings and her conversations to CDOT over several years, noting that she is still a significant part of the conversation and the work.

GUNNISON ARTS CENTER FUNDING REQUEST: Present in the room for discussion were Hap Channell, Co-chair of the Gunnison Council for the Arts, and Gunnison Arts Center Executive Director Carlie Kenton.

Chairperson Houck introduced this request by noting that a request for $50,000 had come before the Board some time earlier, and $25,000 had been approved initially for help funding the preservation of the historic Gunnison Arts Center building. At this point, the Board was ready to revisit the second half of the funding. Co-chair Hap Channell then explained to the Board that the Center now had a challenge grant from the Gates Foundation, wherein they must match the funding by January 1st, 2022 in order to receive the grant. He highlighted that they had now raised all but $40,000 of the match, and would consider the $25,000 from the County a huge part, making them Community Partners with the Center. Other agencies identified as Community Partners were: the City of Gunnison, Gunnison County Metropolitan Recreation District, Western Colorado University, Gunnison Home Association, and Gunnison Bank.

After several minutes of discussion with the Board regarding the initial funding, change in plans because of COVID, restoration progress, and new goals in maintaining a debt-free project, Chairperson Houck **moved** to approve the allocation of $25,000 from the Board's discretionary fund to the Gunnison Arts Center for the project they are moving towards, and to direct staff to take on any of the contractual obligations necessary to execute that expenditure of funds. Commissioner Smith seconded, and the motion passed unanimously.

UNSCHEDULED CITIZENS: There were no citizens present to make comments during this time.

COMMISSIONER ITEMS (cont'd):

Commissioner Smith

1. Attended a lunch for Rural Philanthropy Days. Commissioner Smith explained they were trying to find a location for Gunnison's type of region, which overlaps with Region 10. Concerns over the road construction on Highway 50 and COVID had made the location a challenge. She went on to explain that Rural Philanthropy Days is an event for local non-profits to be able to have face-to-face time with investors, especially those on the Front Range – and that this had really helped redistribute the kind of investment that happens in the local non-profits within the rural Western Slope of Colorado. Commissioner Smith concluded by saying she would be happy to attend this event for the County.
2. Continuing communication with the Early Childhood Council and their implementation of the Workforce Innovation grant they received. Commissioner Smith highlighted that this grant would give a one-time stipend to many of the teachers within the Gunnison Valley. Along with this was a survey that went out to all the Early Childhood Education workforce. Heartening data from the survey indicated that there were not as many people in the profession considering leaving the Gunnison Valley, as compared to statewide projections. She added that there was a consultation report from Summit County which might be beneficial for Gunnison County to look into for the County's strategic planning.
3. Southwest Colorado Opioid Regional Council (SWCORC) had their first official meeting last week. Commissioner Smith reported that they went through all the initial, necessary decisions at their inaugural meeting – they approved the bylaws, and were in the process of putting in place their non-voting members, as well as identifying a tie-breaker member. Meetings were scheduled for the first Thursday of every month, and Commissioner Smith let the Board know that she would be Chairperson for this committee, with Carol Friedrich of Ouray County as Vice-Chair, and Sue Hansen of Montrose County as Secretary/Treasurer.

Commissioner Houck

1. Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forest Plan revisions. Commissioner Houck reported that he was continuing to prepare the draft comments and would hopefully have it ready by the end of the week.
2. Attended the Gunnison Basin Roundtable meeting via remote last night. Commissioner Houck informed the Board of a new appointment – Steve Anderson was elected as the new Chair; Kathleen Curry had been serving as the Chair previously. The group also discussed ways to fund future projects for positive impact on the County's current and future water and infrastructure needs.

3. On calls with Colorado Counties Inc (CCI) and Summit County Commissioner Elisabeth Lawrence. Commissioner Houck let the Board know that these calls were on the topics of local marketing district and county lodging tax "fixes", and would be discussed in more detail at the next CCI meeting. He also reminded the Board that they had a CCI conference to attend at the end of the month – Nov 29 through Dec 1.

RECESS: Chairperson Houck recessed the regular meeting at 10:42 am, in order to go into an executive session.

EXECUTIVE SESSION PURSUANT TO C.R.S. §24-6-402(4)(B), CONFERENCE WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT (LMD): Chairperson Houck **moved** to go into Executive Session, pursuant to C.R.S. §24-6-402 (4) (b), conference with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Gunnison River Valley Local Marketing District (LMD). The participants in the Executive Session would include the full Board of County Commissioners, County Manager Matthew Birnie, and County Attorney Matthew Hoyt. Because this was an attorney-client privilege, there would be no contemporaneous record kept of the meeting. Commissioner Smith seconded the motion, and the motion carried unanimously.

The Board went into executive session at 10:43 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (b).*

Attorney Statement Regarding Executive Session

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 11:22 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic in the discussion. Commissioner Smith seconded the motion, and the motion carried unanimously.

Chairperson Houck then let those present know that no direction or guidance was needed at this point.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Smith, to adjourn the Gunnison County Board of Commissioners Regular Meeting. Motion carried unanimously. The meeting was adjourned at 11:23 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-26

A RESOLUTION VACATING A CERTAIN PORTIONS OF STREETS AND ALLEY LYING WITHIN THE TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO

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

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

WHEREAS, the Board has received a request from Daniel Broman to vacate certain portions of a street and alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

Those portions of 12th Street adjacent to Lot 2 and Lot 6, Block 6 and that portion of the alley adjacent to Lot 2, Block 6, Townsite of Irwin, County of Gunnison County, State of Colorado; and

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

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

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

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

Those portions of 12th Street adjacent to Lot 2 and Lot 6, Block 6 and that portion of the alley adjacent to Lot 2, Block 6, Townsite of Irwin, County of Gunnison County, State of Colorado; and

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

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

1. This Resolution.
2. Lot Cluster Agreement

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted on this 16th day of November 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-27

A RESOLUTION VACATING CERTAIN PORTIONS OF STREETS AND ALLEY WITHIN THE TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO

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

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

WHEREAS, the Board has received a request from Barbara and James Thomson to vacate certain portions streets and an alley within the Townsite of lrwin, County of Gunnison, State of Colorado described as follows:

> That portion of the alley adjacent to Lots 1-15, Block 29; AND that portion of 11th Street adjacent to Lots 1-9, Block 29; AND that portion of 10th Street adjacent to Lots 10-15, Block 29, Townsite of Irwin, County of Gunnison County, State of Colorado; and

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

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

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

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

> That portion of the alley adjacent to Lots 1-15, Block 29; AND that portion of 11th Street adjacent to Lots 1-9, Block 29; AND that portion of 10th Street adjacent to Lots 10-15, Block 29, Townsite of Irwin, County of Gunnison County, State of Colorado; and

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

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

1. This Resolution
2. Lot Cluster Agreement

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted on this 16th day of November 2021.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support to Recycling Resources Economic

Action Requested: Other Signature on Letter of Support

Parties to the Agreement:

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

Summary:

Sustainable CB is applying for an RREO grant for a facility to house their Recycle Train program collections.

Fiscal Impact: None

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

Gunnison County Colorado

Gunnison County Board of County Commissioners
Phone: (970) 641–0248 • Fax: (970) 641–3061
Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

February 15, 2022

RREO Grant Review Team
Colorado Department of Public Health and the Environment
4300 Cherry Creek S Drive
Glendale, CO

Dear RREO Grant Review Team:

The Gunnison County Board of County Commissioners is pleased to offer this letter of support on behalf of Sustainable Crested Butte, Inc. in support of its proposal for a RREO grant to fund the *Recycle Train* to reduce waste and create jobs in the Gunnison Valley.

This grant application and the ongoing efforts by Sustainable Crested Butte to divert waste, in particular hard-to-recycle materials, from the Gunnison County Landfill are an important part of waste diversion in our rural location. Gunnison County opened our first recycling facility in 1991. In 2016, the move to our new location and new center was facilitated by an RREO grant that paid for the storage facility and a new baler. It is a processing center which accepts glass, paper, newspapers/magazines, cardboard, steel, aluminium and #1 & #2 plastics (tons recycled = 1,107).

Our rural location means we have limited access to recycling infrastructure, and it has been difficult to recycle materials that do not need to be landfilled. Over the last year, Sustainable CB has made significant strides to improve access to recycling for Gunnison County residents, particularly in the north end of the Valley.

Like you, we believe that all Coloradans should have access to the opportunity to recycle. The facility that Sustainable CB proposes in their grant application would improve recycling access to a broader audience, and accept items that are not being accepted elsewhere in the County. We are especially supportive of this proposal because of the educational components outlined in their plan.

Sustainable CB has pulled together a diverse group of partners on this proposal, including the three main municipalities in Gunnison County, as well as several big institutions, including Western Colorado University and Vail Resorts. We are confident that they are the team to lead this effort.

We look forward to working with Sustainable Crested Butte to build a waste-free future in the Gunnison Valley.

Sincerely,
Gunnison County Board of Commissioners

Jonathan Houck, Commissioner Liz Smith, Commissioner Roland Mason, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement to Provide County Finan

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: $6,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 1/27/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 1/28/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/4/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO THE GUNNISON CONSERVATION DISTRICT

THIS MEMORANDUM OF AGREEMENT ("Agreement") made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County" or "County") and Gunnison Conservation District, whose address is 216 N. Colorado Street, Gunnison, CO 81230 ("District").

RECITALS

WHEREAS, Gunnison Conservation District has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Gunnison Conservation District in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the District pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public's interest to provide financial assistance to Gunnison Conservation District;

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. STRATEGIC RESULT.

District agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how District has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Protect the Environment strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay District fees not to exceed Six Thousand and No/100 U. S. Dollars ($6,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation as determined by the County in its sole discretion.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

District agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, District shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, District will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, District shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by District during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of District's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

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

For all coverages required under this Agreement, District's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the District. District shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. District agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the District to the County under this Agreement. The District shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

5. INDEPENDENT CONTRACTOR.

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

District acknowledges and agrees that District is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, District is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

District irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of District or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to District or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and District expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, District will provide the County reasonably prompt notice of the relevant claim. District will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by District but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to District or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

7. DISCRIMINATION.

The District agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. District shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment

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

8. IMMIGRATION COMPLIANCE CERTIFICATION.

a. District certifies that District does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. District certifies that District has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. District certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. District agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

e. District agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The District represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the District, or be subjected to any discrimination by the District upon which assurance Gunnison County relies.

10. MISCELLANEOUS.

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

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to

be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. LEGAL AUTHORITY. District represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of District represents and warrants that he has been fully authorized by District to execute the Agreement on behalf of District and to validly and legally bind District to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either District or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the District's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

District shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion.

Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, District shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the District waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars ($6,000).

13. OWNERSHIP OF PROPERTY.

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

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

15. NO THIRD-PARTY BENEFICIARY.

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

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. District has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and District shall not employ any person having such known interests. The District shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The District represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the District by placing the District's own interests, or the interests of any party with whom the District has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the District written notice describing the conflict.

17. FORCE MAJEURE.

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

18. NOTICES.

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

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

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

District: Hannah Schaefer Tibbett
216 N. Colorado Street
Gunnison, Colorado 81230

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

19. GOVERNING LAW.

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

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and District and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on District's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

22. RECORDS.

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

23. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____
Gunnison Conservation District

COMMUNITY BASED ORGANIZATION
2022 CHARGES FOR SERVICE APPLICATION

Organization Name:	Gunnison Conservation District				
Address 1:	216 North Colorado Street				
Address 2:					
City:	Gunnison	**State:**	Colorado	**Zip Code:**	81230
Telephone Number:	970-707-3047	**Fax Number:**			
Email Address:	GunnisonCD2006@gmail.com				
Contact Person(s):	Hannah Schaefer Tibbett/Aleshia Rummel				

1. What is the amount of County funds requested? Please keep your request below $12,000.

$6,000.00

2. Provide specific information regarding what the County funds will be used for.

For more than half a century the Gunnison Conservation District has worked to conserve the soil, water, wildlife, and agricultural productivity of the Gunnison Valley. County funds in 2022 will be used to continue this work and to respond to new challenges such as noxious weed invasion, declining Gunnison sage-grouse numbers, increased population density, and water security. Funds from Gunnison County are an essential part of the District's revenue mix. Without this support, the District would not be able to provide the technical assistance, low-cost seed and herbicide sales, and project leadership that made the District a crucial participant in conservation efforts throughout the Gunnison Basin. The District's employees and Board of Supervisors wish to expand upon these roles in 2022 to meet the heightened needs for conservation in the Gunnison Valley. Continued financial support from Gunnison County will enable the District to follow through with this vision.

County funds will be used to continue seed and herbicide sales that enable landowners, agencies, and businesses to acquire site-specific materials at wholesale prices. The District uses the expertise of its National Resource Conservation Service (NRCS) partners and its knowledgeable staff to provide seed mixes tailored to individual properties. These seed mixes are sold with the lowest possible mark-up to make them available to the widest range of landowners. Gunnison County funds will continue to make up the difference between the purchase price and the cost of administering these sales. Likewise, the District sells herbicide in the quantities and concentrations that ranchers and small and large landowners need to keep their lands productive and unencumbered by state-listed noxious weeds. Additionally, the District also provided free herbicide for treating cheatgrass on private agricultural lands given the threats cheatgrass poses to the Gunnison Basin's agricultural productivity, wildlife habitat, and tourism economy. In 2021 the District expanded its retail operation to sell native tree seedlings on behalf of the Colorado State Forest Service Nursery, filling a role that the Gunnison office of the Colorado State Forest left vacant. The importance of these seed, seedling, and herbicide supplies, which would not be locally available otherwise, is made greater by the ecological stressors of climate change, increased aridity, a growing population, changing land uses, federally listed species considerations, and noxious weeds.

During 2021, the District and land managers in Gunnison County worked against the growing threat of noxious weeds, especially cheatgrass. Funds from Gunnison County helped allow the District to continue to take a leading role in coordinating actions to combat cheatgrass and to carry on educational programs that were highly successful in 2020-2021. The District would like to continue collaborate with the Gunnison Basin Sagebrush Ecosystem Alliance to host a cheatgrass pull day in May and native seed collection workdays in autumn, and the cheatgrass herbicide program to provide chemical to landowners at no cost. Rummel has engaged with the Gunnison Basin Sage-grouse Strategic Committee and the Gunnison Watershed Weed Commission on these programs, and they have worked closely with Gunnison County's Weed Management Program. The District has been successful in garnering grant funds for cheatgrass projects from at least 5 different agencies since 2018. Nonetheless, the District's involvement in the fight against cheatgrass would be curtailed if not for the continuing financial support provided by Gunnison County. The Gunnison Basin Sage Grouse Strategic Committee has recently discussed the necessity of and their support for grant applications and projects to prevent the spread of cheatgrass and treat existing cheatgrass infestations. In 2022, the funds from Gunnison County would support the District Manager and District Conservation Technician to find and apply for additional funds to treat cheatgrass in the Gunnison Basin on a larger scale.

Despite the COVID-19 pandemic, the District succeeded in the last year with its role in educating Gunnison County students and community members about land and soil conservation. The Gunnison Conservation District was able to host the bioengineering workshop with 10 Western Colorado University students and Colorado Parks and Wildlife at the Tomichi Creek State Wildlife area. In May the GCD hosted the 4th grade Water Festival in person. During the Water Festival the district hosted 95 4th graders and touched on topics from riparian wildlife, ethical camping, and macro-invertebrates. Rummel and Schaefer Tibbett also hosted 85 middle school students at the Mill Creek Youth Summit in partnership with agencies like the National Park Service, Colorado State Forest Service, and National Forest Service. During the Summit topics that were touched on ranged from wildlife telemetry to forestry. Schaefer Tibbett worked with Coldharbour Institute and hosted environmental education camps with elementary and middle school students on natural resources curriculum. County funds in 2022 will provide the financial support needed to compensate District staff for the time required to plan and execute future educational programming. The District would like to expand educational services to Crested Butte Community School if enough funding is secured to pay for the staff time required to implement these programs.

County funds will also support the District as it continues to provide habitat assessments and conservation plans to Gunnison County and landowners in critical sage-grouse habitat. Contracted services with Gunnison County and a grant from the National Fish and Wildlife Foundation will cover many of the expenses of this work, but Gunnison County funds have and will continue to pay for the administration of these and other grants, related to sage-grouse conservation, and agricultural land improvements.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

With the funds requested, the District will provide programs that complement existing county services in the areas of noxious weeds management, sage-grouse conservation, and natural resources education.

The Gunnison County Weeds Management Program carries out effective herbicide treatments along county rights-of-way, in contracting municipalities and in coordination with public lands agencies. The District bolsters these efforts by providing educational and alternative management programs that address weeds management in ways that herbicides alone cannot. With county support, the District intends to carry out the second Cheat Pull Day in May, participate in an inter-agency weeds treatment day in the fall, assist with seed collection workshops, coordinate Western Colorado University graduate and undergraduate projects related to cheatgrass, and to pursue grants using Gunnison County support as matching funds. The results of these efforts will be measured in 1) the number of people reached through education, 2) the number of acres treated through District-coordinated weeds programs, and 3) the amount of outside grant funding brought into Gunnison County through successful grant applications.

The District will continue to bring additional acreage under improved management for Gunnison sage-grouse conservation with the help of Gunnison County funds. This supports the County's efforts to promote and engage in Gunnison sage-grouse conservation programs, including the County's leadership on the Gunnison Basin Sage-grouse Strategic Committee and the funding provided for sage-grouse reviews on building permits and other land use applications. In the last couple of years, the District has assisted NRCS with bringing on average about 7,500 acres under improved management each year and anticipates similar gains in sustainable habitat management plans in 2022. This acreage, along with the number of people reached through educational programs related to sage-grouse and their habitats, will be the metrics to judge success.

Finally, The District will help the County provide natural resources education programs for students of all ages. The Gunnison Conservation District will use the County's support to provide wages for the District Manager to continue to provide and improve the annual bioengineering workshop, 7th Grade Mill Creek Youth Summit, 4th Grade Water Festival, and environmental educational camps, and to expand our services to include additional programs which may include a Tenderfoot Soil Health Day, a coloring contest and/or poster contest, and potential expansion of the service area to include the Crested Butte Community School (as most current programs are focused in the Gunnison Elementary and Middle Schools). These activities can be measured as the number of students and/or adults engaged in the various educational programs.

4. Please attach the following two documents to this application:

a) Names and addresses of all Board members including designation of officers

b) Budget detail for 2021 and 2022 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

c) 2021 Funding Report

Completed Application should be submitted to:

Electronic Submittal:	**Mailed Submittal:**
Adobe PDF Format	Gunnison County Finance
Kelly Weak, Accountant	Attn: Kelly Weak
kweak@gunnisoncounty.org	200 E. Virginia Ave.
	Gunnison, CO 81230

Submittal Deadline:

September 24th, 2021

GENERAL FUND BUDGET

Gunnison CONSERVATION DISTRICT

JANUARY 1 - DECEMBER 31, 2021

DESCRIPTION	ACTUAL YEAR 2020	ESTIMATED 2021	BUDGET YEAR 2022
Beginning Balance January 1	**$51,474.68**	**$47,793.78**	**$52,000.00**
REVENUE			
Admin/District Income:			
Advertisements sold	$ -	$0.00	$75.00
Annual meeting income	$ 528.82	$0.00	$400.00
Equipment rental income	$ -	$15.00	$20.00
Interest income	$ -	$28.25	$100.00
Professional fees income	$ 7,199.10	$5,347.91	$9,000.00
Products:			
Hat income	$ 13.77	$0.00	$0.00
Herbicide income	$ 8,607.05	$6,291.52	$5,000.00
PAM income	$ 410.29	$2,742.25	$3,000.00
Seed income	$ 7,081.49	$18,115.55	$17,500.00
Shipping income	$ 82.53	$1,095.57	$500.00
Seedling sales	$ 2,942.39	$3,708.00	$4,500.00
Grants			
State (Specify Agency & Grants Name(s) below)			
Direct Assistance	$ 6,577.45	$6,770.78	$6,350.00
Matching Grants (CSCB)	$ -	$0.00	$0.00
Conservation District Technician (DCT)	$ 32,047.09	$28,096.18	$45,500.00
CDA Noxious Weed Fund	$ -	$0.00	$0.00
HPP Herbicide cost share	$ 5,919.76	$0.00	$0.00
CARES Act Funding	$ 2,147.71	$971.13	$0.00
Drought Stimulus Funding - Senate Bill 21-234		$15,000.00	$0.00
Other:			
Federal (Specify Agency & Grant Name)			
CIG:			
Other:			
County			
Gunnison	$ 3,625.00	$2,500.00	$6,000.00
Hinsdale	$ -	$0.00	$1,000.00
Saguache	$ -	$0.00	$1,000.00
Other Income (Specify below)			
2018 Virtual fencing project	$ -	$0.00	$0.00
2019-2021 NFWF + 2022 - 2024 NFWF	$ 9,916.00	$16,502.60	$30,030.27
City of Gunnison	$ 1,120.00	$2,000.00	$2,500.00
Reimbursements		$3,155.44	
	$ 88,218.45	$ 112,340.18	$ 132,475.27
TOTAL AVAILABLE FUNDS	$ 139,693.13	$160,133.96	$184,475.27
EXPENDITURES ON NEXT PAGE			

DESCRIPTION	ACTUAL YEAR 2020	ESTIMATED 2021	BUDGET YEAR 2022
EXPENDITURES			
COGS Grants			
2019 CSCB Matching Grant	$ -	$0.00	$0.00
2018 Virtual Fencing Grant/COGS	$ -	$0.00	$0.00
2019 NFWF CPP 51k	$ -	$0.00	$0.00
2019 CDA Noxious Weeds Fund	$ -	$0.00	$0.00
2019 HPP	$ -	$0.00	$0.00
COGS Products			
COGS Hats	$ -	$0.00	$0.00
COGS Herbicide	$ 6,291.14	$3,842.07	$3,500.00
COGS PAM	$ 451.29	$3,250.00	$500.00
COGS Seed	$ 6,874.85	$13,087.65	$11,000.00
COGS Shipping	$ -	$0.00	$0.00
COGS Seedlings	$ 2,821.66	$2,289.79	$2,300.00
Operating Expenses			
Advertising and marketing		$0.00	$150.00
Annual meeting expense	$ 727.05	$0.00	$450.00
Contributions/Grants		$0.00	$0.00
Dues and subscriptions	$ 2,640.74	$1,362.26	$1,700.00
Elections	$ 70.85	$0.00	$0.00
Information/Education		$30.00	$50.00
Insurance W/C and Liability	$ 1,562.00	$0.00	$1,200.00
Bank/Merchant fees	$ 772.43	$10.11	$600.00
Office supplies	$ 17.11	$0.00	$150.00
Payroll taxes	$ 4,552.77	$4,766.28	$4,000.00
Postage and delivery	$ -	$0.00	$25.00
Professional fees expenditures	$ -	$0.00	$0.00
Salary-DCT	$ 40,194.77	$34,971.76	$45,000.00
Salary-DM	$18,252.00	$14,920.00	$25,000.00
Sales tax license fee	$ -	$0.00	$0.00
Travel and meetings	$ -	$0.00	$200.00
Watershed Reimbursement acct	$ -	$0.00	$0.00
Other Miscellaneous Expenses (tax and KA bills)	$ -	$4,532.71	
TOTAL EXPENDITURES	$ 85,228.66	$83,032.63	$95,825.00
Annual Net (Revenue - Total Expenditures)	$ 2,989.79	$29,307.55	$36,650.27
Ending Balance December 31 (Beginning Bal. + Annual Net)	$ 54,464.47	$77,101.33	$88,650.27
Emergency Reserves - Do NOT Spend (3% of Annual Expenditures)	$ 2,556.86	$2,313.04	$2,659.51
Unrestricted Reserves (Ending Balance - Emergency Res.)	$ 51,907.61	$74,788.29	$85,990.76

CSCB Supervisor's List

Year: 2021

District Information

District: Gunnison Phone: (970) 707-3047 Fax:
Email: GunnisonCD2006@gmail.com Website: https://www.gunnisonconservationdistrict.info/
Mailing Address: 216 North Colorado Street, Gunnison, CO 81230
Physical Address: 216 North Colorado Street, Gunnison, CO 81230
Social Media Sites: https://www.gunnisonconservationdistrict.info/
Monthly Meeting Dates/Times: 3RD Tuesday at 6 PM
*Board Supervisor Name: Janet Coury
*Board Supervisor Email: Buckhornapps@aol.com

Member Information

Does Your District Have Term Limits ☐ Yes ☑ No

District Manager: Hannah Schaefer Tibbett Phone: (970) 707-3047 Fax:
Email: GunnisonCD2006@gmail.com
Mailing Address: 216 North Colorado Street, Gunnison, CO 81230
Physical Address: 216 North Colorado Street, Gunnison, CO 81230

President: Janet Coury Phone: (970) 641-4114 Fax:
Email: Buckhornapps@aol.com
Mailing Address: PO Box 791, Gunnison, CO 81230
Physical Address: 60555 US Highway 50, Gunnison, CO 81230

Month/Year Appointed	05/2003	Month/Year Elected	05/2006	Term Expires	2022	# Terms Consecutively Elected	4

Vice President: Bill Ketterhagen Phone: (970) 306-9020 Fax:
Email: BKetterhagen@hotmail.com
Mailing Address: 954 County Road 13, Gunnison, CO 81230
Physical Address: 954 County Road 13, Gunnison, CO 81230

Month/Year Appointed	03/2015	Month/Year Elected	05/2018	Term Expires	2022	# Terms Consecutively Elected	2

CSCB Supervisor's List

Member Information (Continued)

Secretary/Treasurer: Rufus Wilderson Phone: (970) 765-6964 Fax:
Email: Rwilderson@wildersonlaw.com
Mailing Address: 24441 Highway 149, Gunnison, CO 81230
Physical Address: 24441 Highway 149, Gunnison, CO 81230

Month/Year Appointed	05/2012	Month/Year Elected	05/2012	Term Expires	2023	# Terms Consecutively Elected	3

Member (4): Brooke Vasquez Phone: (970) 376-2150 Fax:
Email: brooke.vasquez@state.co.us
Mailing Address: 3452 County Road 730, Gunnison, CO 81230
Physical Address: 3452 County Road 730, Gunnison, CO 81230

Month/Year Appointed	08/2018	Month/Year Elected		Term Expires	2022	# Terms Consecutively Elected	1

Member (5): Dan Zadra Phone: (970) 901-5227 Fax:
Email: dan.zadra@state.co.us
Mailing Address: 151 Ute Lane, Gunnison, CO 81230
Physical Address: 151 Ute Lane, Gunnison, CO 81230

Month/Year Appointed	07/2014	Month/Year Elected	05/2016	Term Expires	2023	# Terms Consecutively Elected	2

Member (6): John Rozman Phone: (970) 349-5533 Fax:
Email: rozmanranch@crestedbutte.net
Mailing Address: 24063 N. Highway 135, Crested Butte, 81224
Physical Address: 24063 N. Highway 135, Crested Butte, 81224

Month/Year Appointed	05/1981	Month/Year Elected	05/1984	Term Expires	2023	# Terms Consecutively Elected	11

APPENDIX B

Funding Recipient Project Report
Calendar Year 2021

Name of Funding Recipient: Gunnison Conservation District

Dollar Value of County Funds Awarded: $5,000

Funding Recipient's Total 2021 Annual Budget: $112,340.18 (total revenue), $83,032.63 (expenditures)

Other Funding Sources (please list source names and amounts received):

Colorado State Conservation Board District Conservation Technician Grant - $45,601.00
Drought Stimulus, Senate Bill 21-234 - $15,000.00
Direct Assistance - $6,770.78
National Fish and Wildlife Foundation - $17,000 for 2021
City of Gunnison Public Service Grant - $2,000.00
CARES Act Funding - $971.13
Seed, Seedling, Herbicide, and Shipping Retail Sales Profit – $9,902.38
In – Kind Match for Supplies for Water Trailer - $200.00

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: __96%__

How the County Funds Were Spent: Gunnison County funds were spent on operating expenses and salaries. County funds paid for approximately 25 percent of the District Manager's wages, which total about $20,000.00 per year. These wages enabled the District Manager to pursue the other funding sources listed above, and the District Manager also leveraged the $5,000.00 from the County to show matches for other grant funding sources. These other grant funding sources in 2021 totaled $87,342.01, all of which were used to conserve the soil health and water quality of Gunnison County and adjoining portions of Hinsdale and Saguache counties.

Number of Clients Assisted during the Funding Year:

- Clients provided with seed, seedling, herbicide sales and services: 135
- Clients provided with education services: 190 students, 75 adults
- Properties brought under improved management for Sage-Grouse Conservation: 8 properties totaling approximately 7,479 acres. The District employees have also assisted landowners with 10 additional plans totaling 10,223 acres which are already enrolled in conservation programs, to be sure habitat improvement projects are implemented appropriately.

Customer Results Achieved via the County Funds:

- Herbicide provided to clients to treat approximately 450 acres.
- Cheatgrass herbicide (Panoramic 2SL) provided to clients to treat approximately 500 acres.
- Native grass and wildflower seed provided to clients to restore vegetation and suppress weeds on approximately 750 acres.
- 8 properties brought under improved management for sage-grouse conservation totaling approximately 7,479 acres.
- Hosted 4 educational events community wide (with university, high school, middle school, and elementary students as well as with non-school aged community members). Examples of these events included The Mill Creek Youth Summit, Bio-Engineering Workshop, Environmental Education Camps on Natural Resources, and the Water Festival

How Your Customer Results Were Measured:

Customer results were measured with sales records as well as on-the-ground implementation. Acres treated with herbicide provided to clients is estimated based on the volume of chemical sold and the recommended application rates of ounces per acre. Acres seeded with seed mixes provided to clients are estimated based on a typical price to seed one acre ($90) and total seed sale revenue ($5,027.90). Acres brought under improved management for sage-grouse conservation are totaled through annual reports provided by Gunnison Conservation District Wildlife Biologist, Aleshia Rummel.
Educational events are counted by the number of attendees per education event.

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

APPENDIX B

Funding Recipient Project Report
Calendar Year 2022

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2022 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

_____

_____

_____

_____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

_____

_____

_____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

_____

_____

_____

_____

_____

How Your Customer Results Were Measured: _____

_____

_____

_____

_____

Submit this report to **one** of the following by January 31, 2023. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Dr. Anna Meeuwsen; For Famil

Action Requested: County Manager Signature

Parties to the Agreement: Dr Meeuwsen

Term Begins: 1/1/22 **Term Ends:** **Grant Contract #:**

Summary:

dr meeuwsens contract as family planning oversight medical director

Fiscal Impact: 1200

Submitted by: ariel tidwell **Submitter's Email Address:** atidwell@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 1/4/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 2/3/2022 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/4/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January 2022 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Dr Anna Meeuwsen, whose address is Apache Dr. Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Health and Human Services in Gunnison County. Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31st 2022, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Health and Human Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed twelve hundred

dollars and No/100 U. S. Dollars ($1200 or $100/month). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to paragraph 14 of this Agreement.)

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

6. INDEPENDENT CONTRACTOR.

IN CARRYING OUT ITS OBLIGATIONS AND ACTIVITIES UNDER THIS AGREEMENT, CONTRACTOR IS ACTING AS AN INDEPENDENT CONTRACTOR AND NOT AS AN AGENT, PARTNER, JOINT VENTURE OR EMPLOYEE OF GUNNISON COUNTY. CONTRACTOR DOES NOT HAVE ANY AUTHORITY TO BIND GUNNISON COUNTY IN ANY MANNER WHATSOEVER.

CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO: (I) UNEMPLOYMENT INSURANCE BENEFITS; OR (II) WORKERS COMPENSATION COVERAGE, FROM GUNNISON COUNTY. FURTHER, CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID IT RELATED TO THE SERVICES.

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

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

8. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it does not now knowing employ or contract with an unauthorized immigrant who will perform work under this Agreement, and that Contractor will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all Contractor's employees who are hired to perform work under this Agreement.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

The Contractor assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. MISCELLANEOUS.

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

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1) Review all policies and procedures for Family Planning Clinic

2) Provide medical consultation to Public Health nurses in Family Planning Program

3) Review and cosign 10% of Family Planning patient charts (approximately 00 per year) for quality assurance purposes.

4) Provide medical consultation and oversight for the Nurse Practitioners and Physicians Assistants hired by Public Health in their capacity as mid level practitioners for Public Health

5) Provide appropriate supervision of the mid-level providers as outlined in the Medical Practice Act.

6) Meet annually with Public Health staff to review updates and concerns for local public health issues

7) Review and sign standard protocols and policies for Public Health immunization clinic

8) Be an advocate for Public Health and represent public health to the medical community.

9) Collaborate on public health advisory boards and coalitions as available.

10) Provide consultation as needed in development of local statutes or rules that may be necessary to meet an emergency epidemic and/or bioterrorism event.

11) Serve as a liaison between Public Health and the private medical community as necessary to meet the medical needs of an emergency epidemic and/or bioterrorism event.

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____ 2/3/2022
Anna Meeuwsen

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Dr. John Tarr; For Medical O

Action Requested: County Manager Signature

Parties to the Agreement: Dr Tarr

Term Begins: january 1, 2022 **Term Ends:** **Grant Contract #:**

Summary:

dr tarrs contract for medical oversight of immunization clinic

Fiscal Impact: 1200

Submitted by: ariel tidwell **Submitter's Email Address:** atidwell@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 1/13/2022

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 2/1/2022 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/4/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1st day of January 2022 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (herein "Gunnison County") and Dr. John Tarr, whose address is 1084 Seneca Drive, Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Health and Human Services in Gunnison County. Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

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Execution of this Agreement will assist the County with its Health and Human Services strategy, as outlined in the Gunnison County Strategic Plan.

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In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed twelve hundred

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

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to paragraph 14 of this Agreement.)

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

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

8. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

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a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it does not now knowing employ or contract with an unauthorized immigrant who will perform work under this Agreement, and that Contractor will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all Contractor's employees who are hired to perform work under this Agreement.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

The Contractor assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. MISCELLANEOUS.

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

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. NOTICES.

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

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

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

Contractor: Dr. John Tarr
1084 Seneca Drive
Gunnison, CO 81230

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

15. GOVERNING LAW.

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

16. COUNTERPARTS; FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____
John Tarr, P.H.D.

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1) Review all policies and procedures for Immunization Clinic.

2) Provide medical consultation to Public Health nurses at Immunization Clinic.

3) Provide medical consultation and oversight for the Nurse Practitioners and Physicians Assistants hired by Public Health in their capacity as mid level practitioners for Public Health.

4) Meet annually with Public Health staff to review updates and concerns for local public health issues.

5) Review and sign standard protocols and policies for Public Health immunization clinic.

6) Be an advocate for Public Health and represent public health to the medical community.

7) Collaborate on public health advisory boards and coalitions as available.

8) Provide consultation as needed in development of local statutes or rules that may be necessary to meet an emergency epidemic and/or bioterrorism event.

9) Serve as a liaison between Public Health and the private medical community as necessary to meet the medical needs of an emergency epidemic and/or bioterrorism event.

16. COUNTERPARTS; FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____
John Tarr, ~~P.H.D.~~ M.D.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Hinsdale County; For

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Hinsdale County Inmate housing agreement

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

Summary:

Agreement for housing Hinsdale county inmates with a daily fee for such.

Fiscal Impact:

Submitted by: Adam Murdie **Submitter's Email Address:** amurdie@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: Discharge Date: 1/26/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/28/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

Intergovernmental Agreement for Inmate Housing Services

This Intergovernmental Agreement for Inmate Housing Services, hereinafter referred to as the "Agreement," is made and entered into between the Board of County Commissioners of Gunnison County, Colorado (hereinafter "Gunnison County") and the Board of County Commissioners of Hinsdale County, Colorado (hereinafter "Hinsdale County"), collectively referred to as the "Parties."

RECITALS

WHEREAS, each of the Parties is authorized by C.R.S. § 29-1-201 *et seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, pursuant to C.R.S. § 30-10-511, the Gunnison County Sheriff and the Hinsdale County Sheriff have charge and custody of the jails and prisoners of their respective counties; and

WHEREAS, the joint use of the Gunnison County Detention Center facilities located within Gunnison County, Colorado, would provide increased efficiency for both Parties; and

WHEREAS, for the orderly administration of justice, to ensure the health, safety and welfare of the community, and in order to set forth clearly the responsibilities, obligations, powers and rights of each of the Parties, Hinsdale County and Gunnison County hereby enter into this Agreement as more fully set forth below.

NOW, THEREFORE, in consideration of their 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:

AGREEMENT

1. DEFINITIONS

    a. The term "Inmate" means any person held in custody pursuant to law.
    b. The term "Jail" means the Gunnison County Detention Center.
    c. The term "Offender" means a person meeting the conditions of Section 2 and confined in the Gunnison County Detention Center pursuant to this Agreement.

2. CONDITIONS OF ACCEPTANCE OF OFFENDERS

Subject to the conditions stated herein, Gunnison County will accept custody of persons arrested by Hinsdale County law enforcement officers and delivered to Gunnison County for transport/transfer to the Jail for confinement, and will hold them until such time as they are lawfully discharged from custody pursuant to law, or returned to the custody of Hinsdale County.

a. The Gunnison County Sheriff's Office reserves the right not to accept custody of any Inmate from Hinsdale County for any reason.
b. Hinsdale County law enforcement personnel shall follow Gunnison County Sheriff's Office policies and procedures when presenting arrested persons for booking or transport/transfer to the Jail. Hinsdale County law enforcement shall be responsible for transporting an Offender to the jail.
c. Gunnison County shall not receive an Inmate into custody for transport/transfer to Jail until the Hinsdale County law enforcement officer having custody of the Inmate provides the Gunnison County Sheriff's Office with proper documentation of the legal basis to hold the Inmate in custody. Proper documentation shall consist of the literal description of the alleged municipal, county, or state violation; and
    i. A mittimus order that sentences the Inmate to consecutive days of incarceration;
    ii. An arrest warrant; or
    iii. An affidavit for arrest without a warrant explaining the original municipal, county, or state violation and the basis for making the arrest without a warrant. The arresting officer shall provide such an affidavit before leaving the Jail.
d. An Inmate will not be accepted by Gunnison County for transport/transfer to the Jail unless such person is without serious medical conditions, including mental health conditions, as determined by the Gunnison County Sheriff's Office. If the Inmate presents medical or mental health needs, Hinsdale County's arresting officer shall transport the subject to the hospital for medical clearance prior to being accepted by Gunnison County.

3. RETURN OF OFFENDERS TO HINSDALE COUNTY

a. The Gunnison County Sheriff's Office reserves the right to return physical custody of any Offender to Hinsdale County for any reason. Hinsdale County may retrieve any Offender at any time for any reason.
b. The return of an Offender from the Jail to Hinsdale County shall be at the sole expense of Hinsdale County. Once an Offender is returned to Hinsdale County, Hinsdale County shall be responsible for transporting and housing said Offender to another facility.

4. DESRIPTION OF SERVICES

a. In accordance with the terms of this Agreement, it shall be the responsibility of Gunnison County to receive and safely keep every Offender meeting the requirements of Section 2 of this Agreement and accepted by the Gunnison County Sheriff's Office. Gunnison County shall not release said Offender from the Jail, on bail or otherwise, except by lawful authority and/or pursuant to the provisions of this Agreement.
b. It shall be the responsibility of Gunnison County to make and maintain, in accordance with applicable state law, a record of every Offender duly committed or placed in the Jail in accordance with the terms of this Agreement. Upon request, such record shall be made available to Hinsdale County for inspection. The record shall include a photograph or digital image of the Offender and Offender identification information as defined in C.R.S. § 24-72-302(1) and (2).
c. Ten-print fingerprint cards will be forwarded to the Colorado Bureau of Investigation ("CBI"). A ten-print fingerprint card will be maintained by the Gunnison County Sheriff's Office for each Offender in accordance with Gunnison County policy.
d. It shall be the responsibility of the Gunnison County Sheriff's Office to accept court orders temporarily detaining Offenders held pursuant to Hinsdale County or District Court matters.
e. It shall be the responsibility of the Gunnison County Sheriff's Office to accurately prepare for and accept bonds and related cash or surety documents. Hinsdale County shall set all Court appearances in accordance with their Court schedules, complete mittimus, and complete or prepare other Court documents required to accept and release Offenders into and from the Jail. Gunnison County shall on the following working day:
    i. Notify the Hinsdale County Sheriff's Office by telephone or email of any such documents, including the name of the Offender and any other pertinent information; and
    ii. Make said documents available for the Court or mail said documents to the Court clerk via first class mail.
f. It shall be the responsibility of the Gunnison County Sheriff's Office to afford Offenders access to inmate services, programs, and activities in a manner consistent with the Jail classification of Gunnison County Inmates. The Offender's classification will be determined by Jail staff. Offenders are subject to all normal policies and procedures, including disciplinary procedures, of the Jail.
g. It shall be the responsibility of Gunnison County to comply with C.R.S. § 17-26-109 and afford sentenced Offender's deductions of time served from his or her Court sentence in a manner consistent with sentenced Gunnison County inmates and Colorado law, unless otherwise ordered by the Court.
h. Gunnison County shall provide video- and audio-conferencing capabilities that allow Offenders to appear remotely for court appearances. Hinsdale

County shall be responsible for transporting Offenders to and from in-person court appearances outside of Gunnison County.

5. DURATION

This Agreement supersedes and terminates all previous inmate housing agreements and amendments thereto between the parties. This Agreement shall be effective upon final execution by the appropriate officers of both parties. This Agreement shall continue through December 31, 2022 and shall automatically renew year to year unless sooner terminated by notice from either party in accordance with Section 6 of this Agreement. At the time this Agreement is terminated, Hinsdale County shall retake custody of all Offenders.

6. TERMINATION

This Agreement may be unilaterally terminated, with or without cause, by thirty (30)days' written notice by either Party delivered to the other Party in accordance with Section 16 "Notices." Within thirty (30) days after delivery of said notice, Hinsdale County shall retake physical custody of Offenders in Gunnison County's custody pursuant to this Agreement.

7. HINSDALE COUNTY'S CONTACT PERSON

The Hinsdale County Sheriff, or his or her designee, shall act as Hinsdale County's Contact Person for purposes of the administration of this Agreement. Any change in Hinsdale County's Contact Person shall be effective upon ten (10) days' written notice to Gunnison County's Contact Person.

8. GUNNISON COUNTY'S CONTACT PERSON

The Gunnison County Sheriff, or his or her designee, shall act as Gunnison County's Contact Person for purposes of the administration of this Agreement. Any change in Gunnison County's Contact Person shall be effective upon ten (10) days' written notice to Hinsdale County's Contact Person.

9. COSTS AND REIMBURSEMENT

a. Except as otherwise provided in this Agreement, all costs of housing Offenders, pursuant to the terms of this Agreement, shall be fixed and reimbursed at the rate of Sixty-Five Dollars ($65.00) per Offender per day. Hinsdale County shall reimburse Gunnison County for the day an Offender is delivered and for every subsequent day that the Offender is assigned to the Jail, but not including the day the Offender is released from Jail.

b. For those Offenders who remain in the Jail for a period of no more than four (4) hours, Hinsdale County shall pay Gunnison County a processing fee of Twenty-Five Dollars ($25.00), and not the fixed per diem rate set forth in paragraph 9.a. above.

c. If an Offender is detained in the Jail under the concurrent authority of Hinsdale County and any other jurisdiction, including Gunnison County, Hinsdale County shall be responsible for no more than its equally proportional share of the cost of housing and maintaining the Offender in the custody and/or under the supervision of Gunnison County.

d. Gunnison County shall provide routine medical care to Offenders, and Hinsdale County shall reimburse Gunnison County for the actual costs of such medical care. Routine medical care means medical care that occurs on-site in the Jail.

e. Hinsdale County shall be responsible for the costs of non-routine health care services that require transferring an Offender from the Jail to a hospital or other medical provider. The costs of non-routine health care shall be billed directly to Hinsdale County, and Hinsdale County shall pay for all such charges. If an Offender requires hospitalization or other care that cannot be accommodated at the Jail, Hinsdale County is responsible for arranging for such care, transporting the Offender to and from such care, paying for such care directly and providing security while the Offender is receiving such care. However, if the Offender needs immediate care such that the time it would take for Hinsdale County to respond may present a risk to the Offender's health or safety, Gunnison County shall transport the Offender for immediate medical attention. Hinsdale County shall reimburse all costs incurred by Gunnison County if such an emergency situation occurs. Those Offenders participating in the detention alternatives of work-release and/or electronic home detention shall be responsible for their own medical, psychiatric and dental care. Hinsdale County shall be responsible for the cost of transportation of any Offender for purposes of non-routine health care, including any costs for medical transport and for the direct costs of Jail personnel to transport any such Offender. Hinsdale County shall pay such costs as provided for in Section 10 below.

f. Physical damage to the Jail directly resulting from an Offender housed therein shall not be considered "usual costs" incidental to the operation of the Jail. These costs shall not be part of the costs reimbursed by the fixed rate for Offenders, as provided in paragraphs 9.a., 9.b., and 9.c. above. Gunnison County shall be reimbursed separately by Hinsdale County for the actual costs to repair physical damage to the Jail as set forth in this paragraph 9.f., as such costs are incurred.

10. BILLING AND DISPUTES

Hinsdale County shall be billed monthly by Gunnison County for the rates and charges set forth in this Agreement. Payment shall be made by Hinsdale County within thirty (30) days of receipt of Gunnison County's invoice, except for rates and charges reasonably disputed by Hinsdale County. In the event Hinsdale County disputes any rates or charges, it

shall notify Gunnison County in writing within ten (10) days of receipt of the disputed invoice, and the parties shall cooperate to expeditiously resolve the dispute. In the event the parties do not resolve any such dispute within sixty (60) days of written notice of the dispute from Hinsdale County, either party may take appropriate legal action in Gunnison County District Court and which is otherwise consistent with the terms and requirements of this Agreement.

11. INDEPENDENT ENTITIES

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. In carrying out its obligations and activities under this Agreement, Hinsdale County is acting as an independent government and not as an agent, partner, joint venture or employee of Gunnison County. Hinsdale County does not have any authority to bind Gunnison County in any manner whatsoever, except as stated in this Agreement.

Hinsdale County acknowledges and agrees that Hinsdale County is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

12. INDEMNIFICATION

The Parties acknowledge that each are governmental entities that may not be permitted under current Colorado law to indemnify another entity, and further acknowledge that each party's agreement to indemnify the other is limited by applicable constitutions, statutes and case law. As such, to the extent expressly authorized by law, and consistent with the requirements of C.R.S. §§ 29-5-108; 29-5-109, and the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 *et seq.*), Hinsdale County hereby agrees to indemnify and hold Gunnison County harmless from any loss, liability or damage, including attorneys' fees that each Party may incur arising out of any negligent acts or omissions of the other in exercising authority in another jurisdiction granted under this Agreement. No term or condition in this Agreement shall constitute a waiver of any provision of the Colorado Governmental Immunity Act by either Party.

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

13. RESPONSIBILITY FOR RECORDS REQUESTS

In the event that a records request under the Colorado Open Records Act ("CORA")

or the Colorado Criminal Justice Records Act ("CCJRA") is submitted to Gunnison County or the Gunnison County Sheriff's Office regarding an Offender, Hinsdale County shall be deemed the official custodian of such records and shall take full responsibility in responding to such a records request. Any legal proceeding that may result from a records request under CORA, CCJRA or both are subject to the terms and conditions set forth in Paragraph 12. Gunnison County agrees to assist Hinsdale County in searching for and providing documents within the scope of a records request; however, Hinsdale County shall reimburse Gunnison County for the actual costs incurred in providing such assistance.

14. ASSIGNMENT

This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Any assignment without such consent shall be ineffective and void and will be cause for termination of this Agreement.

15. MISCELLANEOUS

a. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

c. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the Parties to be bound thereby.

d. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Parties of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

16. NOTICES

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

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

With a copy to: Gunnison County Sheriff
510 W. Bidwell Ave.
Gunnison, Colorado 81230

Hinsdale County: Hinsdale County
Attn: Administrator
311 Henson St./Box 277
Phone: 970-944-2225
Email: administrator@hinsdalecountycolorado.us

With a copy to: Hinsdale County Sheriff
311 N. Henson St./Box 127
Lake City, CO 81235
Email: ckambish@hinsdalecountysheriff.com

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

17. GOVERNING LAW

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

18. PUBLIC RECORD

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below written.

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORADO

By: _____ Date: _____

Jonathan Houck, Chairperson

ATTEST:

_____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF HINSDALE, COLORADO

By: _____ Date: 1/19/22

Kristie Borchers, Chair

HINSDALE COUNTY SEAL COLORADO

ATTEST:

Joan Roberts, Clerk

AGREED AND CONSENTED TO BY:

Chris Kambish, Hinsdale County Sheriff

Sheriff John Gallowich

John Gallowich, Gunnison County Sheriff

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Other Acknowledgment of County Manager's Signature

Parties to the Agreement:

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

Summary:

This MOUis for acknowledgment of County Manager's signature - for substance abuse disorder in the County and to work on treatment and recovery options

Fiscal Impact: see contract + payment schedule

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Paid via the Harm Reduction grant, from CDPHE

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/1/2022

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

Comments:
Recommend that next year we substantially revise these agreements to provide additional protections to the County. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 1/28/2022 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/4/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

MEMORANDUM OF UNDERSTANDING BETWEEN GUNNISON COUNTY AND GUNNISON VALLEY HOSPITAL (GVH)

This Memorandum of Understanding (MOU), made on December 21, 2021, between **Gunnison County** and **Gunnison Valley Health (GVH)** is for the purpose of providing one crisis clinician, one peer support specialist and MAT certification for staff.

WHEREAS, Gunnison Valley Health is willing to work in conjunction with Gunnison County to address the unique challenges substance abuse disorder in Gunnison county and to work on treatment and recovery options for county residents; and in consideration thereof, the undersigned parties AGREE TO THE FOLLOWING CONDITIONS:

1. Term

   The term of this agreement shall commence on December 21, 2021 and may be ended by either party under any conditions or circumstances without the need for explanation or consideration of any factors. This MOU will be automatically renewed at the beginning of each federal fiscal year 2022-2023 and 2023-2024, unless it has been terminated as outlined in section 12.

2. Population Served

   Consultative and direct services to Gunnison county residents for treatment and recovery efforts. Staff at GVH to obtain MAT certification.

3. Qualifications of Staff

   The crisis clinicians and peer support specialists will meet the standards for his/her profession as set forth by GVH.

4. Guidelines and Procedures

   All hired staff will follow the GVH policies, procedures and the policies and procedures.

5. Gunnison Valley Health Responsibilities

A. GVH is responsible for employing the crisis clinician and peer support specialist
   a. Hiring
   b. Evaluating
   c. Negotiating salary and benefits
   d. Providing supervision
   e. Providing equipment and supplies

E. GVH will hold the expectation all employees will participate and complete required training and record data for the purpose of the grants.
F. Crisis Clinicians, Peer Support Specialists and GVH staff will participate in monthly RCORP meetings and GVH will serve on the leadership of the consortium.

7. County Responsibilities:

A. Gunnison County will provide financial compensation to GVH to cover the cost of the salary and benefits of one crisis clinician, not to exceed $50,000 per year. Gunnison County will provide financial compensation to GVH to cover the cost of the salary and benefits of one peer support specialist, not to exceed $32,000 per year. Gunnison County will support GVH staff in becoming MAT certified, not to exceed $15,000 for 2021-2022.

8. Modifications of Agreement
All modifications to this MOU shall be in writing and signed by all parties.

9. Assignments
This MOU shall be binding upon the parties hereto, their successors, heirs, legal representatives, and assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties.

10. Resolution of Disagreements
Problems or disagreements shall be managed at the level closest to the issue. Should resolution not be achieved, the GVH Community Well Being Coordinator and the Gunnison County Manager shall be notified and shall engage in problem solving discussions.

11. Applicable Law
GVH school-based staff agrees to follow policies and procedures of GVH, Gunnison County in accordance with Federal and State law and regulations specified in the grants.

12. Termination
This MOU agreement may be terminated at any time by any party giving thirty (30) days written notice and is subject to the availability of funding.

13. Entire MOU Agreement
This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraphs seven and eleven herein.

14. Severalty

If any section, subsection, paragraph, sentence, clause, or phrase of this MOU is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clause, or phrase might be declared unconstitutional or invalid.

15. Waiver of Immunities/Third-Party Liability

No portion of this MOU shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this MOU be deemed to have created a duty of care with respect to any persons not a party to this MOU.

IN WITNESS WHEREOF, the parties hereto have duly executed the Memorandum of Understanding as of the day, month, and year first above written.

12/21/21

Jason Amrich, CEO — Date
Gunnison Valley Health

1-28-2022

Matthew Birnie — Date
County Manager
Gunnison County

December 2021

Crisis Clinician $10,000

Peer Support Specialist = $8,000

MAT certification = $5000

Total = $23,000

March

Crisis Clinician $20,000

Peer Support Specialist = $12,000

MAT certification = $5000

Total = $37,000

June

Crisis Clinician $10,000

Peer Support Specialist = $12,000

MAT certification = $5000

Total = $37,000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Other Acknowledgement of County Manager's signature

Parties to the Agreement:

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

Summary:

This MOU is for acknowledgment of the County Manager's signature. For work on substance abuse prevention, treatment and recovery options for County and WCU students

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Paid via the Harm Reduction grant, from CDPHE

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/1/2022

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

Comments:
Recommend that next year we substantially revise these agreements to provide additional protections to the County. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 1/28/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/4/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

MEMORANDUM OF UNDERSTANDING BETWEEN GUNNISON COUNTY AND WESTERN COLORADO UNIVERSITY

This Memorandum of Understanding (MOU), made on December 21, 2021, between **Gunnison County** and **Western Colorado University** is for the purpose of providing support for peer health educators to serve on the Gunnison Consortium.

WHEREAS, The Western Colorado University is willing to work in conjunction with Gunnison County to address the unique challenges substance abuse disorder in Gunnison county and to work on prevention, treatment and recovery options for county residents and Western Colorado University students; and in consideration thereof, the undersigned parties AGREE TO THE FOLLOWING CONDITIONS:

1. Term

The term of this agreement shall commence on December 21, 2021 and may be ended by either party under any conditions or circumstances without the need for explanation or consideration of any factors. This MOU will be automatically renewed at the beginning of each federal fiscal year 2022-2023 and 2023-2024, unless it has been terminated as outlined in section 12.

A. Western Colorado University is responsible for employing the peer health educator
   a. Hiring
   b. Evaluating
   c. Negotiating salary and benefits
   d. Providing supervision
   e. Providing equipment and supplies

B. Western Colorado University will hold the expectation that all employees will participate and complete required training and record data for the purpose of the grants.

C. Peer Health Educators will participate in monthly RCORP meetings and GVH will serve on the leadership of the consortium.

7. County Responsibilities:

A.Gunnison County will provide financial compensation to Western Colorado University to cover the cost of the salary and benefits of one peer health educator, not to exceed $15,000 per year.

8. Modifications of Agreement

All modifications to this MOU shall be in writing and signed by all parties.

9. Assignments

This MOU shall be binding upon the parties hereto, their successors, heirs, legal representatives, and assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties.

10. Resolution of Disagreements

Problems or disagreements shall be managed at the level closest to the issue. Should resolution not be achieved, the Dean of Students and the Gunnison County Manager shall be notified and shall engage in problem solving discussions.

11. Applicable Law

The peer health educator staff agrees to follow policies and procedures of Western Colorado University and Gunnison County in accordance with Federal and State law and regulations specified in the grants.

12. Termination

This MOU agreement may be terminated at any time by any party giving thirty (30) days written notice and is subject to the availability of funding.

13. Entire MOU Agreement

This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraphs seven and eleven herein.

14. Severalty

If any section, subsection, paragraph, sentence, clause, or phrase of this MOU is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clause, or phrase might be declared unconstitutional or invalid.

15. Waiver of Immunities/Third-Party Liability

No portion of this MOU shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this MOU be deemed to have created a duty of care with respect to any persons not a party to this MOU.

IN WITNESS WHEREOF, the parties hereto have duly executed the Memorandum of Understanding as of the day, month, and year first above written.

Gary Pierson Digitally signed by Gary Pierson
Date: 2022.01.25 11:08:51 -07'00'

Gary Pierson
Dean of Students
Western Colorado University

Date

1-29-22

Matthew Birnie
County Manager
Gunnison County

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

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

Summary:

For school-based clinical mental health therapy; this is for acknowledgement of County Manager's signature on consent agenda

Fiscal Impact: up to $75,000/school yr, per therapist + payment schedule

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Paid via the Harm Reduction grant, from CDPHE

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/1/2022

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

Comments:
Recommend that next year we substantially revise these agreements to provide additional protections to the County. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 1/28/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/4/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

MEMORANDUM OF UNDERSTANDING BETWEEN GUNNISON COUNTY, GUNNISON WATERSHED SCHOOL DISTRICT AND GUNNISON VALLEY HEALTH

This Memorandum of Understanding (MOU), made on December 21, 2021, between **Gunnison County, Gunnison Watershed School District (School District),** and **Gunnison Valley Health (GVH)** is for the purpose of providing school-based clinical mental health therapists.

WHEREAS, The School District is willing to work in conjunction with GVH to address the unique challenges inherent to children in need of clinical mental health therapy and GVH is in a position to provide direct and/or indirect therapy services; and in consideration thereof, the undersigned parties AGREE TO THE FOLLOWING CONDITIONS:

1. Term

   The term of this agreement shall commence on December 21, 2021 and may be ended by either party under any conditions or circumstances without the need for explanation or consideration of any factors. This MOU will be automatically renewed at the beginning of each school year 2022-2023 and 2023-2024, unless it has been terminated as outlined in section 12.

2. Population Served

   Consultative and direct services to children in grades 6-12 within the School District.

3. Qualifications of School Based Clinical Mental Health Therapist

   The school-based clinical mental health therapists will meet the standards for his/her profession as set forth by GVH.

4. Guidelines and Procedures

   The school-based clinical mental health therapists will follow the School District school board policies, procedures established by individual school sites, and the policies and procedures of GVH and Gunnison County.

5. Gunnison Valley Health Responsibilities

A. GVH is responsible for employing the school-based clinical mental health therapists.

   a. Hiring
   b. Evaluating
   c. Negotiating salary and benefits in consultation with the School District
   d. Providing supervision
   e. Providing equipment and supplies

B. GVH is responsible for informing the school-based clinical mental health therapists as to the content of this MOU.

C. GVH will provide school based clinical mental health therapy upon request of the School District in accordance with the following procedures:

1. The school based clinical mental health therapist will receive referrals from only the school mental health team which will use a School Based Clinician Referral Form (see Appendix A).
2. The school mental health team shall inform parents/guardians of the referral prior to the referral form being sent to the school-based clinical mental health therapist. In extenuating circumstances, for students ages 12 years of age and older, the school based clinical mental health therapist, GVH supervisor, and school mental health team may decide that the referral for therapy services shall not be communicated to parents. By law, parent consent is not required for students 12 years of age and older. Decision and rationale will be documented by GVH and re-evaluated during the first 3 sessions.
3. The school based clinical mental health therapist and/or the school based mental health team will request a Consent to Release (Appendix B) in order to obtain permission for the School District and GVH to share information. By law, parent consent is not required for students 12 years of age and older and this consent form can be signed by students for sharing of mental health information.
4. If the student has an individual learning plan (IEP/504/RTI/ELDP/BIP/ALP), the school-based clinical mental health therapist will consult the case manager for the learning plan.
5. The school-based clinical mental health therapists will use the School District Google system (including School District email) as well as PowerSchool, the School District's student information system, to access family contact information, student schedule, student grades, student attendance, and student discipline records.
6. The school-based clinical mental health therapist will communicate with the school mental health team regarding additional student needs and supports.
7. The school-based clinical mental health therapists will attend meetings about individual students as requested by the individual school's mental health team.
8. The school-based clinical mental health therapists will schedule therapy sessions with students in a manner that is least disruptive to the student's school schedule. The school-based clinical mental health

therapist will consult with the school mental health team on a case by case basis for best scheduling options.

9. The school based clinical mental health therapists will uphold and abide by all GWSD policies and procedures as outlined in school board policy, employee handbooks, and student/parent handbooks.
10. The school-based clinical mental health therapist shall use a Screening Brief Intervention Referral to Treatment (SBIRT) to determine if there is a need for outside referral to a substance abuse specialist. The number of youth who were screened with SBIRT shall be reported to the School District and Gunnison County Juvenile Services at the end of each school year.

E. GVH will hold the expectation that the school-based clinical mental health therapists will participate and complete GWSD required training.

F. The school-based clinical mental health therapist will provide notice to the school liaison when they will be absent from school. If services to students are cancelled due to leave time, the school-based clinical mental health therapists agree to make up those services within a reasonable amount of time.

G. GVH will provide a certificate of insurance listing GWSD as an additional insured for liability insurance.

6. School District Responsibilities

A. The School District will provide space for the school-based clinical mental health therapist to complete office work and therapy services. The School District will also provide internet access and printing services at all District buildings.

B. Request school based mental health therapy in accordance with the following procedures.

1. Only the school mental health team may complete a School Based Clinician Referral Form (see Appendix A).
2. Students typically have received universal and strategic intervention support, and upon referral to the school-based clinical mental health therapist, the school mental health team will share documentation of all previous attempted supports.

3. If no school supports have been attempted, there shall be documentation of an exception to receive mental health therapy within the school setting.
4. The school mental health team shall inform parents/guardians of the referral prior to the referral form being sent to the school-based clinical mental health therapist. In extenuating circumstances, for students ages 12 years of age and older, the school based clinical mental health therapist, GVH supervisor, and school mental health team may decide that the referral for therapy services shall not be communicated to parents. By law, parent consent is not required for students 12 years of age and older. Decision and rationale will be documented by GVH and re-evaluated during the first 3 sessions.
5. The school based clinical mental health therapists and/or the school mental health team will request a Consent to Release (Appendix B) in order to obtain permission for the School District and GVH to share information. By law, parent consent is not required for students 12 years of age and older and this consent form can be signed by students for sharing of mental health information.
6. If the student has an individual learning plan (IEP/504/RTI/ELDP/BIP/ALP), the school mental health team will share details of the plan with the school based clinical mental health therapist regarding the learning plan.
7. The school mental health team will communicate with the school based clinical mental health therapist regarding additional student needs and supports.
8. The School District will provide access to (including school Google email account) and train the GVH school based clinical mental health therapists on how to use the School District Google system as well as PowerSchool, the School District's student information system, to access family contact information, student schedule, student grades, student attendance, and student discipline records
9. The School District will invite the GVH school based clinical mental health therapists to attend meetings about individual students as is appropriate.

C. Service hours will vary depending on student needs. Only one referral per student per school year is necessary.

D. GWSD will provide the school-based clinical mental health therapists with GWSD required training.

7. <u>County Responsibilities:</u>

A. Gunnison County will provide financial compensation to the RE1-J school district to cover the cost of the salary and benefits of the school-based clinical mental health therapists, not to exceed $75,000 per year per therapist. For 2021-2022, this includes the school based clinical mental health therapist at Crested Butte Secondary School.

8. Modifications of Agreement

All modifications to this MOU shall be in writing and signed by all parties.

9. Assignments

This MOU shall be binding upon the parties hereto, their successors, heirs, legal representatives, and assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties.

10. Resolution of Disagreements

Problems or disagreements shall be managed at the level closest to the issue. Should resolution not be achieved, the GVH Community Well Being Coordinator and the School District Superintendent shall be notified and shall engage in problem solving discussions.

11. Applicable Law

GVH school-based clinical mental health therapists agree to follow policies and procedures of the School District, and the Colorado Department of Education regarding services to students in accordance with Federal and State law and regulations governing services to students.

12. Termination

This MOU agreement may be terminated at any time by any party giving thirty (30) days written notice and is subject to the availability of funding.

13. Entire MOU Agreement

This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraphs seven and eleven herein.

14. Severalty

If any section, subsection, paragraph, sentence, clause, or phrase of this MOU is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clause, or phrase might be declared unconstitutional or invalid.

15. Waiver of Immunities/Third-Party Liability

No portion of this MOU shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this MOU be deemed to have created a duty of care with respect to any persons not a party to this MOU.

16. Non-Appropriation

No portion of this MOU shall be deemed to create an obligation on the part of the School District to expend funds not otherwise appropriated in each succeeding year.

IN WITNESS WHEREOF, the parties hereto have duly executed the Memorandum of Understanding as of the day, month, and year first above written.

Kimberly Behounek 12/31/21 on behalf of J Birnie

Jennifer Birnie Date
Director of Community Well Being
Gunnison Valley Health

12/13/21

~~Robert Santilli, CEO~~ Jason Smrich, CEO Date
Gunnison Valley Health

Leslie Nichols 12.13.2021

Leslie Nichols Date
Superintendent
Gunnison Watershed School District

1-28-2022

Matthew Birnie Date
County Manager
Gunnison County

Gunnison County
Payment Schedule
to GWSD

December 2021 = $25,000

The school-based clinical mental health therapist shall use a Screening Brief Intervention Referral to Treatment (SBIRT) to determine if there is a need for outside referral to a substance abuse specialist. The number of youth who were screened with SBIRT shall be reported to the School District and Gunnison County Juvenile Services at the end of each school year.

March = $25,000

The school-based clinical mental health therapist shall use a Screening Brief Intervention Referral to Treatment (SBIRT) to determine if there is a need for outside referral to a substance abuse specialist. The number of youth who were screened with SBIRT shall be reported to the School District and Gunnison County Juvenile Services at the end of each school year.

June = $25,000

The school-based clinical mental health therapist shall use a Screening Brief Intervention Referral to Treatment (SBIRT) to determine if there is a need for outside referral to a substance abuse specialist. The number of youth who were screened with SBIRT shall be reported to the School District and Gunnison County Juvenile Services at the end of each school year.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Thank You Letter to Nation Forest Foundation; For

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Letter of thanks to National Forest Foundation for ongoing partnership

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/4/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

February 15, 2022

Mary Mitsos, President & CEO

National Forest Foundation

Bldg 27, Suite 3, Fort Missoula Rd.

Missoula, MT 59804

Re: Gunnison County and NFF Partnership

Dear Ms. Mitsos and NFF Board,

On behalf of the Gunnison County Board of Commissioners we are writing to express our gratitude for the partnership between the National Forest Foundation and Gunnison County. In 2018 Gunnison County and NFF entered into a unique partnership to develop the Gunnison Stewardship Fund (the Fund). As you know, the Fund has been quite successful in its first four years of operation, raising over $560,000 and supporting multiple stewardship projects, land management agencies, and nonprofit stakeholders completing the work. We are incredibly grateful and feel fortunate to have developed a successful partnership that achieves the goals of Gunnison County, the Sustainable Tourism and Outdoor Recreation Committee, and the goals of the National Forest Foundation.

Since the inception of the fund, we've been able to grow our partnership with the shared Stewardship Coordinator position held by Joe Lavorini and the creation of the Gunnison County STOR Corps. Mr. Lavorini has been an incredible asset to Gunnison County and brings experience, skill, and excellent relational skills to his role. The advent of the STOR Corps in 2020 came about due to COVID and the idea that we could model a program on the Civilian Conservation Corps of the 1930s to put people back to work while also improving stewardship in the County. We are so proud to see the incredible work of the STOR Corps, including public outreach and education, camping infrastructure implementation, wildlife habitat improvement, trail construction, tree planting, invasive species removal, and more, guided by Mr. Lavorini. The newly created Fellowship position, co-managed by Mr. Lavorini and Western Colorado University, will further help our organizations to meet goals associated with community engagement, DEI, and public lands stewardship.

We see that the success of our partnership came about because of the willingness of NFF to think creatively about program development, the support and persistence of the former Gunnison District Ranger, Matt McCombs, and the willingness of Gunnison County to join forces. We understand that other communities are reaching out to NFF to create similar programs and we are grateful to be one of the first communities you've worked with in such fashion.

Thank you for your support of our work in Gunnison County and thank you for the work that you do to steward our national forests and public lands. Please consider this an open invitation to visit Gunnison

County anytime to see the successful projects that have been implemented due to the support of NFF. Thank you!

Sincerely,

Gunnison County Board of Commissioners

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Elizabeth Smith, Commissioner

Kevin Alexander, STOR Committee Chair

Cc: Joe Lavorini

Marcus Selig

Emily Olsen

Dale Funka

Matt McCombs

Chad Steward

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; McLaughlin Whitew

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and McLaughlin White Water Design Group

Term Begins: 02/15/2022 **Term Ends:** **Grant Contract #:**

Summary:

Approval of contract for preliminary engineering for Structure #2 at the Whitewater Park

Fiscal Impact: $55,441.00

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/8/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 2/7/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of _____, 2014, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and McLaughlin Whitewater Design Group, whose address is 2480 West 26th Avenue., Suite B225, Denver, CO 80211 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services [as identified in the Proposal with Attachment A and Attachment B attached hereto and incorporated herein by reference as Proposal with Attachments.

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all personnel, supervision, and supplies to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on April 14, 2022, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its goal of providing trails and parks for residents and visitors so they can use trails and parks for commuting or recreation, as identified in the Gunnison County Public Works Department Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Fifty-five thousand, four hundred and forty one dollars and No/100 U. S. Dollars ($55,441.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

McLaughlin Whitewater Design Group agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five and No/100 U.S. Dollars ($1,195,000.00) for injuries to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-four and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence (i.e., per occurrence) and in an amount no less than One Million One Hundred Ninety-Five Thousand and

No/100 U.S. Dollars ($1,195,000.00) for injuries to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for any injury to one person per claim and in an amount no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single claim (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

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

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall require that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, agents, or anyone for whom Contractor is legally liable in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contract expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, the Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to the Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. MISCELLANEOUS.

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

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents to the County as follows:

a. The Services shall conform to applicable specifications and will be performed in accordance with the standard of care and skill exercised by professionals practicing in the same locality and specialty under the same or similar conditions.

b. All Services shall be performed by qualified personnel in a professional manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence

of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. FORCE MAJEURE.

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

20. NOTICES.

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

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

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

Contractor:
McLaughlin Whitewater Design Group
2480 West 26th Avenue
Suite B225
Denver, CO 80211

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

23. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

24. RECORDS.

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

25. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

~~APPENDIX "A"~~

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Proposal dated 11/04/21

McLaughlin Whitewater
design group
A DIVISION OF MERRICK & COMPANY

November 4, 2021

Ms. Marlene Crosby
Gunnison County Public Works
Deputy County Manager
200 E. Virginia
Gunnison, CO 81230

RE: PROPOSAL –Concept Design of Gunnison Whitewater Park Improvements
Gunnison River in Gunnison, Colorado

Dear Ms. Crosby:

McLaughlin Whitewater Design Group (MWDG), a division of Merrick & Company, is submitting this scope of work and budget to complete professional services for alternatives development and concept design for replacement of Drop #2 of the Whitewater park on the Gunnison River in Gunnison, Colorado as requested by the Gunnison County.

Background

In October 2013, Gunnison County retained MWDG to perform an inspection of the existing whitewater park originally designed by Recreation Engineering and Planning (REP). Several issues were identified and documented in the memorandum titled "Gunnison Whitewater park Site Evaluation". The following are the key recommendations:

- Replace Drop #3 (furthest drop downstream) due to extensive structural damage observed.
- Repair or Replace Drop #2 due to structural damage observed.
- Consider recreational and safety improvements to Drop #1 due to breaking wave forming up on the boat chute at medium and high flows causing issues with pass ability of float fishing and downstream rafting. In addition, recreational performance is low at most flows.
- Continue to observe Drop #1 for signs of structural instability

In 2015, Drop #3 was replaced with a MWDG designed structure including a non-grouted boulder counter weir downstream. Large boulders and riprap were added to the pool below Drop #2 as a temporary stabilization measure as further structural instabilities were observed at that time. MWDG has performed follow up inspections of the Park in 2016, 2018, and 2021. Recommendations continue to remain as noted above with an elevated recommendation to replace Drop #2.

River recreational use has changed since the initial construction of the Park in 2003 and MWDG's work in 2015 with an increased interest in river surfing. The recent and growing river surfing community has engaged with the County about the possibility to expanding river surfing

waves in the Park including the addition of a MWDG adjustable WaveShaper. A WaveShaper is a steel gate that is below the water that can be adjusted with water flowing over it to form, 'shape', a wave suitable for surfing, kayaking, SUP, and are passable by downriver users. Two main advantages of WaveShapers versus traditional non-adjustable features are that they create better quality, higher performance waves and improve the consistency of waves over a larger range of flow conditions resulting in more recreational days per year. WaveShapers have been used with success at River Run Park in Sheridan, CO (Denver Metro Area), Boise River Park in Boise, ID, at THE.RIVER WAVE in Ebensee, Austria, and several other locations across the U.S. The County would like MWDG to explore alternatives considering adjustable WaveShapers.

Rick McLaughlin and Ben Nielsen met with the County, Upper Gunnison Water Conservancy District (UGWCD), and members of the kayaking and surfing community in September 2021. There was a lot of discussion about potential opportunities at the Park with the following priorities for MWDG study and design:

- Drop #2: Full replacement to address safety and stability issues while enhancing recreation. Consider including a WaveShaper adjustable feature.
- Design effort to scope and budget the project to support Gunnison County Commissioners Strategic Plan update planned for 2022 and grant funding efforts.

Potential enhancements at Drop #1 were discussed including adding an adjustable WaveShaper feature to improve recreation and safety. Due to the more urgent need and limited funds for construction, the scope presented herein focuses on replacement of Drop #2.

Purpose & Approach

The purpose of the proposed services is to complete site evaluations, develop alternatives, and concept design to scope the project, estimate budget, and support project planning and fund raising. Concept Design will be used to complete future preliminary design and permitting phase.

The following is the approach to develop the concept design:

- Site evaluation and review of available design documents to establish existing conditions
- Develop two alternatives for Drop #2 to discuss with County and Stakeholders
- Concept design of river structures for selected preferred alternatives
- Estimate of Project Budget

Scope

The following professional services scope of work has been prepared by task to address the project approach presented previously.

CONCEPT DESIGN PHASE

TASK 1 – Stakeholder Engagement & Team Coordination

- Two (2) meetings with County/UGWCD Coordination Meetings (virtual)
- One (1) meeting with stakeholders (County, City, others – virtual)
- Four (4) Project team coordination, meetings & preparation

TASK 2 – Site Assessments & Investigations

- Review of documents provided to MWDG including studies, reports, existing conditions documents, such as, soils investigation & geotechnical engineering recommendations, environmental, and base mapping
- Desktop evaluation of site conditions to support design efforts.

Key information provided to MWDG by Client to support design effort (see "Assumptions" Section for additional information and discussion of needed scope by others):

1. Base Mapping – Topographic, bathymetric, aerial images, property lines, easement, utilities, structures with new survey updates (see below). County would like to use base mapping from Drop #3 design work in 2015 for this concept design phase. Additional mapping to be completed prior to Final Design Phase.
2. Survey Update – survey of river at Drop #2, Drop #3, Counter Weir, and Downstream of Drop #3. Additional survey detail of Drop #1 (fish passage, diversion embankment) is optional but would be needed for future work at Drop #1. Per discussion with County, this will put off until the Final Design Phase.
3. Water Surface Elevations (profiles) through the Park at 4 flows – Low, Recreation target, median, and high. Per discussion with County, this will put off until the Final Design Phase.

TASK 3 – Hydrology

- Hydrologic analysis – River flows for interval storms and exceedance curves based on available gage data. Regulatory flow rates for 10-yr, 50-yr, 100-yr, 500-yr per FEMA effective model/FIS.

TASK 4 – Alternatives Development

- Create two alternatives for Drop #2 to include high level design to study scope of improvements and understand advantages/disadvantages.

TASK 5 – Hydraulics

- Flood modeling with 2D TuFlow– Compare existing conditions to proposed project conditions to identify potential flood impacts of the project. FEMA flood analysis to be completed during a future "Permitting Phase" to follow the Preliminary Design Phase.
- Whitewater Recreation Modeling with 2D TuFlow – 2-dimensional modeling to support design of river improvements such as bank armoring, jetties, and drop structures. Develop Headwater-Tailwater Curves for Drop #2.

TASK 6 – Concept Design

- Initial Fish Passage layout based on MWDG previous project experience and from input from Colorado Parks & Wildlife (if available)
- Whitewater recreation analysis and design
- Concept River Design Drawings (Approximately 4 sheets total):
    - River Plan & Profiles (1" =50') (1 sheets) – flood profiles with model cross sections
    - River Plans (1" =20') (1 sheets)
    - River Details (2 sheets)

- Opinion of Probable Costs – AACE Class 4 (As amended by MWDG)
- Design Memorandum: outlining project objectives, hydrology, hydraulic modeling results, concepts designs, opinion of costs, and suggested future design phases/next steps.

Project Team

MWDG

- Rick McLaughlin, PE – QA/QC, Sr. Project Manager
- Ben Nielsen, PE – Project Manager/Sr. Project Engineer
- Magdiel Garcia, PE – Project Engineer/Drafting
- Steven Walton, PE – Hydraulic Modeling

MWDG Sub-Consultants

- None (see assumptions for needed information and studies from consultants/County)

Assumptions

1. Base mapping including bathymetric and topographic survey shall be completed for the project by others to a level of accuracy and detail sufficient for design. MWDG will coordinate with the surveyor on needed mapping details. Generally, the survey and mapping shall extend a minimum of 500' upstream and downstream of the project area. Additional survey maybe required for flood conveyance analysis (river cross sections further upstream or downstream of the detailed survey area). Utilities, property lines, easements, sensitive habitats (wetlands or other), structures (intakes, outfalls, bridges, buildings, etc.) shall be included on the base mapping. Vertical datum shall be NAVD 88 and on state plane coordinates or other coordinate system that is compatible with GIS and FEMA documents/materials. Per conversations with the County, they would like to use available existing mapping from the Drop #3 replacement project for the concept design phase. Additional survey and base mapping will be completed prior to Final Design.

2. Field surveyed water levels (water profiles) through the Whitewater Park at low flow, recreation target flow, median flow, and high flow are key to design efforts by MWDG. Per conversations with the County, they will not provide water profiles for concept design but will provide prior to Final Design.
3. Property ownership research, such as title searches or boundary surveys, shall be completed by others, included on base mapping provided to MWDG, if available.
4. It is currently thought that a soils/subsurface investigations and geotechnical report can be completed in the next phase of design. If effort in this phase indicates that this is not prudent, MWDG will discuss the implications with the client.
5. Environmental assessments (e.g., brownfields, contaminated soils, water quality) beyond those specifically outlined in the scope are not included.
6. Water rights analysis or evaluation of future flow conditions is not included. River flow analysis will be based on available historic stream gage data.
7. FEMA flood conveyance analysis and documentation are not included (FEMA map revisions, CLOMR/LOMR). Existing HEC-RAS flood models and work maps will be available and are sufficient for initial flood conveyance analysis. FEMA documentation will likely be required and planned for during future project phases.
8. MWDG recommends that an ecologist be included on the design team to evaluate and layout riparian and aquatic plantings and habitats prior to the final design phase.
9. Site studies beyond those specifically included in MWDG's proposed scope shall be by others including (but limited to) ecological, wetland, habitat, Environmental Assessments/Environmental Impact Statement, and cultural resources study (SHPO).
10. All permitting by others. It should be anticipated that multiple permits will be required including (but not limited to) Clean Water Act Section 404 permit, State of Colorado 401 permit, state/local erosion sediment control, construction dewatering, and floodplain development (local, FEMA).
11. Erosion sediment control analysis and design by others during final design phase.
12. Temporary construction dewatering evaluation, design and details by others (typically completed by contractor).
13. Utility design by others including water, sanitary sewer, stormwater (ponds, conduits, structures), power, natural gas, lighting, fiber/communication, and security systems.
14. Structural engineering and detailing by others. MWDG will coordinate structural items related to the WaveShaper gate system and drop structures including foundations, walls, subsurface cutoffs, and vaults (controls housing) in future design phases.

METHOD OF PAYMENT

Professional services will be billed on an hourly plus expenses basis not to exceed (unless authorized by County) using the attached rate schedule. The budget for services is **$55,500.** A cost breakdown by task is included in Attachment A.

Most of the tasks presented in this proposal are difficult to define accurately or the level of effort required to complete may be out of MWDG's control. The fees in the Budget Worksheet (Attachment A) represent our best estimate at the required effort to complete. We will notify the County should there be a change in scope or increased level of effort required per task.

SCHEDULE

MWDG will make reasonable efforts to perform the scope of work with expedience to meet the client schedule. Below is the needed time to complete each phase of work once a Notice to Proceed is received:

- 6 weeks – Alternatives Development completed
- 3 months – Concept Design Completed once County selects preferred alternative

ATTACHMENTS

The following attachments are made part of this proposal

Attachment A	Budget Worksheet
Attachment B	Schedule of Hourly Rates

Please feel free to contact us at (303) 964-3333 if you have any questions or if you would like to discuss this proposal further. We look forward to working with the County toward a successful project.

Very truly yours,
McLaughlin Whitewater Design Group, a division of Merrick & Company

Richard McLaughlin, P.E.
Senior Project Manager

MERRICK

SCHEDULE OF HOURLY BILLING RATES

PERSONNEL WORK CLASS	EFFECTIVE JANUARY 1, 2021 PER HOUR
PROJECT MANAGEMENT:	
Senior Project Manager/Sr. Technical Manager	$225.00
Project Manager	$195.00
PROJECT ENGINEERING:	
Senior Project Engineer/Assistant Project Manager	$174.00
Project Engineer	$155.00
Senior Design Engineer	$135.00
Design Engineer	$118.00
Senior Designer	$127.00
Designer	$97.00
FIELD ENGINEERING:	
Senior Construction Manager	$175.00
Construction Manager/Construction Administrator	$155.00
Senior Field Engineer	$142.00
Field Engineer/Senior Field Technician	$120.00
Field Engineering Technician	$99.00
DRAFTING:	
Senior Technician	$127.00
Technician	$97.00
ADMINISTRATION:	
Clerical	$87.00
OTHER:	
Subconsultant	Cost + 10%
Courier	Cost + 10%
Expert Witness Court Appearance	$1,968.00/day
G.P.S. System	$100/unit/day
Workstations/Specialized Equipment (Minimum Charge $25.00)	$50.00/day
Minimum Charge	$25.00
Personal Vehicle Mileage	Current Allowable IRS Rate
Special Software	Cost + 10%
Other Materials or Equipment	Other Materials or Equipment Cost + 10%

Above standard rates will be held firm through December 31, 2021.
Standard rates will be subject to review in the fourth quarter in 2021.
Client will be notified in writing of any requested changes.

Employee Owned

2480 W. 26th Street, Unit B225
Denver, Colorado 80211

Tel: +1 303-864-3333

hello@merrick.com
www.merrick.com

Gunnison Whitewater Park Improvements - Concept Design
Project Budget Worksheet **November 5, 2021**

McLaughlin Whitewater design group
A DIVISION OF MERRICK & COMPANY

ESTIMATED HOURS

Tasks	MWDG Rick Senior PM $225	Ben Project Manager $195	Magdiel Project Engineer $155	Steven Project Engineer $155	Senior Drafting Technician $127	Diana Clerical $87	Expenses	MWDG total 100%	Extended Task	Subtotal Cost
	24.0	71.0	114.0	61.0	68.0	5.0	$0	$55,441	$55,441	$55,441
CONCEPT DESIGN PHASE										
1 Stakeholder Engagement & Team Coordination								0.00	$0	**$3,345**
1.1 County/Conservancy District Meetings (2) - virtual	2	2						840.00	$840	
1.2 Stakeholder Meeting (1) - virtual	2	4						1,230.00	$1,230	
1.3 Project team coordination & virtual meetings (monthlyfor 3 months - 3 total)	1	3	3					1,275.00	$1,275	
2 Site Assessment & Investigations								0.00	$0	**$2,860**
2.1 Review existing conditions documents provided by others - soils, geotech, environmental & base mapping	2	2	4					1,460.00	$1,460	
2.2 Site evaluation desktop by MWDG		4	4					1,400.00	$1,400	
3 Hydrology								0.00	$0	**$1,630**
3.1 Hydrology - Exceedence curves & return interval river flow events (1.5-yr, 2-yr, 5-yr)		2		8				1,630.00	$1,630	
4 Alternatives Development								0.00	$0	**$10,672**
4.1 Two (2) alternative layouts Drop #2	4	8	8		16			5,732.00	$5,732	
4.3 Whitewater recreation analysis & design	2	8		16				4,490.00	$4,490	
4.4 QA/QC	2							450.00	$450	
5 Hydraulics								0.00	$0	**$11,930**
5.1 Flood Modeling - 2D		4	24					4,500.00	$4,500	
5.2 2D Whitewater Recreation Modeling - for channel and river structure design		4	16	24				6,980.00	$6,980	
5.3 QA/QC	2							450.00	$450	
6 Concept Design								0.00	$0	**$21,854**
6.1 Fish passage layout & design w/ input from CPW		2	2		8			1,716.00	$1,716	
6.2 Whitewater recreation analysis & design	2	4	4	8				3,090.00	$3,090	
6.3 Concept Design Drawings (4 total sheets)		12	24		40			11,140.00	$11,140	
6.4 Opinion of Probably Construction Costs (AACE Class 4)		4	12					2,640.00	$2,640	
6.5 Concept Design Memo		4	8			4		2,368.00	$2,368	
6.6 QA/QC	4							900.00	$900	
Minor Unidentified Tasks	1	4	5	5	4	1		3,150.00	$3,150	**$3,150**

Attachment A – PROJECT BUDGET WORKSHEET

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
December 7, 2021

The December 7, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

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

CALL TO ORDER: Chairperson Houck called the meeting to order at 3:01 pm.

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

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Gunnison County Attorney Employment Agreement; Matthew Rhodes Hoyt
2. Acknowledgment of County Manager Signature; Gunnison County Employment Agreement; IT Director; Chris Lindner
3. Acknowledgment of County Manager Signature; Memorandum of Understanding between the Shiloh House and Gunnison County; 12/1/2021-12/1/2022
4. Acknowledgment of County Manager Signature; Contractor Agreement; Mountain Tree Scapes; 11/13/2021-11/30/2021; $2,885
5. Consultant Agreement; Charlier Associates, Inc.; 6/18/2021-12/31/2022; $15,300
6. Designated Agent's Delegation of Project Management Duties; Colorado Division of Homeland Security & Emergency Management; West Region Wildfire Council
7. Resolution; Repealing Resolution No: 08-36 and Adopting the 2021 Gunnison County, Colorado Emergency Operations Plan
8. Contractor Agreement; Safe Ride of Gunnison, Inc.; 1/1/2021-12/31/2021; $4,000

COUNTY MANAGER'S REPORTS:

1. Library Project Update. CM Birnie informed the Board that the project is coming along well. The roof is on and the facility is closed in for the winter. Framing is almost completed inside, and window areas are covered.
2. Airport Project Update. CM Birnie informed the Board that the team is pushing to transition from tent usage to using the facility. Security screening is now in the newly constructed area. The hold room is being utilized, and travelers are able to board from there. Roofing has begun.

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

Commissioner Mason:

1. CB Town Council Meeting. Commissioner Mason informed the Board that he attended last night's meeting remotely. During the meeting, he provided a summary of the County's capital projects for 2022, nine of which will impact the north end of the valley.
2. Region 10. Commissioner Mason attended a Region 10 meeting last week. Region 10 will be hiring a new Small Business Resource Center employee who will office in Gunnison. Broadband was discussed at length, including grant application plans and awards.

Commissioner Smith:

1. Division of Taxation Hearing. Commissioner Smith informed the Board that she testified at this hearing last week. There were no other testifiers during the hearing.

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

1. Request for Road Maintenance; Que Qua Home Association; Curecanti Drive. Resident Rob Santilli was present for discussion. DCM Crosby explained that the request was for asphalt maintenance, that the road is currently being plowed privately, and that three different HOAs are involved. She recommended BOCC acceptance. She also asked to work with the County Attorney's Office on a resolution to accept this road for maintenance or dedication. She has the associated property plats, which will need to be reviewed by the County Attorney's Office to determine ownership. The Board agreed to move forward with the County Attorney's Office conducting a threshold review of the submitted plats to determine if they reveal whether the road is public, or whether additional title research is necessary, the burden of which should be placed on the residents.
2. Whitewater Park Improvements Proposal. DCM Crosby explained that structure #3 was damaged, and that it was rebuilt with assistance from a GOCO grant. She hoped to have structure #2 evaluated last year, but teams were not traveling during the pandemic, so it was not evaluated

until this year. As suspected, there is erosion damage under the structure, though the level of damage does not present a safety hazard at this time. She is taking input from surfers and would like to evaluate the part for the possibility of adding a wave shaper. She requested signature on the McLaughlin Whitewater Design Group proposal so that the design process can begin. **Moved** by Commissioner Houck, seconded by Commissioner Mason to approve the expenditure of up to $60,000 for the whitewater park improvement proposal for engineering and upfront evaluation costs. Motion carried unanimously.

3. Intergovernmental Agreement for Winter Road Maintenance; Town of Marble. DCM Crosby noted that the Town of Marble will reimburse the County for fuel costs. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Intergovernmental Agreement for Winter Road Maintenance with the Town of Marble and authorize the Chairperson's signature. Motion carried unanimously. The County Attorney recommended that the Board should consider an insurance requirement in this or future such agreements.
4. Contractor Agreement; SG Interests I, Ltd; 12/7/2021-7/1/2022; Plowing on CR #265. DCM Crosby noted that SG Interests would not agree to the indemnity language that County Attorney Matt Hoyt recommended to include in the contract. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Contractor Agreement with SG Interests I, Ltd. For plowing on County Road #265 and authorize the Chairperson's signature. Motion carried unanimously.
5. Amendment to Intergovernmental Agreement for Winter Road Maintenance; Town of Pitkin. DCM Crosby stated that the Agreement was scheduled for signature by the Town next week. CA Hoyt recommended that any motion be contingent upon ministerial correction of some of the contract language. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Amendment to Intergovernmental Agreement for Winter Road Maintenance with the Town of Pitkin, contingent on the ministerial issue that the County Attorney wishes to address, then authorize the Chairperson's signature and the use of the Chairperson's signature stamp on the final document once it is ready. Motion carried unanimously.

RESOLUTIONS; 2022 WATER, SEWER AND LANDFILL RATES: DCM Crosby was present for discussion. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the following resolutions.

1. Resolution #2021-29, a Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January1, 2022; This Resolution Supersedes Resolution 19-19.
2. Resolution #2021-30, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-32.
3. Resolution #2021-31, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-33.
4. Resolution #2021-32, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-34.
5. Resolution #2021-33, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-35.
6. Resolution #2021-34, a Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-36.
7. Resolution #2021-35, a Resolution Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-37.
8. Resolution #2021-36, a Resolution Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 19-38.

The fees and associated schedules are all attached in the packet and we will be authorizing the full board signature on the documents. Motion carried unanimously.

LAND-RELATED REQUESTS:

1. Boundary Line Adjustment; Land Use Change #21-00052; Louis and Jodee Costello. Administrative Services Manager Beth Baker and property owner Louis Costello were present for discussion. ASM Baker explained that this change will result in two lots of at least one-acre in size. She also noted that this request followed the standard process and the documentation for approval is within the guidelines of how the County processes these types of requests. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Boundary Line Adjustment for LUC #21-00052 and authorize the Chairperson's signature on the plat. Motion carried unanimously.
2. Resolution Approving Wattles Rockey River Subdivision Located at Resort Parcel in Rockey River Estates Subdivision and Legally Described in Attached Exhibit A, 4359 County Road 10, Gunnison Colorado, LUC-20-00002. Planner II Rachel Sabbato was present for discussion, along with Dani and Rob Wattles. Planner II Sabbato indicated that hearings occurred, as required by the Land Use Resolution, and that no addition comments were received after the hearings concluded.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2022 — 2/3/2022

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

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

PRODUCER: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1491343 Merrick & Company 5970 Greenwood Plaza Blvd. Greenwood Village CO 80111	INSURER A: Hartford Casualty Insurance Company — NAIC # 29424 INSURER B: Twin City Fire Insurance Company — 29459 INSURER C: N/A INSURER D: Allied World Surplus Lines Insurance Company — 24319 INSURER E: INSURER F: Hartford Fire Insurance Company — 19682

COVERAGES **CERTIFICATE NUMBER:** 18238487 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	57UUNOL5467	3/1/2021	3/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
F	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	57UENOL5466	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DED	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	57 XHU OL5468	3/1/2021	3/1/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $ XXXXXXX
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEOL6H5J (AOS) 57WEOL6H5J(HI,MO,NC,SC,TX)	3/1/2021 3/1/2021	3/1/2022 3/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY	N	N	0312-7589	3/1/2021	3/1/2022	$2,000,000 PER CLAIM & $2,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/ EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

18238487
BOARD OF COUNTY COMMISSIONERS OF
OF THE COUNTY OF GUNNISON
200 E. VIRGINIA
GUNNISON CO 81230

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person (s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS.	ANY LOCATION OR PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS	ANY LOCATION OR PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the ❑eclarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

4. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract ❑r agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

4. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location ❑f the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - SCHEDULED ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)Or Organization(s):
AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to insurance provided to the additional insured or insureds shown in the Schedule, Paragraph **4.** of Section **IV - Conditions** is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance ins

(1) Primary Insurance When Required By

Paragraphs **(1)** and **(2)** do not apply to other

The Additional Insured

This insurance is primary if you have agreed with any additional insured or insureds shown in the Schedule that this insurance is primary. If other insurance is also primary, we will share with all that

other insurance by the method described in Paragraph **c.** below.

(2) Primary And Non-Contributory To Other Insurance When Required By The Additional Insured

If you have agreed with any additional insured or insureds shown in the Schedule that this insurance is primary and non-contributory with the additional insured's own this insurance is primary and we will not seek contribution from that other insurance.

urance,

insurance to which the additional insured

has been added as an additional insured or to other insurance described in Paragraph **b.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

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POLICY NUMBER: 57UUNOL5467

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, **if** not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV — Conditions:**

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

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POLICY NUMBER: 57UUN0L5467

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice: Part A: 30

Part B: 10

Part C: 30

Name of Certificate Holder:
As per schedule on file with carrier

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

CD 2011, The Hartford

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL ►AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the

- eclarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(c) That is a partnership or joint venture,

(d) That is an "insured" under any other policy,

(e) That has exhausted its Limit of Insurance under any other policy, or

(f) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Wh❑ Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS — OF SECTION IV —BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

Form HA 99 16 03 12

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the follcwing limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire ❑r lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "ace id ent".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL ❑AMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL • AMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III — Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Lim it of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL ❑AMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; ❑r

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or ❑rganization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps

POLICY NUMBER: 57UEN0L5466

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice: Part A: 30

Part B: 10

Part C: 30

Name of Certificate Holder:
As per schedule on file with carrier

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

CD 2011, The Hartford

Attachment Code: D591035 Certificate ID: 18238487

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 57WEDL6H5J **Endorsement Number:**
Effective Date: 03/01/21 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: MERRICK & COMPANY
5970 GREENWOOD PLAZA BLVD
GREENWOOD VILLA CO 80111

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: **Policy Expiration Date:** 03/01/22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 57WEOL6H5J **Endorsement Number:**
Effective Date: 03/01/21 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: MERRICK & COMPANY
5970 GREENWOOD PLAZA BLVD
GREENWOOD VILLA CO 80111

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Form WC 42 03 04 B Printed in U.S.A.
Process Date: **Policy Expiration Date:** 03/01/22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 57WEOL6H5J Endorsement Number:
Effective Date: 03/01/21 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: MERRICK & COMPANY
5970 GREENWOOD PLAZA BLVD
GREENWOOD VILLA CO 80111

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Form WC 99 03 94 Printed in U.S.A.

Process Date:

Policy Expiration Date: 03/01/22

0 2011, The Hartford

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Parks & Wildlife Impact Assistance Grant

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Parks and Wildlife

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

Summary:

Colorado Parks and Wildlife Impact Assistance Grant for payment in lieu of taxes.

Fiscal Impact:

Submitted by: Vicki Hildreth **Submitter's Email Address:** vhildreth@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/4/2022

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

Comments:
CAO will need to review the grant agreement for legal sufficiency. MRH

Reveiwed by: Discharge Date: 2/4/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

COVER PAGE

Colorado Parks and Wildlife
Impact Assistance Grant Application
Authorized by C.R.S. §30-25-301 & 302, As Amended

County Gunnison Tax Year 2021

Date 2/3/2022

	Acres	Amount Requested
State Parks	N/A	N/A
State Wildlife Areas	16789	$21,924.38
TOTALS	**16789**	**$21,924.38**

County Commissioner:

Signature

Printed Name

Name & email address of person responsible for completing application

Vicki Hildreth, Deputy Assessor - Appraisal, vhildreth@gunnisoncounty.org

Impact Assistance Grant Application Form - WILDLIFE

County: Gunnison

Tax Year: 2021

WILDLIFE Parcel(s)/Schedule#(s): R002082, R045547

Tax Area: 100

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			$0.00
			$0.00
			$0.00
			$0.00
Irrigated Meadow	2	$110.00	$220.00
	14	$110.00	$1,540.00
			$0.00
			$0.00
Dry Farm			$0.00
			$0.00
			$0.00
			$0.00
Grazing			$0.00
			$0.00
			$0.00
			$0.00
Forest Ag			$0.00
			$0.00
			$0.00
			$0.00
Waste			$0.00
			$0.00
			$0.00
			$0.00
Total Acres	**16**	Combined Total	$1,760.00

Total Mill Levy for this Taxing Area: 51.83500000

Total WILDLIFE Amount Requested for this Taxing Area: $91.23

Impact Assessment Grant Application Form - WILDLIFE

County: Gunnison | Tax Year: 2021

WILDLIFE Parcel(s)/Schedule#(s): R004142, R004196, R014482

Tax Area: 400

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			$0.00
			$0.00
Irrigated Meadow			$0.00
			$0.00
			$0.00
Dry Farm			$0.00
Grazing	1	$30.00	$30.00
	2	$30.00	$60.00
			$0.00
			$0.00
Forest Ag			$0.00
			$0.00
Waste	2	$10.00	$20.00
			$0.00
Total Acres	**5**	Combined Total	$110.00

Total Mill Levy for this Taxing Area: 63.36300000

Total WILDLIFE Amount Requested for this Taxing Area: $6.97

Impact Assessment Grant Application Form - WILDLIFE

County: Gunnison

Tax Year: 2021

WILDLIFE Parcel(s)/Schedule#(s): R032643; R009654; R007138; R007139; R032617; R030914; R007292; R032826; R032827; R030917; R030916; R007246; R025285; R009667; R007105; R008369; R043520; R045546; R007385; R043713; R042903; R030551 (3701-000-00-140) R009669, R031623

Tax Area: 601

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated Meadow	135	$110.00	$14,850.00
	376	$90.00	$33,840.00
	295	$60.00	$17,700.00
	204	$110.00	$22,440.00
	4	$110.00	$440.00
	3	$60.00	$180.00
	180	$110.00	$19,800.00
	57	$60.00	$3,420.00
	237	$110.00	$26,070.00
	43	$110.00	$4,730.00
Grazing	10589	$20.00	$211,780.00
	1097	$10.00	$10,970.00
	142	$20.00	$2,840.00
	959	$10.00	$9,590.00
	171	$20.00	$3,420.00
	684	$20.00	$13,680.00
	546	$10.00	$5,460.00
	2	$10.00	$20.00
	160	$20.00	$3,200.00
	160	$10.00	$1,600.00
	143	$10.00	$1,430.00
	10	$10.00	$100.00
	3	$20.00	$60.00
	15	$10.00	$150.00
	40	$10.00	$400.00
	40	$10.00	$400.00
Waste	138	$10.00	$1,380.00
	14	$10.00	$140.00
	23	$10.00	$230.00
Total Acres	**16470**	Combined Total	$410,320.00

Total Mill Levy for this Taxing Area: 52.47200000

Total WILDLIFE Amount Requested for this Taxing Area: $21,530.31

Impact Assistance Grant Application Form - WILDLIFE

County: Gunnison

Tax Year: 2021

WILDLIFE Parcel(s)/Schedule#(s): R030915

Tax Area: 609

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			$0.00
			$0.00
			$0.00
			$0.00
Irrigated Meadow			$0.00
			$0.00
			$0.00
			$0.00
Dry Farm			$0.00
			$0.00
			$0.00
			$0.00
Grazing	238	$20.00	$4,760.00
			$0.00
			$0.00
			$0.00
Forest Ag			$0.00
			$0.00
			$0.00
			$0.00
Waste			$0.00
			$0.00
			$0.00
			$0.00
Total Acres	**238**	Combined Total	$4,760.00

Total Mill Levy for this Taxing Area: 50.69200000

Total WILDLIFE Amount Requested for this Taxing Area: $241.29

Impact Assistance Grant Application Form - WILDLIFE

County: Gunnison

Tax Year: 2021

WILDLIFE Parcel(s)/Schedule#(s): R015677, R014082, R014379

Tax Area: 617

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			$0.00
			$0.00
			$0.00
			$0.00
Irrigated Meadow			$0.00
			$0.00
			$0.00
			$0.00
Dry Farm			$0.00
			$0.00
			$0.00
			$0.00
Grazing	1	$30.00	$30.00
	17	$30.00	$510.00
			$0.00
			$0.00
Forest Ag			$0.00
			$0.00
			$0.00
			$0.00
Waste	42	$10.00	$420.00
			$0.00
			$0.00
			$0.00
Total Acres	**60**	Combined Total	$960.00

Total Mill Levy for this Taxing Area: 56.85800000

Total WILDLIFE Amount Requested for this Taxing Area: $54.58

Gunnison County Assessor's Office

Memo

To: Katherine Haase

From: Vicki Hildreth

Date: February 3, 2022

Re: Impact Assistance Grant Application

I have prepared the Impact Assistance Grant Application to be submitted to Colorado Parks and Wildlife. **The application requires one County Commissioner name and signature. This application must be received by the Colorado Parks and Wildlife by March 4th, 2022.** Applications received after this date will not be processed.

Please mail the signed application to:
Colorado Parks and Wildlife
Real Estate Section
Attn: Krista Frank, IAG Application
6060 Broadway
Denver, CO 80216

Once the signed original application has been mailed to CPW, please return a copy of the signed application to both the Assessor's Office and the Treasurer's Office.

Complete information about the application can be found at:

https://cpw.state.co.us/aboutus/Pages/LandWaterImpactAssistance.aspx

Here are some of the specifics about the application:

The following information is required to be mailed by US mail for the application to be accepted by the CPW:

1) *On the Cover Page:*
   a) *Date*
   b) *One County Commissioner name & signature*
   c) *Name and Email address of person filling out the application*
2) *On the Applications:*
   a) *Parcel(s)/Schedule(s) #'s*
   b) *Assessed Value Per Acre*
   c) *Mill Levies*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Submission; Rocky Mountain Health

Action Requested: Discussion

Parties to the Agreement: Rocky Mountain Health Foundation

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

Summary:

This Grant was submitted before approval through Laserfische.

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/10/2022

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

Simple Gift Application

Please complete all required fields.

You can save as a draft and return later to complete by clicking "Save Draft" at the bottom of the page.

When you are ready to submit this step, please click the blue "Mark Complete" button at the bottom of the page.

Simple Gifts Grant Application

Instructions:

- If you have questions or need help completing the application, please contact us at 970-644-8188.

ORGANIZATION INFORMATION

Legal Name of Organization

Colorado Division of Veterans Affairs, Veteran Services, Gunnison County

Preferred Name of Organization:

9-digit FEIN

Requested format: xx-xxxxxxx

84-6000770

Website

https://www.gunnisoncounty.org/910/Veterans-Service-Officer

What is the amount of your current organization budget:

$14,000

What is the amount of your request? Please round to the nearest thousand. (ex. $6000, not $5700)

$10,000

What is your organization's mission?

The GCVSO assists any resident of the state of Colorado who is a veteran or legal representative thereof, by the filing of claims for benefits which such person may be or may have been entitled to receive under US law or the state of Colorado by reason of such service.

Who does your organization serve?

Gunnison County citizens who are US Military veterans or legal representatives of (spouse, children, family member). According to US Census and Dept of VA data, approximately 900 military veterans reside in Gunnison County. The vast majority being Vietnam or Korean War era, however a growing number are of recent wartime service, Operation Enduring Freedom, Afghanistan, Operation Iraqi Freedom, and Operation New Dawn, which refers to a counter insurgency period of fighting in both Iraq and Afghanistan. The federal government has historically financed different benefit levels to veterans based upon legally defined wartime service.

What services/activities do you provide?

Access to healthcare interventions in a highly rural setting, lacking access to most Dept. of Veterans Affairs funded health interventions and more than 90 minutes away (one way) from the nearest VA outpatient clinic. The focus of our service offerings centers around evidence based health practices which may enhance the quality of life for veterans living in south central Colorado. Rural veteran health scholarships may be awarded up to $500.00 per veteran, per calendar year, with the exception of licensed mental health care for which the veteran may be awarded up to $1000.00 per calendar year. Evidence based practices which may be awarded scholarships include:

Adaptive Sports
Chiropractic care
Massage
Acupuncture
Yoga
Tai Chi
Meditation
Biofeedback
Guided Imagery
Hypnosis
Art Therapy
Light Therapy

Health Coaching (American Council on Exercise certified) led by certified instructors and trainers in partnership with Western Colorado University's "Wellness Elevated" 12 week, supervised clinical fitness program.

What results do you expect to see?

Increased numbers of rural dwelling military veterans empowered to better understand and define what "self-care" means to them. Facilitating access to evidenced based healthcare services for rural veterans will educate and motivate greater engagement in healthcare and improvements in well-being. Decreases in general substance use, particularly opioids, is an ongoing community goal and users of the DVA whole health options who suffer from chronic pain report reductions in the need for pharmaceutical pain management. Improving rural veterans self management skillsets may enhance positive outcomes for the community such as higher rates of employment, increased healthcare engagement and reductions of incarceration.

How many people will you serve?

50

What counties will you directly impact? Check all that apply.

Gunnison

Gunnison - estimate the number of people served

50

In the boxes below, please ESTIMATE the percentage of people served in each of these ethnicity/race categories. The total should equal 100%. *Why do we ask this question? Equity – the equality of outcome -- is one of the Foundation's core values. We support equity by identifying and helping to eliminate disparities that keep people from a healthy life. One indicator we consider is the demographic profile of the people you serve and especially how it compares to the ethnic profile of the community. Preference will be given to organizations that collect and use demographic data.*

Asian/Asian American %

1

Black/African American %

1

Hispanic, Latinx, or Spanish Origin %

3

Indigenous peoples %

1

Middle Eastern/North African %

1

Multiracial People %

3

White/European %

90

Unknown %

0

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Department of Military and Veterans Affairs, 2022-

Action Requested: Discussion

Parties to the Agreement: Department of Military and Veteran Affairs

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

Summary:

Application to enhance whole health system of care intervention for vets through the Department of Military and Veteran Affairs. Needs Review/Approval

Fiscal Impact: 30,000

Submitted by: Blair Burgess **Submitter's Email Address:** Bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/10/2022

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
Division of Veterans Affairs
6848 S. Revere Parkway
Centennial, Colorado 80112
Phone (720) 628-1480

2022-2023 VAG Grant Application Form

Legal Name of Organization:

Gunnison County Veteran Services

DBA (if applicable):

Mailing Address (include physical address if different):

Gunnison County VSO

220 N. Spruce St

Gunnison, CO 81230

Phone: 970-641-7919 **Fax:** **EIN:** 84-6000770

Website: https://www.gunnisoncounty.org/910/Veterans-Service-Officer

Organization Email Address: sotero@gunnisoncounty.org

Name of Authorized Representative: Stephen Otero

Title of Authorized Representative: Veteran Services Officer

Phone: 9706417919 **Email:** sotero@gunnisoncounty.org

Program Contact (person responsible for the day to day operation of program or services to be funded)**:**

Stephen Otero

Contact Title: Gunnison County Veteran Services Officer

Phone: 713-823-5828 **Email:** sotero@gunnisoncounty.org

Amount of Request **$30,000.00** **Amount Awarded** **$**

Organization Information

Mission Statement:

The Gunnison County Veteran Service's officer assists any resident of the state of Colorado who is a veteran, or their surviving spouse, administrator, executor, guardian, conservator, or heir of any said veteran, or any other person who may have proper claim, by the filing of claims for insurance, pensions, compensation for disability, hospitalization, vocational training, or any other benefits which such person may be or may have been entitled to receive under the laws of the United States or the state of Colorado by reason of such service. We work to connect veterans to mental, physical, and spiritual health services within our community.

Geographic Area Served (specific to this proposal)**:**

Gunnison County, the 5th largest county in Colorado by geographic region.

(Briefly) Describe what the grant will be used for:

The Gunnison County Veteran Service's officer requests funding of this grant to enhance the whole health system of care intervention offerings in a highly rural, yet robust community of military veterans residing in Gunnison County. GCVSO is calling this project work the "Gunnison County Rural Veterans Health Initiative." Mental and physical health interventions within the complementary and integrative health approaches offered by the USDVA have been evaluated as part of Congresses 2016's Comprehensive Addiction and Recovery Act with usage of whole health services increasing by more than 211% amongst veterans with mental health diagnoses, 272% amongst veterans with chronic conditions, and 193% amongst veterans with chronic pain. By funding the GCVSO's application, increasing numbers of veterans within the community will gain access to complementary and integrative health options, with the overall goal of increasing self-directed care, reducing perceived stress, and enhancing overall well-being. Emergency funds, mental health intervention funds, and whole heath funds will be the primary funding opportunities delivered to veterans within the community. Gunnison VSO is following DVA's model for care in rural areas.

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge and indicates an agreement to accept the terms and conditions of the grant award.

Stephen Otero, Gunnison County Veteran Services Officer

Typed Name of Authorized Representative/Title

Signature of Authorized Representative **Date**

2022-2023 VAG GRANT APPLICATION NARRATIVE

I. **Organization description**

a. Gunnison County Veteran Services (GCVS) is a county government led effort to support and advocate for US military veterans' earned benefits which include whole health support services within the 5th largest county by geographic region in the state of Colorado.

b. GCVS provides access to funded medical interventions within the realm of whole health services as defined by the DVA. Each selected category of intervention is an evidence-based practice, promoted within the national VA healthcare system as well as the active duty wounded warrior programs. The goal is to model a rural community health program after the federal health care systems which military veterans and families are enculturated into while actively serving.

II. **Statement of need**

a. According to a combination of US Census and Dept of VA data, approximately 950 military veterans reside within Gunnison County. Within the previous four years, approximately 200 military veterans annually have utilized local medical services within the Gunnison Valley Hospital system. Primary care, general surgery, physical therapy, dry needling, pain management, and case management services are the predominant health services utilized, limited by specialist and provider availability. Currently, Gunnison County, like many counties across the state of Colorado, is facing a crisis of provider availability, combined with provider reduction in payment options for services. Multiple healthcare providers within Gunnison County are struggling to manage offices due to numerous societal factors which are prohibiting growth and enhanced service delivery. The relationships between the contracted VA referral providers and local physicians are tenuous at best.

b. While the Grand Junction VA and Montrose CBOC are regionally available, the 90-minute drive (on average, one way) combined with weather can be entirely treacherous when attempting to seek healthcare. Road construction projects on Highway 50 also add to the struggle to seek direct DVA care. Heading eastbound is also lengthy and a physically arduous journey for many senior or low-income veterans. Mobile healthcare may fill specific, case by case care gaps, however it is difficult to solicit to the most vulnerable veterans who may also have unique healthcare education needs. Funding this grant effort will ensure the current and next generations of veterans residing within Gunnison County have the best fighting chance at true whole health education and equitable community health sources of strength. Healthcare starts at home and Gunnison County wants to ensure a strong foundation for veteran families.

III. **Partnerships** – Local agencies available to assist within Gunnison County are aware and supportive of the Gunnison County Veterans Rural Health Initiative and ready to assist

with the promotion and access to these funds for the respective purposes listed throughout this funding request. The Gunnison Valley Healthcare system, Crested Butte Center for The Arts, The Adaptive Sports Center of Crested Butte, Mountain Roots Community Food Project, Gunnison County Senior Care Center, as well as several individual health service providers are all willing and able to assist with filling health and wellness related service gaps created by rural living. Each respective provider is willing to refer veterans to Gunnison County Veteran Services to gain access to health and wellness scholarships.

IV. **Program or project description**

a. Gunnison County Veteran Services is uniquely positioned as the single comprehensive veteran services provider in a mountainous rural area and works to serve approximately 120 veterans annually. GCVS are rapidly evolving as challenges in the veteran community evolve and staff can provide services.

b. Each selected category of health and wellness intervention is an evidence-based practice, promoted within the national VA healthcare system as well as the most current active duty wounded warrior programs. Peer reviewed research articles for reference will be made available at funders request. GCVS's goal is to model a rural community health program after the currently offered federal health care systems which military veterans and families are enculturated into while actively serving.

Mental Health: $100.00 per session, up to ten (10) sessions sponsored in partnership with the Gunnison Valley Hospital and CB State of Mind nonprofit which manages a roster of licensed counselors, psychologists, and social workers throughout the Gunnison Valley. Numerous providers are no longer working with the VA or Medicaid systems, placing strain on an already diminished mental health workforce. This is an intervention which may qualify a veteran to receive up to $1000.00 in value per calendar year.

Arts and Humanities: Cultural, informative, immersive, arts and humanities based experiential education scholarships are authorized at $500.00 per veteran, per experience. Up to $500.000 authorized per veteran per calendar year.

Adaptive Sports: $50.00 per session, per veteran. Up to 10 sessions per season authorized upon verification of attendance of initial five (5) sessions. Up to $500.00 per veteran per calendar year.

Yoga: 10 session pass $100.00. Upon review and confirmation of participant attendance, up to one (1) annual pass valued at $500.00 may be authorized at any of the community providers. One (1) pass per veteran per calendar year.

Massage: $100 per session of massage or other neuromuscular bodywork. Up to $500 in total per veteran per calendar year.

Acupuncture/Dry Needling/Physical Therapy: $50.00 per session, per veteran. Up to 5 sessions funded initially for all new scholarships. This is an intervention which may qualify a veteran to receive up to $1000.00 in value per calendar year.

Senior Services: Initial application up to $500.00 per veteran residing at Gunnison Valley Health Senior Care Center per year towards health and wellness related services available through the center or affiliated staff. This is an intervention which may qualify a veteran to receive up to $1000.00 in value per calendar year. This may NOT be combined with other services in order to limit the maximum potential benefit per veteran to $1,000.00 per calendar year.

Emergency Fund: Up to $250.00 per veteran, per calendar year, upon consultation with GCVSO and county health and human services personnel. Case by case approval based solely upon verification of immediate financial need. Heating (energy), gas (vehicle or home), rental, and medical travel funds.

Mountain Roots Food Project Partnership, **Container Farms Paid Leadership Internship**: One 0.5FTE at $18/hr for 18 months. The total costs for this are around $31,000. ($27,540 in wages and $3,350 in fringe at 12%) GCVSO requests $5000.00 authorized for partial funding of paid internship for selected veteran. Mountain Roots, other grant funds, and community partners will assist with filling funding gaps for the selected veteran.

c. Depending upon funding allocation, the estimated number of veterans to be served ranges from 25 to 100. Upon advertisement of scholarship available, GCVS expects an influx of applicants.
d. On average, GCVSO has routinely served 120 veterans per calendar year via casework, benefits education, or other adjunct services. With new funding allocations, the quality of these services may be uniquely improved and more comprehensive which will contribute to increases in health and wellness support and education access.

V. **Evaluation and outcomes**

a. Each of the services provided by funding this application will serve to enhance the resiliency and strength of rural dwelling veterans more than 90 minutes away from VA services. The Dept of VA's publicized "Whole Health System" provides rural communities a model which to follow to increase access to mental and physical healthcare services as well as reduce substance use disorder, reduce negative interactions with local law enforcement and promote prosocial behaviors. Data will be collected via feedback forms as well as the 10 item "Perceived Stress Scale" (Cohen, 1983), which will be issued to veterans upon access to services as well as

follow-up periods of 90- and 180-days post intervention service. Trend analysis will occur quarterly to best target advertisement to the population and potentially adjust service delivery priorities with fluidity.

b. Outputs will be measured in total served as well as unduplicated veteran's month over month. Each veteran will have additional case notes created (VetraSpec) related to health and wellness access to ensure transparency of local veteran use of programs.
c. Gunnison County Veteran Services will willingly participate in any evaluation efforts of the Colorado Division of Veteran Affairs. Gunnison County Veteran Services is eager to invite additional rural veteran intervention oversight to more accurately measure veteran community outcomes.

2022-2023 VAG GRANT

Budget and Budget Narrative
For Gunnison County Rural Veteran's Health Initiative

	TOTAL
Mental Health	
10 Veterans @ $100/session x 5 sessions	$5,000
For mental health therapy not available through the VA	
Arts/Humanities	
5 Veterans @ $500 each	$2,500
For therapeutic arts/humanities education/experience not available through VA	
Adaptive Sports	
5 Veterans @ $500 each	$2,500
For sports related instruction not available through the VA	
Yoga	
5 Veterans @ $500 each	$2,500
For yoga instruction not available through the VA	
Massage	
6 Veterans @ $500 each	$3,000
For massage or bodywork not available through the VA	
Acupuncture/Dry Needling/PT services	
5 Veterans @ $1000 each	$5,000
For PT clinic services, dry needling/acupuncture not available through the VA	
Senior Services	
12 Veterans @ $1,000 each	$12,000
For senior citizen health services provided in care facility not contracted by the VA	
Emergency Fund 10 Veterans @ $250/each	$2,500
Aid with emergent needs including travel, heating/energy bills or other one-time assistance needs. Second requests result in referral to Gunnison County HHS for further financial counseling and assistance.	
Mountain Roots Food Project Partnership, Container Farms Paid Leadership Internship	
One 0.5FTE at $18/hr for 18 months. Total costs for this are around $31,000. ($27,540 in wages and $3,350 in fringe at 12%) GCVSO requests $5000.00 authorized for partial funding of paid internship for selected veteran. Mountain Roots, other grant funds, and community partners will assist with filling funding gaps for the selected veteran. Veteran will leave this internship with the skills to fully operate a container farming business.	$5,000
Total Request	**$40,000**

All scholarship opportunities are authorized on a case-by-case basis upon consultation with the GCVS and any allied health providers which may be referring agencies. Further, all health scholarship funds are exchanged via check, delivered via Gunnison County, upon approval of GCVS and service provider.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Great Outdoors Colorado Fellowship Grant; Reso

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Resolution of support for GOCO Fellowship grant (already awarded to County)

Fiscal Impact: 150000

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/8/2022

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

Comments:
CAO should review the grant agreement before it is executed. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 2/10/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2022 - ___

A Resolution Supporting the Fellowship Program with Great Outdoors Colorado and Western Colorado University

WHEREAS, the Gunnison County Board of Commissioners supports the Great Outdoors Colorado Fellowship Program submitted on behalf of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee and Western Colorado University. Gunnison County supports the completion of the project.

WHEREAS, Gunnison County has requested $150,000 from Great Outdoors Colorado to support a 2-year Fellowship managed by Gunnison County and Western Colorado University staff.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS THAT:

1. The Gunnison County Board of Commissioners strongly supports the program with Great Outdoors Colorado.
2. The Gunnison County Board of Commissioners strongly supports the completion of the Fellowship.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. The Gunnison County Board of Commissioners recognizes that as the recipient of a Great Outdoors Colorado Local Government grant the project site(s) must provide reasonable public access.
5. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with Great Outdoors Colorado.

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 _____, 2022.

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: Solar Power Facility Site License Agreement; Pivot

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Site license agreement to allow the lease of the roof space on the covered parking for a solar array.

Fiscal Impact: 0

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
$100/year rent paid to County.

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 2/8/2022

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 2/10/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2022

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/15/2022

Revised April 2015

SOLAR POWER FACILITY SITE LICENSE AGREEMENT

This Solar Power Facility Site License Agreement (the "License") is made and entered into as of [ ], 2022 (the "Execution Date"), between Gunnison County, a County of the State of Colorado, ("Licensor"), and Pivot Energy Commercial Solar LLC, a Colorado limited liability company ("Licensee").

OPERATIVE TERMS

In consideration of the mutual covenants and agreements set forth in this License, Licensor and Licensee agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this License, the following terms shall have the following meanings:

"Affiliate" means, when used in reference to a specified Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.

"Attorneys' Fees" means reasonable attorneys' and court fees and costs incurred by a Party, including attorneys' and court fees and cost for trial and appellate proceedings.

"Base Rent" has the meaning set forth in Article 4.1.

"Casualty" has the meaning set forth in Article 11.

"Commercial Operation Date" has the meaning set forth in Article 3.1.

"Due Diligence Period" has the meaning set forth in Article 3.2.

"Event of Default" has the meaning set forth in Article 19.1.

"Execution Date" has the meaning set forth in the introductory paragraph of this License.

"Extension Term" has the meaning set forth in Article 3.4.

"Force Majeure" means events or circumstances, whether foreseen or unforeseen, beyond the reasonable control and not the fault of a non-performing Party, including (i) acts of God, (ii) sabotage, riots or civil disturbances, strikes or similar labor difficulties, (iii) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similar occurrence, (iv) war or acts of terrorism affecting the Property, (v) epidemic, pandemic, diseases, quarantines or travel bans change of law, (vi) imposing regulatory burden or prohibition upon Licensee, (vii) withdrawal of required governmental authorizations or permits, (viii) damage to or breakdown of necessary facilities or transportation delays or accidents, (ix) acts of vandalism, (x) requirement by a utility that a Solar Power Facility discontinue operation for any reason, (xi) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, (xii) any other action by any governmental authority which prevents or prohibits the Parties from carrying out the respective obligations under this License; provided, however, "Force Majeure" shall not include economic hardship or inability to obtain financing of either Party.

"Governmental Approvals" has the meaning set forth in Article 5.

"Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Laws.

"Indemnified Party" has the meaning set forth in Article 10.1.

"Indemnifying Party" has the meaning set forth in Article 10.1.

"Initial Term" has the meaning set forth in Article 3.1.

"Laws" means all laws, ordinances, and regulations applicable to the Property, the Premises, or any Solar Power Facility now or hereafter enacted by any federal, state, or local governmental or quasi-governmental body.

"Lender" shall mean any Person providing financing for the construction and/or operation of the Solar Power Facilities.

"Parties" means Licensor and Licensee.

"Party" means Licensor or Licensee.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

"Premises" has the meaning set forth in Article 2.1.

"Property" has the meaning set forth in Article 2.1.

"Schedule Term" has the meaning set forth in Article 3.4.

"Security Instrument" has the meaning set forth in Article 16.1.

"Security Interest" has the meaning set forth in Article 14.1(a).

"Solar Power Facilities" or "Solar Power Facility" means collectively or individually one or more electricity grid-connected photovoltaic, solar power plants and other equipment and facilities to be constructed, installed and maintained by Licensee. For avoidance of doubt, Solar Power Facilities or Solar Power Facility does not include structure, real property or any equipment or infrastructure installed or maintained by Licensor.

"Term" has the meaning set forth in Article 3.4.

ARTICLE 2
GRANT OF LICENSEHOLD AND SOLAR RIGHTS

2.1 Grant of License Interest. In consideration of the mutual covenants and agreements set forth in this License, Licensor hereby grants and demises to Licensee, to the local electric utility (the "Utility"), and to Licensee's agents, employees, contractors and assignees an exclusive, irrevocable license to those certain premises described on the attached Exhibit B (the "Premises") to perform the Operations (as defined below) during the Term and any Extension Term. Licensor and Licensee acknowledge that Exhibit B may be modified after construction of the Solar Power Facility based on as-built drawings reflecting changes required prior to or during construction and may be surveyed at Licensee's option and cost. The Premises are located on that certain parcel of real property owned by Licensor and more particularly described on Exhibit A (the "Property") and Licensor hereby grants to Licensee a non-exclusive License for ingress and egress across and over the Property to access the Premises to perform the Operations during the Term and any Extension Term. Licensee shall have the exclusive right to occupy and use the Premises (i) to construct, operate and maintain the Solar Power Facilities, (ii) for solar energy conversion, (iii) for the collection and transmission of solar generated electric power, and (iv) for related and incidental purposes and activities (collectively, the "Operations"). Licensee shall perform its Operations in compliance with all applicable Laws.

2.2 Exclusive Right to Solar Resources. Licensee shall have the sole and exclusive right to convert all of the solar resources of, and to conduct Operations on, the Premises. Licensor shall not grant any rights in the Property purporting to permit others to conduct Operations on the Property in derogation of Licensee's sole and exclusive rights and privileges hereunder. Without the prior written consent of Licensee, Licensor shall not (i) waive any right available to Licensor or grant any right or privilege subject to the consent of Licensor by law or contract, including without limitation any environmental regulation, land use ordinance or zoning regulation, with respect to setback requirements, or other restrictions and conditions respecting the placement of the Solar Power Facility on the Premises or (ii) grant, confirm, acknowledge, recognize or acquiesce in any right claimed by any other Person to conduct Operations on the Premises, and Licensor agrees to give Licensee notice of any such claims and to cooperate with Licensee in resisting and disputing such.

2.3 Laydown Area License. In further consideration of the mutual covenants and agreements set forth in this License, Licensor hereby grants to Licensee, for no additional consideration and for the period of construction of the Solar Power Facility, a license to use the area shown on Exhibit C as laydown area.

2.4 Signage. Licensor shall grant to Licensee an irrevocable license during the Term of this License to display reasonable signage at a location to be agreed to between Licensor and Licensee. The signage shall be subject to the reasonable approval of Licensor.

ARTICLE 3
TERM; CONDITIONS PRECEDENT

3.1 Term. The initial term ("Initial Term") of this License shall begin on the Execution Date and shall expire on the twenty-fifth (25th) anniversary of the commercial operation date of the Solar Power Facility (the "Commercial Operation Date")., as such date is determined in the Solar Power Purchase Agreement executed January 11th, 2022, by and between the City of Gunnison, a home-rule municipality, and Licensee (as amended, restated, supplemented or otherwise modified from time to time, (the "PPA"). Additionally, any term renewal that occurs under the PPA will automatically result in a renewal of an

additional term of this License for the same time period. To the extent necessary, this Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination provisions set forth in this Agreement.

3.2 **Conditions Precedent**. In the event that Licensee is not able to satisfy the conditions precedent set forth below, and elects not to waive any conditions precedent not so achieved, by the date which is one hundred eighty (180) days after the Execution Date (such 180-day period being the "Due Diligence Period"), Licensee shall be entitled to terminate this License, and neither Party shall have any obligation or financial liability to the other Party as a result of such termination. If Licensee does not terminate this License by the expiration of the Due Diligence Period, Licensee will be deemed to have waived its right to terminate under this Article 3.2. The conditions precedent are as follows:

a) Licensee obtaining all Governmental Approvals (as defined in Article 5), on terms and conditions reasonably acceptable to Licensee;

b) Licensee obtaining an interconnection agreement from the City of Gunnison on terms and conditions reasonably acceptable to Licensee;

c) Licensee completing engineering reviews, real property diligence (including title and encumbrances review), and site assessments (including environmental, structural and geotechnical), and Licensee being satisfied, in its sole discretion, of the results of such reviews and assessments; and

d) Licensee shall have determined, in its sole discretion, that the steel support structure comprising the Premises is built in a manner sufficient for supporting the System.

3.3 It is acknowledged and agreed that, notwithstanding anything in this License or under applicable Laws to the contrary, (a) the Term (as defined below) of this License shall be coterminous with the PPA, and (b) other than as expressly provided herein, Licensor shall have no right to terminate this License or any of the rights granted hereunder prior to the expiration or termination of the term of the PPA.

3.4 Licensee and Licensor shall have the right and option to extend the Initial Term for two separate extension terms of [five (5) years each] (each, an "Extension Term", and together with the Initial Term, the "Term") in accordance with the PPA, upon mutual agreement of the Parties. The rent owed for each Extension Term shall be calculated at the time of the request for an Extension Term and shall be negotiated by the Parties. Neither Party is obligated to enter into an Extension Term. Notice of intention to enter into an Extension Term must be conveyed by delivering written notice intention to extend the Term not less than ninety (90) days prior to the expiration of the Initial Term, or the first Extension Term, as applicable.

3.5 Notwithstanding anything to the contrary contained in Article 3.2 above, in the event that Licensee is unable to satisfy the conditions precedent by the conclusion of the Due Diligence Period, and that failure is due to the action or inaction of Licensor, then, in addition to Licensee's ability to terminate this License, Licensee shall also be entitled the reimbursement of its reasonable, documented expenses incurred prior to expiration of the Due Diligence Period.

ARTICLE 4
RENT

4.1 Base Rent. In consideration of the mutual agreements, covenants, and other consideration set forth in this License, Licensee shall pay Licensor, as base rent ("Base Rent"), the amount of One Hundred Dollars ($100.00) for each year of the Term. Base Rent shall be payable by Licensee to Licensor on the first (1st) business day after the Commercial Operation Date of the Solar Power Facility and on each anniversary of the Commercial Operation Date thereafter.

4.2 Property Taxes. Licensor shall be responsible for and shall timely pay before the same becomes delinquent, all real and personal property taxes that shall become imposed on, or arise in connection with, the Premises. Licensee shall pay all personal property taxes, or assessments, levied or assessed against the Solar Power Facilities and any of Licensee's other personal property, including trade fixtures, located on the Premises. Licensee shall also pay applicable federal and state income tax assessed against moneys received for the operations.

ARTICLE 5
APPROVALS

After the Execution Date, Licensee shall undertake to secure all material permits, licenses, certificates, authorizations and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state, or local authorities, for the use of the Premises by Licensee for the Operations. Licensor shall cooperate with Licensee in Licensee's effort to obtain such Governmental Approvals and shall take no action which would adversely affect the status of the Property with respect to the Operations by Licensee.

ARTICLE 6
MAINTENANCE AND REPAIR

6.1 Licensee's Obligations During Construction. Licensee or its contractor shall, at Licensee's sole expense, use commercially reasonable means to construct the Solar Power Facility in a good, workmanlike and timely manner and fully in accordance with Prudent Industry Standards. "Prudent Industry Standards" means the practices, methods and acts engaged in or approved by a significant portion of the commercial and industrial solar energy industry that, at a particular time, in the exercise of reasonable judgment in light of the facts which were known or which reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Licensee shall carry, or cause its contractor to carry, insurance meeting the standards set forth in Article 9.1 below during the period of construction and installation of the Solar Power Facility. Licensee warrants that all of its contractors constructing and/or installing the Solar Power Facility will be adequately qualified and experienced to complete the Solar Power Facility as contemplated by this Article 6.1.

6.2 Licensee's General Obligations. Licensee shall, at Licensee's sole expense, operate and maintain the Solar Power Facility in good order, condition and repair, including the ongoing costs of capital repairs and replacements, subject to Licensee's commercially reasonable direction.

6.3 Maintenance of the Premises. Licensee shall be responsible for all repairs and alterations in and to the Solar Power Facility and Premises, the need for which arises out of (i) Licensee's use or occupancy of the Premises, (ii) the installation, removal, use or operation of the Solar Power Facility (unless caused by the negligence or wrongful action or inaction of Licensor and/or its employees, contractors, invitees or agents), (iii) the moving of equipment to or from the Premises, or (iv) the act, omission, misuse

or negligence of Licensee and/or its employees, contractors, invitees or agents. Except in the case of a *bona fide* emergency, Licensee shall provide Licensor notice of any planned repair or maintenance of the Solar Power Facility at least one (1) business day prior to the repair or maintenance. The notice provided pursuant to this Section may be delivered by e-mail or by an answered telephone call.

6.4 Licensor's General Obligations.

a. Maintenance of Premises. Licensor shall, at all times at Licensor's sole cost and expense, maintain the Premises, excluding the Solar Power Facility, in good condition and repair and in a manner sufficient to support the Solar Power Facility. Regardless of whether maintenance and repairs are made in the ordinary course or in an emergency, all maintenance and repairs shall be carried out in a manner that minimizes the impact on the Solar Power Facility. Damage to the Premises which impacts the Solar Power Facility shall be repaired as promptly as is reasonably possible. Licensor is fully responsible for the maintenance and repair of the Premises' electrical system (except for the Solar Power Facility, which will be maintained by Licensee) and of all of Licensor's equipment that utilizes the Solar Power Facility's outputs. Licensor shall promptly notify Licensee of any matters of which it is aware pertaining to any damage to or loss of use of the Solar Power Facility or that could reasonably be expected to adversely affect the Solar Power Facility. Licensor shall maintain in good working order and available at all times, its connection and service contract(s) with the Utility.

b. No Alteration of Premises. Licensor shall not make any alterations or repairs to the Premises, including the steel support structures, which could adversely affect the operation and maintenance of the Solar Power Facility without Licensee's prior written consent. Licensor shall be responsible for all damage to the Solar Power Facility caused by Licensor or its contractors. To the extent that temporary disconnection or removal of the Solar Power Facility is necessary to perform such alterations or repairs, such work and any replacement of the Solar Power Facility after completion of Licensor's alterations and repairs, shall be done by Licensee or its contractors at Licensor's cost.

6.5 Health and Safety. Licensor and Licensee shall comply with all applicable Laws pertaining to the health and safety of persons and real and personal property and shall take all necessary and reasonable safety precautions in performing its respective obligations under this License. Licensor and Licensee shall immediately report to each other any death, loss time, injury, or damage to the other's property that occurs within the Premises.

ARTICLE 7
SURRENDER OF PREMISES; REMOVAL OF EQUIPMENT

At the end of the Term, Licensee shall surrender the Premises and remove the Solar Power Facilities at its sole cost and expense (other than if such termination and removal is as a result of default by Licensor) within one hundred eighty (180) days after the end of Term and shall return the Premises to its original condition, ordinary wear and tear excepted.

ARTICLE 8
DISCRIMINATION AND IMMIGRATION & ADA COMPLIANCE

8.1 Discrimination. The Licensee agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Licensee shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices.

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

8.2 Immigration Compliance Certification.

a. Licensee certifies that Licensee does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Licensee certifies that Licensee has required its sublicensees to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Licensee certifies that it has attempted to verify the eligibility of its employees and sublicensees to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Licensee agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Licensee agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

8.3 ADA Compliance.

The Licensee represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Licensee, or be subjected to any discrimination by the Licensee upon which assurance Gunnison County relies.

ARTICLE 9
INSURANCE

9.1 Insurance Requirements. Licensor and Licensee shall each maintain, during the Term, the insurance coverages set forth on the attached Exhibit D.

ARTICLE 10
INDEMNIFICATION; LIMITATION OF LIABILITY

10.1 Indemnification. Subject to Article 10.3 below, Licensee and, to the extent the Colorado Governmental Immunity Act (the "CGIA") is not applicable, Licensor (each, an "Indemnifying Party") shall indemnify the other Party, its employees, directors, officers, managers, members, shareholders, subsidiaries and agents (each, an "Indemnified Party") against all liabilities, losses, lawsuits, penalties, claims, settlement payments, costs and expenses, interest, awards, judgments, damages, fines or demands (including the Attorneys' Fees on account thereof, collectively, the "Liabilities") arising out of or related to the Indemnifying Party's (a) material breach of any covenant, obligation, representation, or warranty set forth in this License and/or (b) gross negligence or willful misconduct. An Indemnified Party shall notify

the Indemnifying Party promptly of any written claims or demands against the Indemnified Party for which the Indemnifying Party is responsible hereunder. The foregoing indemnity shall be in addition to and not in lieu of any other indemnity obligations provided by law. The indemnity provided in this Article 10 also shall apply to the successors and permitted assigns of the Indemnified Party. This Article 10 shall survive the termination of this License.

10.2 Environmental Indemnification. Licensee acknowledges that on or about June 2, 2017, Licensor received a Categorical Exclusion from certain Environmental Orders issued by the United States and particularly the Federal Aviation Administration. Licensee shall indemnify, defend and hold harmless all of Licensor's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined below) to the extent deposited, spilled or otherwise caused by Licensee or any of its contractors or agents; provided, that, Licensee's indemnity shall not apply to deposits or spills to the extent those deposits or spills are exacerbated due to the actions or inactions of Licensor. To the extent permitted by law, Licensor shall indemnify, defend and hold harmless all of Licensee's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, or below the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Licensee or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

> "Hazardous Substance" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any Environmental Laws, (B) which is declared to be hazardous, toxic, or polluting by any governmental authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any governmental authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any governmental authority, or (E) for which remediation or cleanup is required by any governmental authority.

10.3 Limitation on Liability. Except as otherwise provided in this License, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort or any other legal theory.

ARTICLE 11
CASUALTY

In the event the Solar Power Facility shall be damaged or destroyed by fire or other casualty, Licensee shall, within sixty (60) days of the date of such damage, commence to repair or reconstruct the Solar Power Facility and diligently prosecute such repairs or reconstructions to completion. In case any damage or destruction occurs during the last five (5) years of the Initial Term or during the any Extension Term or if the damage is to the extent of fifty percent (50%) or more of the insurable assets, Licensee, at its option upon written notice to Licensor after the occurrence of such damage or destruction, may elect to terminate this License as of the date of said damage or destruction; provided, however, that if Licensee elects to terminate, then Licensee shall remove all debris and restore the Premises to the condition to which it existed prior to the commencement of the License, ordinary wear and tear excepted.

ARTICLE 12
[RESERVED]

ARTICLE 13
ASSIGNMENT

Licensee may assign this License, or any right hereunder, without Licensor's consent, to any subsidiary of Licensee and/or to any Lender deemed necessary by Licensee for the financing of the Solar Power Facility; provided, that Licensee shall give notice to Licensor of any such assignment as soon as practicable thereafter. If Licensee assigns this License or its rights hereunder to a Lender, Licensor shall execute any consents reasonably required by such Lender to effect an assignment of the License as collateral, and if requested by such Lender, shall provide such notice and cure rights with respect to Licensee defaults as such Lender may reasonably request.

ARTICLE 14
LICENSEE FINANCING

14.1 Licensor acknowledges that Licensee may be financing a part or all of its capital requirements for the installation of the Solar Power Facility and its operation and maintenance with a Lender. Licensee may choose the manner of financing the Solar Power Facility and the financing parties in Licensee's sole discretion. The transaction costs and repayment of any such Licensee financing shall be borne entirely by Licensee.

a) Licensee may assign and transfer as security to any Lender all of the interest, rights and remedies of Licensee in, to and with respect to this License or with respect to the Solar Power Facility. Such security may be the granting of a first priority or purchase money security interest (a "Security Interest") in the Solar Power Facility that will be perfected by a filing under the Uniform Commercial Code as adopted in the State of Colorado. Licensor consents to such filings, except nothing in this Agreement authorizes Licensee to create, assign or transfer a security interest or lien in any property owned exclusively by Licensor or in Licensor's property wholly unrelated to the Solar Power Facility.

b) Licensor shall place its successors and assigns on notice of the ownership of the Solar Power Facility by Licensee and the interest of any Lender therein, the existence of the Security Interest, and the fact that the Solar Power Facility is not part of the Property or a fixture thereof, as necessary and appropriate to avoid confusion or adverse claims.

c) Licensor shall provide all reasonable assistance to Licensee to help Licensee consummate financing of the Solar Power Facility by any Lender. Licensor shall use its best efforts to obtain any lien waivers, execution of commercial law forms and other documents (including customary consents and estoppels) as reasonably needed by Licensee or any Lender to secure such Lender's collateral position in the Solar Power Facility or in Licensee's rights under this License.

d) Licensee may authorize and empower the Lender to assert, either directly or on behalf of the assigning party, any claims that Licensee may have against Licensor under this License and make, constitute, and appoint the Lender as the true and lawful attorney and agent-in-fact of Licensee for the purpose of enabling the Lender to assert and collect such claims.

e) Upon any acquisition of Licensee's rights by a Lender or an operator designated pursuant to the provisions of any Licensee financing agreement, Licensor shall accept such Lender or designated operator in place of Licensee for all purposes under or in connection with this License for the remainder of the Term.

ARTICLE 15
WAIVER

The failure of a Party to insist, in any one or more instances, upon strict performance of any covenants or agreements of this License, or to exercise any option of such Party herein contained, shall not be construed as a waiver or relinquishment of any right or remedy of such Party hereunder and shall not be deemed a waiver of any subsequent breach or default by the other Party of the covenants or conditions herein. No waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

ARTICLE 16
SUBORDINATION AND NON-DISTURBANCE; ESTOPPEL CERTIFICATE

16.1 Subordination. Subject to the conditions in Article 16.2 below, (a) all rights and interests of Licensee hereunder are and shall be and remain subject and subordinate to all mortgages, trust deeds, ground leases, or security instruments (each of which shall be referred to herein as a "Security Instrument"), heretofore or hereafter given and encumbering the Property, or any part thereof, and to all renewals, modifications, consolidations, replacements, and extensions of any such Security Instrument. If the holder of a Security Instrument or any Person agreeing to make a loan secured by a Security Instrument on the Property shall require confirmation of any subordination for which provision is herein made or a separate subordination agreement with respect to any transaction, Licensee shall execute such confirmation or subordination agreement in a form reasonably acceptable to Licensee, subject to Article 16.2 below. In the event any proceedings are brought for foreclosure of, or in the event of the exercise of any power of sale under, any Security Instrument, Licensee shall attorn to the Security Instrument holder or purchaser upon any such foreclosure or sale and recognize such holder or purchaser as Licensor under this License.

16.2 Non-disturbance. Notwithstanding the provisions of Article 16.1, Licensee's subordination and attornment agreements in this Article 16 with respect to any Security Instrument are expressly conditioned on Licensee's receipt of a non-disturbance agreement in form and substance reasonably acceptable to Licensee, which non-disturbance agreement shall provide that, during the Term and so long as this License is in effect, and notwithstanding any foreclosure under the Security Instrument or deed in lieu of foreclosure, Licensee's rights to peaceful occupation and possession of the Premises in accordance with the provisions of this License, and all of Licensee's rights and privileges in this License, shall not be disturbed during the Term.

16.3 Estoppel Certificates. Either Party shall provide to the other, within ten (10) business days of written request from the requesting Party, an estoppel certificate in form reasonably satisfactory to the requesting Party certifying that this License is unmodified and in full force and effect or that this License is in full force and effect as modified, with the modifications being stated. Such estoppel certificates shall also state, without limitation, that (a) the amount of monthly rent, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent, if any, (b) the Party requesting the estoppel certificate is not in default under the License, or if such Party is in default, the specific nature of such default, and (c) any other factual matters as may be reasonably requested by the requesting Party.

ARTICLE 17
LICENSOR REPRESENTATIONS, WARRANTIES AND COVENANTS; LICENSEE RIGHTS

17.1 Representations and Warranties. Licensor represents and warrants to Licensee that: (a) Licensor owns title to the Premises in fee simple and that the Premises is free from any and all liens, claims, encumbrances and commitments to third parties that, in each case, would reasonably interfere with Licensee's intended use and enjoyment of the Premises or Licensee's other rights hereunder; (b) Licensor has not used, stored, handled or disposed of Hazardous Materials on or about the Property and, to Licensor's

knowledge, no prior owner of the Property or any licensee, sublicensee, prior licensee or prior sublicensee have used, stored, handled or disposed of Hazardous Materials on or about the Property; and (c) Licensor has the power and authority to execute and deliver this License and to perform all of the obligations to be performed by Licensor hereunder.

17.2 Covenants. Licensor covenants that (a) Licensee shall have the right to quietly enjoy and use the Premises and Licensee's easement and license rights granted in this License throughout the Term, and Licensor shall not interfere with or prohibit the free and complete use and enjoyment by Licensee of such rights, (b) Licensor shall ensure that Licensee's access rights to the Premises and the Solar Power Facilities are preserved and protected, and that Licensor shall not interfere with nor shall permit any third parties to interfere with such rights, (c) Licensor will not cause, create, incur, assume, permit or suffer to exist any liens, security interests or other encumbrances on the Solar Power Facility, and (d) Licensor shall pay all sums due under, and keep in good standing, all mortgages encumbering the Premises.

17.3 Solar Easement. Licensor hereby agrees, for itself, its agents, employees, representatives, successors and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar Power Facilities or their functions, including, without limitation, activities that may adversely affect the Solar Power Facilities' exposure to sunlight. Licensor further covenants for itself, its agents, employees, representatives, successors and assigns that it will not (i) take any action which will materially interfere with the availability and accessibility of solar radiation over and above the Premises; (ii) take any action that will or may materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Premises; or (iii) plant or maintain any vegetation or erect or maintain any structure which will, during daylight, cast a shadow on the Solar Power Facilities.

17.4 Licensee Rights to Electricity and Environmental Attributes/Incentives. Licensor acknowledges that Licensee or its Affiliate or transferee is the exclusive owner of electricity (kWh) generated by the Solar Power Facility and of the environmental attributes and environmental incentives of and arising from the Solar Power Facility. Without the express written consent of Licensee, Licensor shall not make or publish any statement or notice regarding any environmental attributes and environmental incentives, as those terms are used in the utility industry, relating to the Solar Power Facility or the energy output from the Solar Power Facility. For the avoidance of doubt, the elected and appointed officials of Licensor may make public statements regarding the informal environmental benefits of the Solar Power Facility.

ARTICLE 18
OWNERSHIP OF AND TITLE TO SOLAR POWER FACILITIES

18.1 Ownership of Solar Power Facilities. Notwithstanding any Solar Power Facility's presence on the Premises or Property and method of attachment thereto, Licensee shall at all times retain title to and be the legal and beneficial owner of such Solar Power Facility and all alterations, additions or improvements made thereto and replacements thereof by Licensee, and such Solar Power Facility shall remain the property of Licensee or Licensee's assigns. Licensee shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to any Solar Power Facility in order to protect its rights in such Solar Power Facility. In no event shall anyone claiming by, through, or under Licensor (including to any present or future mortgagee of the Property) have any rights in or to any Solar Power Facility at any time. Licensor acknowledges and agrees that Licensee may be required to grant or cause to be granted to a Lender a Security Interest in any Solar Power Facility and Licensor expressly disclaims and waives any rights it may have in such Solar Power Facility, at any time and from time to time, pursuant to this License, at law or in

equity.

18.2 Tax Purposes. The Parties specifically acknowledge and agree that Licensee shall be the owner of the Solar Power Facility for federal income tax purposes, and in that connection, shall be entitled to the depreciation deductions associated with each Solar Power Facility as well as any tax credits or other tax benefits to which such owner may be entitled.

18.3 Liens. Notwithstanding any Solar Power Facility's presence on the Property and method of attachment thereto, Licensor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to such Solar Power Facility or any interest therein. Licensor also shall pay promptly before a fine or penalty may attach to any Solar Power Facility any taxes, charges or fees of whatever type of any relevant governmental authority for which Licensor is responsible. If Licensor breaches its obligations under this Article 18.3, it shall immediately notify Licensee in writing, shall promptly cause such liens to be discharged and released of record without cost to Licensee, and shall indemnify Licensee against all costs and expenses (including Attorneys' Fees) incurred in discharging and releasing such liens or resulting from the enforcement of such liens.

ARTICLE 19
DEFAULT AND REMEDIES

19.1 Default. Each of the following shall constitute an "Event of Default" under this License: (a) the failure to make, within fifteen (15) days of the date when due, any payment required under this License, (b) the failure of any Party to fulfill any material obligations under this License within thirty (30) days of receipt of notice from the other Party; provided that such period may be extended by an additional thirty (30) days if such cure reasonably requires such an extension and the cure is commenced within the original thirty (30) day period, and (c) the commencement of bankruptcy proceedings against a Party.

19.2 Remedies. If any Event of Default has occurred and is continuing, the non-defaulting party shall have the option to (a) terminate this License and seek all remedies available under applicable Laws or equity or (b) perform such defaulting party's duty or obligation on the defaulting party's behalf (with the costs of such performance by the non-defaulting party due and payable by the defaulting party). Moreover, in the event Licensee terminates this License as a result of a Licensor Event of Default, in addition to the foregoing remedies, Licensee shall be due a Termination Payment (as defined in the PPA and which is payable to "Seller" thereunder) from Licensor.

19.3 Notices. All notices, requests, demands, invoices or other communications given, delivered or made under this License shall be in writing and will be delivered by personal delivery, registered or certified mail, in each case, return receipt requested and postage prepaid, or nationally recognized overnight courier, to the address for notices set forth on the signature pages hereto. Such notice shall be deemed received upon receipt as indicated by the date on the signed receipt. A Party may change the address shown on its signature page hereto upon ten (10) days' prior written notice given in accordance with this paragraph.

ARTICLE 20
MISCELLANEOUS

20.1 Amendments. Any amendment or modification to this License may only be by a writing executed by each of the Parties.

20.2 Brokerage Commissions. Licensor and Licensee have dealt directly as principals and neither Party has knowledge of any brokerage commission claimed or payable as a result of the execution

of this License.

20.3 Governing Law. This License shall be deemed a contract made under the laws of the State of Colorado and, together with the rights and obligations of the Parties hereunder, shall be construed under and governed by the laws of such State without reference to its principles of conflicts of laws.

20.4 Confidentiality. If any Party provides confidential information, including, without limitation, information such as business plans, strategies, financial information, patented, licensed, copyrighted or trademarked information or technical information regarding the design, operation and maintenance of the Solar Power Facility or their business (collectively, "Confidential Information") to the other Party, or, if in the course of negotiating or performing this License a Party learns Confidential Information from another Party, the receiving Party shall (a) not disclose such Confidential Information, or the terms and conditions of this License, to any third party without the express written agreement of the disclosing Party; (b) protect the Confidential Information from disclosure to third parties with the same degree of care given to its own confidential and proprietary information; and (c) refrain from using such Confidential Information, except in the negotiation and performance of this License. Notwithstanding the foregoing, a Party may provide such Confidential Information to its officers, directors, members, manager, employees, agents, counsel, contractors, consultants, affiliates, Lenders and potential assignees of this License, provided that the same are bound by a professional duty or written agreement restricting use and disclosure of Confidential Information, in each case, whose access is reasonably necessary to the negotiation, financing, performance or assignment of this License. Confidential Information does not include information (1) that is publicly available or subject to disclosure under Colorado open records or open meetings laws; (2) that is obtained from a third party not under a restriction of disclosure; or (3) that is independently developed by the receiving Party without reliance on, use of, or reference to the Confidential Information. A Party may disclose information that they are legally required to disclose; provided that they give (to the extent legally permissible) prompt advance written notice of such disclosure so that the disclosing Party may contest the need for disclosure or protection of the information with the appropriate requesting entity.

20.5 Choice of Forum. Each Party irrevocably and unconditionally: (a) agrees that any suit, action, or other legal proceeding arising out of this License shall be brought in the federal or state courts located in the State of Colorado; (b) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (c) waives any objection which such Party may have to the laying of venue of any such suit, action, or proceeding.

20.6 Waiver of Jury Trial. The Parties hereby knowingly, voluntarily, and intentionally waive any rights they may have to a jury trial in respect of any litigation based hereon or arising out of, under, or in connection with this License, or any course of conduct, course of dealing, statements (whether oral or written), or actions of the Parties with respect hereto.

20.7 Integration. This License constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect to the subject matter hereof.

20.8 Severability. The invalidity or unenforceability of any provision of this License shall in no way affect the validity or enforceability of any other provision.

20.9 Survival of Provisions. Any obligation of the Parties relating to monies owed, limitations on liability, indemnity and actions, and confidentiality, shall survive termination or expiration of this License.

20.10 **No Third-Party Beneficiaries**. Nothing in this License shall provide any benefit to any third party (other than a Lender) or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this License shall not be construed as a third-party beneficiary contract.

20.11 **Relationship of Parties**. This License is not intended, and shall not be construed, to create any association, joint venture, partnership or agency relationship between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as, or be an agent or representative of, or otherwise bind, the other Party. Licensee acknowledges and agrees that it is an **independent Licensee** and is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

20.12 **Interpretation**. In this License:

a) The captions and Article headings used herein are for convenience and reference only and shall not have any effect on the construction of this License;

b) All pronouns as used in this License shall be deemed to refer to the singular, plural, masculine, feminine and neuter genders as the context requires or permits;

c) The terms "hereof," "herein," "hereto," "hereunder" and words of similar or like import refer to this entire License and not any particular Article, Exhibit or other subdivision of this License;

d) Unless otherwise provided, references to a particular "Article," or "Exhibit" are references to that Article or Exhibit of this License;

e) The words "include," "includes" and "including" shall be deemed to be followed by "without limitation" or "but not limited to"; and

f) All capitalized terms used but not defined in any Exhibit shall have the meaning set forth in this License.

20.13 **Counterparts**. This License may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same agreement. Signatures delivered electronically by .pdf or facsimile shall be binding for all purposes hereof. Upon the request of Licensee, Licensor agrees to deliver to Licensee, to have and to hold and to facilitate Licensee's obtaining title insurance for the licensed Premises created by this License, an original of this License signed by Licensor with pen and blue ink.

20.14 **Joint Preparation**. This License has been negotiated by all Parties hereto with the assistance and input of their respective attorneys, and therefore no ambiguity herein shall be construed for or against any Party based upon the identity of the author of this License or any portion hereof.

20.15 **Time of Essence.** Time is of the essence of this License.

20.16 **Force Majeure.** Neither Party shall be deemed to be in breach of this License and no default shall be deemed to occur under this License to the extent that such Party's delay or failure in the performance of its obligations under this License (other than the obligation to pay money) is due to an event of Force Majeure. The Party claiming an event of Force Majeure shall: (a) give the other Party reasonably prompt written notice describing the particulars of the occurrence; (b) suspend performance for no greater scope and no longer duration than is required by the event of Force Majeure; (c) use its reasonable

commercial efforts to remedy its inability to perform; and (d) when able to resume performance of its obligations under this License, give the other Party written notice to that effect.

20.17 Memorandum of Agreement. The Parties agree that this License is not intended by them to be recorded. Upon request by Licensor or Licensee, the other Party shall execute a customary Memorandum of Agreement meeting the requirements of the County of Gunnison which Memorandum of Agreement shall be recorded by the requesting Party in the public records at the requesting Party's expense.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this License on the Execution Date.

Licensor:

By: _____
Name: _____
Title: _____

Address for Notice Purposes:

Attn: _____

Licensee:

By: _____
Name: _____
Title: _____

Address for notice purposes:

Attn: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Address: 711 RIO GRANDE AVENUE, GUNNISON, CO 81230

Description:

LOTS 1 THROUGH 30, INCLUSIVE, BLOCK 12, RIO GRANDE ADDITION TO THE CITY OF GUNNISON, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1961 UNDER RECEPTION NO. 247973, TOGETHER WITH THREE TRACTS OF LAND VACATED IN ORDINANCE NO. 3, SERIES 1961 RECORDED MARCH 31, 1981 IN BOOK 564 AT PAGE 374, DESCRIBED AS:
1) THAT PORTION OF RAILROAD AVENUE WHICH IS BOUNDED ON THE WEST BY THE EAST LINE OF TENTH STREET AND ON THE EAST BY THE WEST LINE OF THE ALLEY RUNNING THROUGH BLOCK 13 AND BLOCK 16, AS EXTENDED, ON THE EAST, IN SAID RIO GRANDE ADDITION;
2) THE ALLEY IN BLOCK 12;
3) THAT PORTION OF ELEVENTH STREET LYING SOUTH OF THE SOUTH RIGHT OF WAY OF RIO GRANDE AVENUE, AND NORTH OF THE CENTERLINE OF RAILROAD AVENUE IN SAID RIO GRANDE ADDITION;

AND

LOTS 1 THROUGH 30, INCLUSIVE, BLOCK 13, RIO GRANDE ADDITION TO THE CITY OF GUNNISON, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1961 UNDER RECEPTION NO. 247973, TOGETHER WITH THAT TRACT OF LAND VACATED IN ORDINANCE NO. 27, SERIES 1979 RECORDED MARCH 31, 1981 IN BOOK 564 AT PAGE 376, DESCRIBED AS:
THAT CERTAIN PORTION OF THE NORTH-SOUTH ALLEY IN BLOCK 13, RIO GRANDE ADDITION TO THE CITY OF GUNNISON, WHICH PORTION IS BORDERED ON THE WEST BY THE EASTERN BOUNDARIES OF LOTS 1 TO 15 THEREOF, BOTH SUCH LOTS INCLUSIVE, AND WHICH PORTION IS BORDERED ON THE EAST BY THE WESTERN BOUNDARIES OF LOTS 16 TO 30 THEREOF, BOTH SUCH LOTS INCLUSIVE, AND THAT PORTION OF THE AFORESAID NORTH-SOUTH ALLEY WHICH, WHEN EXTENDED, INTERSECTS THE NORTH ½ OF RAILROAD AVENUE, AS PLATTED IN SAID RIO GRANDE ADDITION;

ALSO TOGETHER WITH THAT TRACT OF LAND VACATED IN ORDINANCE NO. 27, SERIES 1979 RECORDED MARCH 31, 1981 IN BOOK 564 AT PAGE 376, DESCRIBED AS:
THAT PORTION OF THE NORTH ½ OF RAILROAD AVENUE, IN SAID RIO GRANDE ADDITION, WHICH IS BOUNDED ON THE WEST BY THE SOUTHERLY PROJECTION OF THE EASTERN BOUNDARY OF SAID LOT 15, BLOCK 13, AND ON THE EAST BY A LINE WHICH IS A SOUTHERLY PROJECTION OF THE EASTERN BOUNDARY OF SAID BLOCK 13 IN SAID RIO GRANDE ADDITION;

AND

LOTS 10 THROUGH 15, INCLUSIVE, AND LOTS 18 THROUGH 25, INCLUSIVE, BLOCK 14, RIO GRANDE ADDITION TO THE CITY OF GUNNISON, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1961 UNDER RECEPTION NO. 247973, TOGETHER WITH THAT TRACT

OF LAND VACATED IN ORDINANCE NO. 17, SERIES 1983 RECORDED NOVEMBER 14, 1983 IN BOOK 599 AT PAGE 520, MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF RIO GRANDE AVENUE AND THE EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF TWELFTH STREET;
THENCE SOUTH 00°04'00" EAST, 330.10 FEET ALONG THE WEST RIGHT-OF-WAY OF TWELFTH STREET TO THE INTERSECTION OF THE SAID RIGHT-OF-WAY LINE AND THE GUNNISON COUNTY AIRPORT PROPERTY LINE WHICH IS THE TRUE POINT OF BEGINNING;
THENCE SOUTH 15°44'29" EAST, 171.55 FEET ALONG SAID AIRPORT PROPERTY TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID RAILROAD AVENUE;
THENCE SOUTH 61°59'00" WEST, 52.97 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY OF RAILROAD AVENUE TO A POINT ON SAID WEST RIGHT-OF-WAY OF TWELFTH STREET;
THENCE NORTH 00°04'00" WEST, 190.00 FEET TO THE TRUE POINT OF BEGINNING;

ALSO TOGETHER WITH THAT TRACT OF LAND VACATED IN ORDINANCE NO. 5, SERIES 1987 RECORDED SEPTEMBER 16, 1987 IN BOOK 646 AT PAGE 683, DESCRIBED AS: THAT PORTION OF TWELFTH STREET LYING BETWEEN AN EAST-WEST LINE, BEING THE EXTENSION OF THE COMMON LOT LINE BETWEEN LOTS 12 AND 13, BLOCK 14, ON THE EAST AND LOTS 18 AND 19, BLOCK 13, ON THE WEST;
THENCE SOUTH TO THE SOUTHERLY RIGHT-OF-WAY LINE OF RAILROAD AVENUE, INCLUDING A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 1, 1983 IN BOOK 600 AT PAGE 56;
AND RAILROAD AVENUE FROM THE WEST RIGHT-OF-WAY LINE OF TWELFTH STREET TO THE EXTENDED WEST RIGHT-OF-WAY LINE OF THE NORTH-SOUTH ALLEY OF BLOCK 14, ALL LOCATED IN SAID RIO GRANDE ADDITION TO THE CITY OF GUNNISON;

ALSO TOGETHER WITH TWO TRACTS OF LAND VACATED IN ORDINANCE NO. 3, SERIES 1993 RECORDED JUNE 25, 1993 IN BOOK 726 AT PAGE 123 DESCRIBED AS:
1) THAT PORTION OF RAILROAD AVENUE ACCORDING TO THE PLAT OF RIO GRANDE ADDITION TO THE CITY OF GUNNISON WHICH IS BOUNDED ON THE NORTHWEST FIRST BY THE EXTENSION OF THE SOUTHEASTERLY BOUNDARY OF BLOCK 14 ACROSS THE NORTH-SOUTH ALLEY OF BLOCK 14;
THENCE BY THE SOUTHEASTERLY BOUNDARY OF BLOCK 14; AND WHICH IS BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EASTERLY BOUNDARY OF BLOCK 14 TO THE SOUTHEASTERLY BOUNDARY OF RAILROAD AVENUE; AND WHICH IS BOUNDED ON THE SOUTHEAST BY THE SOUTHEASTERLY BOUNDARY OF RAILROAD AVENUE; AND WHICH IS BOUNDED ON THE WEST BY THE EXTENDED WESTERLY BOUNDARY LINE OF THE NORTH-SOUTH ALLEY OF BLOCK 14, WHICH IS ALSO THE EASTERLY BOUNDARY OF A PORTION OF RAILROAD AVENUE VACATED BY INSTRUMENT RECORDED SEPTEMBER 16, 1987 IN BOOK 646 AT PAGE 683;

2) THAT PORTION OF THE NORTH-SOUTH ALLEY OF BLOCK 14 ACCORDING TO THE PLAT OF RIO GRANDE ADDITION TO THE CITY OF GUNNISON WHICH IS BOUNDED ON THE NORTH BY AN EASTWEST LINE, BEING THE EXTENSION OF THE COMMON LOT LINE BETWEEN LOTS 21 AND 22, BLOCK 14 ON THE EAST, AND LOTS 9 AND 10, BLOCK 14, ON THE WEST; AND WHICH IS BOUNDED ON THE SOUTHEAST BY A LINE WHICH IS AN EXTENSION OF THE SOUTHEASTERLY BOUNDARY LINE OF BLOCK 14 ACROSS THE ALLEY OF BLOCK 14;

ALSO TOGETHER WITH THAT TRACT OF LAND VACATED IN INSTRUMENT RECORDED NOVEMBER 1, 1995 IN BOOK 773 AT PAGE 300 DESCRIBED AS:
THAT PORTION OF TWELFTH STREET LYING SOUTH OF AN EAST/WEST LINE BEING THE EXTENSION OF THE COMMON LOT LINE BETWEEN LOTS 9 AND 10, BLOCK 14, ON THE EAST AND LOTS 21 AND 22, BLOCK 13, ON THE WEST;
THENCE SOUTH TO THE NORTH LINE OF A PRIOR VACTION OF TWELFTH STREET AT AN EAST/WEST LINE BEING THE EXTENSION OF THE COMMON LOT LINE BETWEEN LOTS 12 AND 13, BLOCK 14, ON THE EAST AND LOTS 18 AND 19, BLOCK 13, ON THE WEST, ALL LOCATED IN SAID RIO GRANDE ADDITION TO THE CITY OF GUNNISON;

ALL IN THE CITY OF GUNNISON, COUNTY OF GUNNISON, STATE OF COLORADO.

EXHIBIT B

DESCRIPTION OF THE PREMISES

The Premises is the area outlined in red below where solar panels and associated equipment are to be placed. The Premises include the steel support structures.

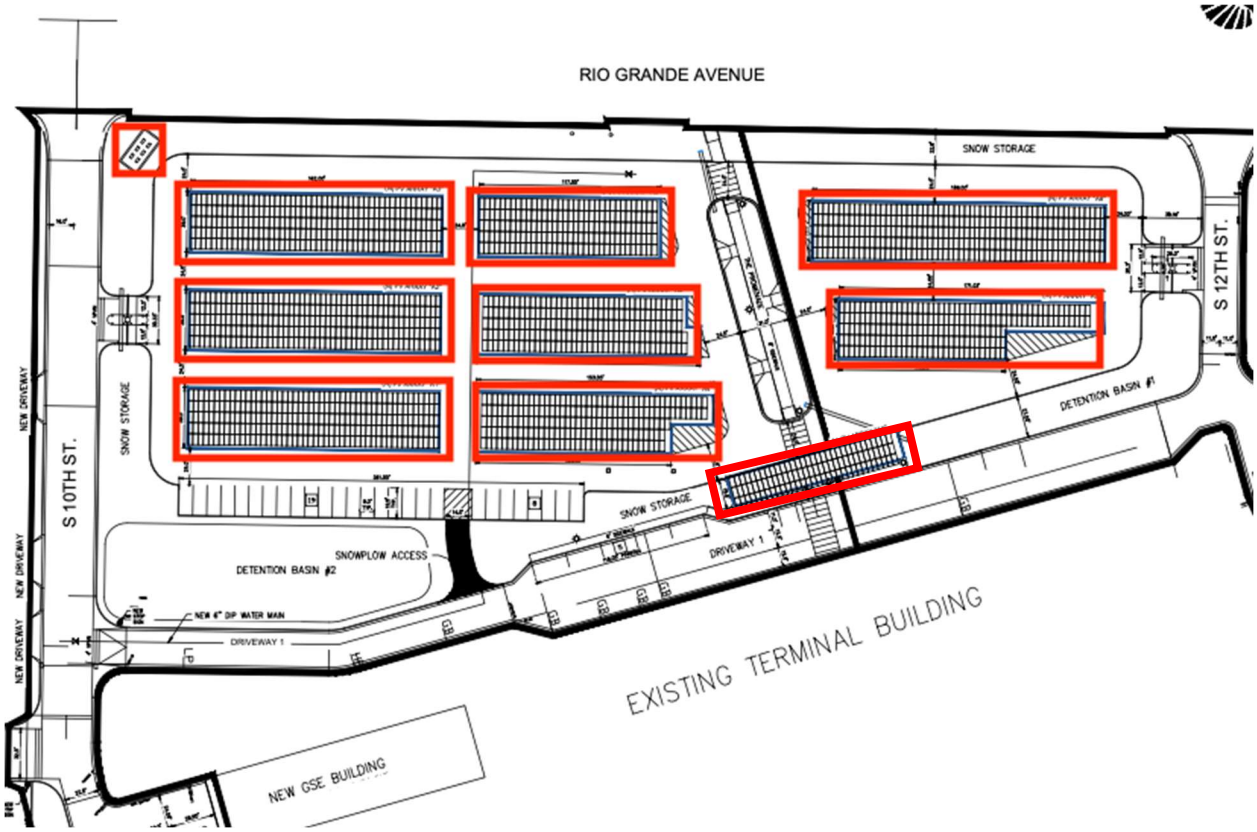

EXHIBIT C

MAP OF LAYDOWN AREA

The laydown area is outlined in yellow below.

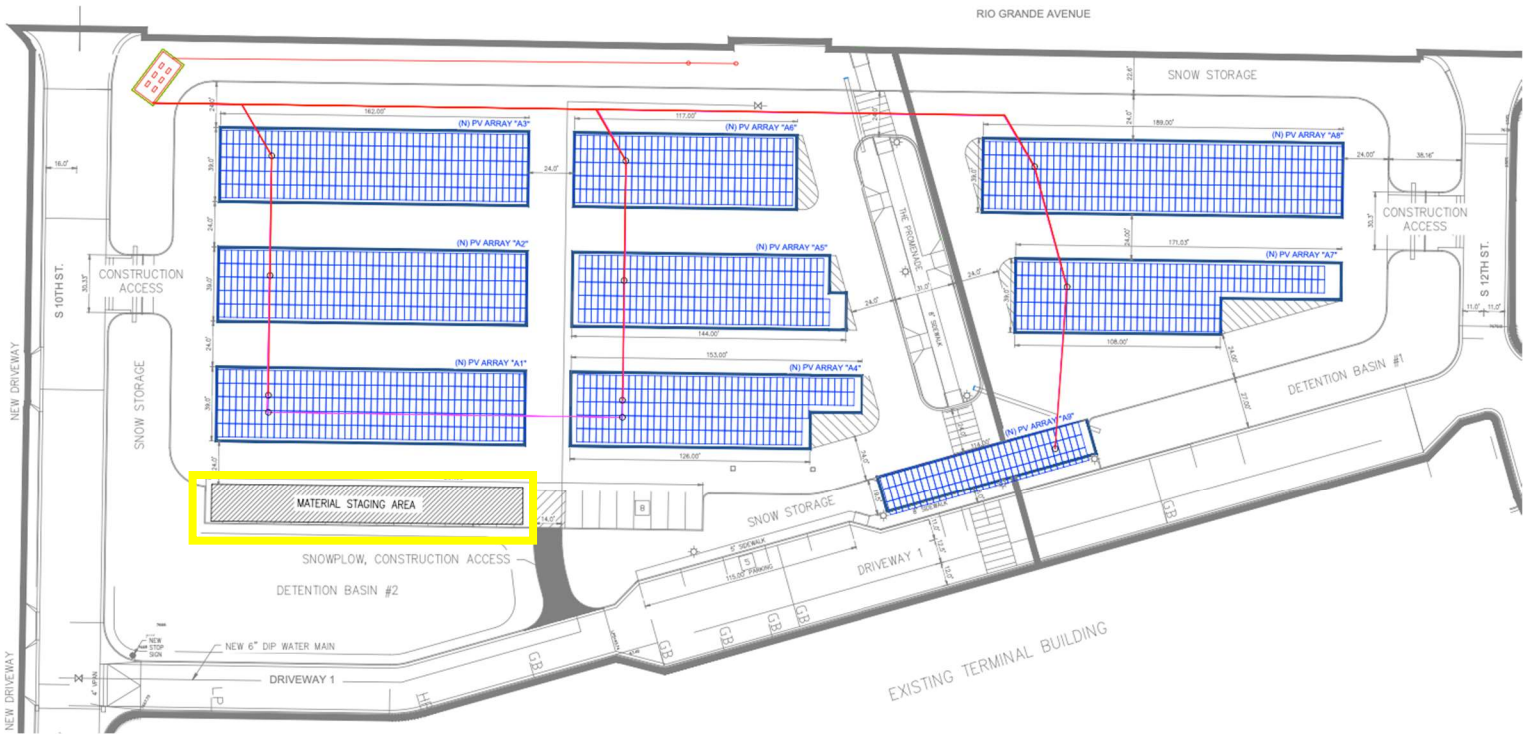

EXHIBIT D

INSURANCE REQUIREMENTS

1. Licensee shall obtain, maintain and keep in force during the Term at least the following types and amounts of insurance:
   (a) Property insurance on the Solar Power Facility for the replacement cost thereof subject to sublimits in accordance with industry practice;
   (b) Commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate;
   (c) Employer's liability insurance with coverage of at least $1,000,000;
   (d) Workers' compensation insurance as required by applicable Laws, but in no event less than $1,000,000; and
   (e) Umbrella or excess liability insurance with a limit of $5,000,000 per occurrence and in the annual aggregate in excess of the limits of insurance provided in clauses (a) through (d) immediately above.
2. Licensor shall obtain, maintain and keep in force during the Term at least the following types and amounts of insurance:
   (a) Property insurance on the Property covering "All Risks" perils in an amount equal to the full replacement cost of the Property;
   (b) Commercial general liability insurance for the Property with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate;
   (c) Employers' liability insurance with coverage of at least $1,000,000;
   (d) Workers' compensation insurance as required by applicable Laws, but in no event less than $1,000,000; and
   (e) Umbrella or excess liability insurance with a limit of $5,000,000 per occurrence and in the annual aggregate in excess of the limits of insurance provided in clauses (a) through (d) immediately above.
3. Each of the policies of insurance maintained by Licensee and Licensor in accordance with the foregoing provisions shall be occurrence rather than claims-made policies. Each Party shall name the other as an additional insured on its commercial general liability policy. The insurance shall not contain any endorsements, or any other form designed to limit and restrict any action by an additional insured against the insurance coverage in regard to the obligations of the insured Party hereunder and otherwise consistent with this License.
4. Upon written request, Licensee shall deliver to Licensor and Licensor shall deliver to Licensee certificates of insurance evidencing the existence of insurance required hereunder. The certificates of insurance shall identify Licensor and Licensee as additional insureds on their respective commercial general liability policies.
5. All Insurance policies maintained by Licensee and Licensor pursuant to this Exhibit D (*Insurance Requirements*) shall expressly waive any right on the part of any insurer to assert any claims against Licensor, in the case of Licensee policies, and against Licensee, in the case of Licensor policies. The Parties agree that all policies will include such waiver of subrogation clause or endorsement.
6. Licensor hereby waives and releases any and all rights of action for negligence against Licensee which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Licensor.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Department of Healthcare Policy and Finance Grant Application; Health & Human Services; Provides funding for low

Action Requested: Motion

Parties to the Agreement: Healthcare Policy and Finance

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

Summary: Provides funding for low income Seniors to receive dental care if they are not eligible for Medicaid. Medicare does not cover dental work.

Fiscal Impact: $42,800

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: ◯ Required ◯ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◯ Required ◯ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ◯ No ◯

County Manager Review:

Comments:

Reveiwed by: Discharge Date:

◯ Consent Agenda ◯ Regular Agenda ◯ Worksession Time Allotted:

Agenda Date:

Revised April 2015

Gunnison-Hinsdale County Department of Health and Human Services
220 N. Pine St., Suite A, Gunnison, CO. 81230
Ph. 970-641-3244

The mission of Gunnison County Department of Health and Human Services (GCDHHS) is to provide culturally competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community. The Senior Resource Office within GCDHHS has been the lead organization in both Gunnison and Hinsdale County striving to make our communities more livable for our older adults. Our office continues to focus on meeting the most basic needs of our low income rural older adults experiencing hardship due to physical or cognitive decline, mistreatment, housing and food insecurities, mental health, financial insecurities, medical needs, brain injuries and more. The office has done this through creatively and collaboratively working with community members, agencies and providers to assist individuals in accessing medical and dental care as well as other services that promote aging autonomously at home. Gunnison County Department of Health and Human Services agrees to comply with all grant requirements, including complying with HIPAA requirements. The State of Colorado Vendor number is: VC00000000014260

Gunnison-Hinsdale County Department of Health and Human Services
220 N. Pine St., Suite A, Gunnison, CO. 81230
Ph. 970-641-3244

Table of Contents

Request for Grant Proposal.....pg. 1

Description of Applicant.....pg. 1

Key Personnel and Qualified Providers.....pg. 2

Qualifications of the Applicant.....pg. 4

Proposed Budget and Grant Management Qualifications.....pg. 10

Appendix A.....pg. 13

Appendix B.....pg. 17

Appendix C.....pg. 21

7.5 Requests for Grant Proposal Response

A. Description of Applicant

1. Legal and business Name:

   Gunnison County Department of Health and Human Services

2. Primary contact:

Elizabeth Holena	p. 970.642.4665 f. 970.641.3738
Elizabeth.holena@state.co.us	220 North Spruce Street Gunnison, CO 81230

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

4. The geographic areas covered by The Senior Resource Office include both Gunnison and Hinsdale County. Gunnison County's geographical area is composed of 3,260 square miles. It is the fifth largest county in Colorado, extending into vast areas of the Rocky Mountains and isolated rural towns such as Marble, Somerset, Ohio City, Pitkin, and Crested Butte. Hinsdale County is also considered one of the most remote counties in Colorado and is provided human service programming through GCDHHS. Gunnison County has been designated a low income Dental health HPSA.

B. Key Personnel and Qualified Providers

1. Key Personnel:

   The Senior Resource Office and its personnel have experience working with older adults and adults with disabilities in multiple capacities for a combined 25 years. The

Adult Protective Services Caseworkers, reducing risk of mistreatment of older adults through preventative efforts. All members of the Senior Resource team are embedded in the internal and external infrastructure in the community serving low income older adults. The entire Senior Resource Team will be certified State Health Insurance Program Counselors by March 2022.

The Senior Resource Office serves as a benefit enrollment center, leveraging existing community resources for low income older adults. This manager has been working with older adults for over 5 years as a Senior Resource Specialist and manager of Adult Protective Services in addition to managing our community's HCBS program and Health First Colorado Program. This manager has extensive experience in human service programs as well as extensive experience procuring funding necessary to support our team, the work they do, and the community members we serve. Over the past five years the senior resource team has acquired funding through Next 50, Region 10, LEAP, EOC, Community Service Block Grant, Colorado COVID Relief Fund, Hunger Free Colorado, El Pomar, and Nourish Colorado. The Senior Resource Office continues to build a robust network of programs specific for low income older adults. The Senior Resources Specialist's role will be to use the existing infrastructure and networks to enroll individuals in the Senior Dental Program. The program manager will be responsible for maintaining records of eligible seniors services, covered dental care services provided, moneys spent and any other contractual obligations. The manager will also serve as the liaison between the program and community collaboration forums. In addition to the Senior Resources Specialists and manager, the Economic Security Team, a staff of 5, will

community of Gunnison Valley Health along with private clinics. Other vehicles for outreach will include targeting adult children, Facebook and local religious affiliated congregations. Messages will focus on help for people on fixed incomes, preventative nature of oral hygiene, and savings with dental assistance. Images and messages will be used that reflect our clientele, such as messaging geared towards independence and reflections of lived experiences. The Senior Resource Office will also identify and empower community advocates, as well as bring oral health education and awareness across generations. Lastly, The Senior Resource Office, embedded with the Economic Security Team, will outreach and screen all new MSP, enrolled MSP and denied Health Care First applicants for eligibly for the Senior Dental Program.

2. Older adults of color are likely to experience not only untreated tooth decay nearly twice as much as non-Hispanic white adults but also socioeconomic disparities that aggravate a poor quality of life. A diversity first approach will be used for targeted outreach by working directly and effectively with aligned organizations and community leaders, including the Hispanic Affairs Project, Los Immigrantes Unidos, Regional Accountable Entity and our Multicultural Center. The Multicultural Center, embedded within GCDHHS, will provide not only referrals but a framework for targeted outreach. Our Multicultural coordinator will assist with translation, interpreting and enrollment into the Senior Dental Program. Senior Resource Specialist will also attend biannual meetings serving community members provided by the Hispanic Affairs Project and Low Immigrantes Unidos. The Senior Resource Office will use word of mouth to bring referrals in on a daily basis and informational pamphlets will be provided in Spanish through existing and new networks including

primary contacts for isolated older adults, will be provided educational material about the Senior Dental Program to maximize referrals from the medical community.

3. Applicants for the Senior Dental Program will be screened by utilizing a grant screening template currently being used internally by GCDHHS to access different funding sources. The application requests income verification as well as household and individual demographics. The application captures household circumstances and utilizes a matrix to assist the Senior Resource Specialist with identifying needs and strengths. A Senior Resource Specialist will use listed income to screen for the Senior Dental Program and additional programs including Health First Colorado, Old Age Pension and SNAP. The application also identifies insurance information. If an individual is unable to provide verification of income existing tools will be used, including CBMS and CDOLE. Self-declaration will be allowed in certain situations, such as if it presents a barrier to accessing care and there are clear indicators the applicant is low income (residing in low income housing). The Senior Resource Specialists are benefit enrollment experts and are experienced in screening for multiple human service programs utilizing the FPL.
4. Applicants will be prioritized based on multiple factors including household circumstances and need. A survey of household circumstances will be attached to each application for the Senior Dental Program and a Senior Resource Specialist will utilize the matrix to become familiar with each applicant's situation.

Collaboration

1. The Senior Resource Office has a broad scope of participation in the community through engaging directly with older adults as well as with community entities and local organizations serving older adults. The Senior Resource Office cohosts and facilitates quarterly the Basic Needs Subcommittee, a collaborative group including nonprofits, governmental and faith based organizations including Gunnison Senior Center, Gunnison County Food Pantry, Hispanic Affairs Project, Mountain Roots Food Project, Gunnison County Library District, Region 10, Immigrantes Unidos, several local law enforcement agencies, Gunnison Community Centers Board (CCB) Six Points, Gunnison Arts Center, and engaged community members. This group is open to the public and provides space and time to share experiences and resources as well as problem solve gaps in community services necessary to meet the basic needs of community members. The Basic Needs subcommittee is focused on vulnerable populations of low income older adults and low-income families. GCDHHS also cohosts the Health Coalition of the Gunnison Valley, parent of the Basic Needs Subcommittee. The Health Coalition and its partners are focused on addressing and implementing community driven system change that benefits the lives of all our community members. Successes for the Coalition include community wide strategic planning for community mental health and shared knowledge across community partners. The Coalition and the Basic Needs Subcommittee are critical collaborative forums that inform members and networks of available local resources and will serve as a mechanism for enrollment in the Senior Dental Program.
2. See Appendix B for letters of support

2. The Senior Resource Office has both organizational efficiencies and experience that position it to successfully fulfill its obligations under the Colorado Dental Health Care Program for Low Income Seniors given the available funding. As an integrated human services and public health, The Senior Resource Office is uniquely imbedded with the Aging and Disability Resources of Colorado, The Economic Security Team, Multicultural Center and within broader agency and community collaborations. The existing infrastructure will be utilized to promote the Senior Dental Program, screen applicants and administer funding. The Senior Resource Office also manages diverse funding from multiple sources including local, state and federal funding, creating a robust senior resource program. The Senior Resource team has extensive experience translating grant proposals specific for low income older adult into efficient, successful outcome driven practices. In-Kind contributions include Region 10, Rocky Mountain Health, Community Service Block Grant, LEAP, and Next 50.

DR 0139 (02/98)
COLORADO DEPARTMENT OF REVENUE
DENVER CO 80261-0013

CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

THIS LICENSE IS NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
98-02498-0000	40 027 N 010180	SEP 22 2000

200 E VIRGINIA AV GUNNISON CO

COUNTY OF GUNNISON
GUNNISON COUNTY
200 E VIRGINIA AV
GUNNISON CO 81230-2297

DEPARTMENT OF REVENUE

Fred Fisher
Executive Director
Department of Revenue

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2021

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
6300 South Syracuse Way, Suite 700
Centennial CO 80111

CONTACT NAME: Tara Tinney
PHONE (A/C, No, Ext): 303 889 2590 FAX (A/C, No): 720-200-5118
E-MAIL ADDRESS: Tara_Tinney@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colorado Counties Casualty & Property Pool	
INSURER B : County Worker's Compensation Pool	
INSURER C : Pennsylvania Manufacturers Assoc Ins Co	12262
INSURER D : Various (See Attached)	
INSURER E : Arch Insurance Company	11150
INSURER F :	

INSURED
Gunnison County
200 E. Virginia
Gunnison, CO 81230

COVERAGES **CERTIFICATE NUMBER:** 1051687342 **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Karen Graham

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COMMUNITY FOUNDATION of the GUNNISON VALLEY | CFGV here for good

TO: Department of Healthcare Policy and Finance
FROM: Maryo G. Ewell, Director of Community Impact
DATE: January 12, 2022
RE: Support Letter

This strong letter of support comes with the application of Gunnison County's Department of Health & Human Services proposal for funding for dental care for low-income seniors who are not qualified for Medicaid.

The Community Foundation of the Gunnison Valley has been a partner with DHHS in many, many ways, especially as the community has pulled together during the pandemic. I've co-chaired a Basic Needs committee with Betsy Holena, who would be this program manager; our Foundation has directly provided funds to her programs, and passed through funding from the Rocky Mountain Health Foundation as well.

DHHS collaborates closely not only with us, but also with the Housing Authority, the Senior Center, the Food Pantry, Gunnison Valley Health, and many other nonprofits to make sure that the people who need services, get services. While Gunnison County offers some wonderful opportunities to seniors, it does not offer any access to dental care for the people whom this grant would serve.

We urge you to consider this proposal very seriously. It will be vitally important to so many people here, filling a large gap.

Thank you!

Mary G Ewell

City of Gunnison

January 12, 2022

To Whom It May Concern:

I write to highly recommend the work of the Gunnison County Health and Human Services Senior Resource Office (SRO) as an extremely valuable, I would say essential, community service and community partner.

My role as the Coordinator for the City of Gunnison Senior Center intersects broadly and often with the services provided by this office, and the people that accomplish the work. Though the Senior Center is focused primarily on providing social, cultural, nutritional, educational and recreational engagement for older adults throughout the Gunnison Valley, people do not segment their lives or experience into "activities" over here and "social services" over there. We meet them where they are, and if they are in need of a social services or community network of assistance, the SRO is almost always my first call for help and partnership.

The SRO staff have been instrumental in providing education for our older adult community at the Senior Center on wide-ranging issues such as what constitutes a need for adult protection, to annual Medicare plans explanation and assistance, to helping with referrals and/or assessments for mental and physical health issues, home safety and food security. They are also always willing to step in to assist individuals in a timely fashion, including myself with my many questions!

I consider the SRO staff essential partners in the work the Gunnison Senior Center to not only support older adults, but to create lives that they feel are worth living to the best of their ability.

Please feel free to contact me if needed: egillis@gunnisonco.gov or (970) 641-8272.

With best regards,

Elizabeth Gillis
Senior Center Coordinator
Gunnison Community Recreation Center

Gunnison-Hinsdale County Department of Health and Human Services
220 N. Pine St., Suite A, Gunnison, CO. 81230
Ph. 970-641-3244

This applicant cannot supply the first page of the most recently filed IRS form 990 because as a government entity it does not utilize this form.

Senior Dental Program of Gunnison County
Also Covering Hinsdale County

Agency Name	Gunnison Department of Health and Human Services
Budget Period	7/1/2022-6/30/2022

Program Contact Name, Title, Phone and Email		Elizabeth Holena Senior Resource Office Mnager PH: 970-642-4665 elizabeth.holena@state.co.us
Fiscal Contact Name, Title, Phone and Email		Jody Wise Finance Officer PH: 970-641-3244 jwise@gunnison county.org

Expenditure Categories				**Match or In-Kind**	**Total Amount Requested**
Personal Services	**Gross Salary**	**Fringe**	**Percent of Actual Time on Contract**		
Senior Resource Specialist	$1,500.00	$0.00	100.00%	$1,500.00	$1,500.00
			Total Personal Services (including fringe benefits)		**$1,500.00**
Supplies & Operating Expenses					
Professional services					$1,300.00
Computer/Phone				2000	
			Total Supplies & Operating Expenses		**$1,300.00**
Direct Costs					
Item	**Description of Item**	**Rate**	**Quantity**		
Dental Care	Fee for Service	$1,000.00	40		$40,000.00
			Total Supplies & Operating Expenses		**$40,000.00**
			SUB-TOTAL BEFORE INDIRECT		**$42,800.00**
TOTAL MATCH OR IN-KIND				$3,500.00	
			Total Indirect		**$0.00**
			TOTAL	**$3,500.00**	**$42,800.00**

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
55 Health & Human Services							
01350000 Program Support							
44262 CO Dept of Pub Health (CDPHE)	-12,598	-12,598	.00	.00	.00	-12,598.00	.0%
55110 Salaries-Dept Head/Supervisor	7,136	7,136	7,135.80	594.65	.00	.20	100.0%
55111 Salaries-Full Time	22,306	22,306	11,613.30	1,125.08	.00	10,692.70	52.1%
55112 Salaries-Part Time	6,276	6,276	3,864.02	144.78	.00	2,411.98	61.6%
55210 Payroll Tax -FICA	2,693	2,693	1,492.28	117.20	.00	1,200.72	55.4%
55220 Health Insurance	4,912	4,912	2,751.63	295.11	.00	2,160.37	56.0%
55230 Retirement	1,573	1,573	1,054.86	90.32	.00	518.14	67.1%
55240 Unemployment Insurance	56	56	33.90	2.80	.00	22.10	60.5%
55250 Workmans' Comp Insurance	111	111	31.95	2.65	.00	79.05	28.8%
55260 Employee Assistance Premium	20	20	11.02	.72	.00	8.98	55.1%
TOTAL Program Support	32,485	32,485	27,988.76	2,373.31	.00	4,496.24	86.2%
01530000 Senior Resources							
44205 US Health & Human Serv (HHS)	-101,823	-25,577	-18,018.64	.00	.00	-7,558.36	70.4%
44260 CO Dept of Human Svcs (DHS)	-60,000	-60,000	-36,330.00	.00	.00	-23,670.00	60.6%
44497 Other Private Grants	0	-5,000	-5,000.00	.00	.00	.00	100.0%
55111 Salaries-Full Time	114,341	57,246	57,261.34	3,266.21	.00	-15.34	100.0%
55112 Salaries-Part Time	0	0	933.75	124.51	.00	-933.75	100.0%
55210 Payroll Tax -FICA	8,922	4,317	4,013.70	220.29	.00	303.30	93.0%
55220 Health Insurance	22,350	12,431	10,400.78	831.98	.00	2,030.22	83.7%
55230 Retirement	5,717	2,609	2,089.93	97.99	.00	519.07	80.1%
55240 Unemployment Insurance	172	85	87.29	5.09	.00	-2.29	102.7%
55250 Workmans' Comp Insurance	174	88	98.93	7.07	.00	-10.93	112.4%
55260 Employee Assistance Premium	52	31	30.72	1.99	.00	.28	99.1%
57020 Telephone - Service	1,575	1,575	1,575.00	131.25	.00	.00	100.0%
57310 Travel - Transportation	462	0	.00	.00	.00	.00	.0%
57311 Travel - Motor Pool	1,363	500	.00	.00	.00	500.00	.0%
57312 Travel - Meals	100	100	.00	.00	.00	100.00	.0%
57313 Travel - Lodging	200	200	.00	.00	.00	200.00	.0%
57329 Other Professional Services	52	5,052	2,462.50	162.50	.00	2,589.50	48.7%
57420 Printing & Publishing	293	293	.00	.00	.00	293.00	.0%
57491 Computer Services	6,050	6,050	6,050.04	504.17	.00	-.04	100.0%
TOTAL Senior Resources	0	0	25,655.34	5,353.05	.00	-25,655.34	100.0%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57332 Meetings-Registrations	2,050	2,050	290.00	.00	.00	1,760.00	14.1%
57341 Rental - Buildings and Land	500	500	270.00	.00	.00	230.00	54.0%
57410 Advertising & Legal Notices	470	1,367	491.93	.00	.00	875.07	36.0%
57420 Printing & Publishing	0	500	.00	.00	.00	500.00	.0%
57430 Dues & Memberships	500	500	899.90	.00	.00	-399.90	180.0%
57470 Insurance & Bonds	47	47	331.20	.00	.00	-284.20	704.7%
57480 Stipends	0	7,500	.00	.00	.00	7,500.00	.0%
57491 Computer Services	7,812	7,812	7,812.00	651.00	.00	.00	100.0%
57500 Contributions	47,108	197,448	121,385.70	3,656.50	.00	76,062.30	61.5%
TOTAL Child & Family Health	940	19,391	-34,683.11	15,755.46	.00	54,074.11	-178.9%
01550010 Children's Light Program							
44398 Fees	-3,958	-3,958	.00	.00	.00	-3,958.00	.0%
57329 Other Professional Services	3,958	3,958	.00	.00	.00	3,958.00	.0%
TOTAL Children's Light Program	0	0	.00	.00	.00	.00	.0%
01550020 Dental							
44398 Fees	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
56120 Operating Supplies	1,500	1,500	.00	.00	.00	1,500.00	.0%
57329 Other Professional Services	1,500	1,500	.00	.00	.00	1,500.00	.0%
TOTAL Dental	0	0	.00	.00	.00	.00	.0%
01560000 Family Planning							
44242 CO Dept of Pub Health (CDPHE)	-11,000	-11,000	-6,089.12	-38.00	.00	-4,910.88	55.4%
44262 CO Dept of Pub Health (CDPHE)	-84,637	-84,637	-61,105.51	.00	.00	-23,531.49	72.2%
44398 Fees	-8,000	-8,000	-6,355.00	.00	.00	-1,645.00	79.4%
44498 Donations	-500	-500	-171.00	.00	.00	-329.00	34.2%
44912 Insurance Proceeds	-18,000	-18,000	-11,329.80	.00	.00	-6,670.20	62.9%
55111 Salaries-Full Time	38,811	38,811	24,084.35	.00	.00	14,726.65	62.1%
55112 Salaries-Part Time	23,140	23,140	18,017.28	2,994.62	.00	5,122.72	77.9%
55210 Payroll Tax -FICA	4,781	4,781	3,154.74	230.31	.00	1,626.26	66.0%
55220 Health Insurance	4,539	4,539	2,362.70	.00	.00	2,176.30	52.1%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
44205 US Health & Human Serv (HHS)	0	0	-54.00	.00	.00	54.00	100.0%
44248 CO Dept of Hum Svcs (DHS)-EBT	-115,088	-115,088	-79,257.53	.00	.00	-35,830.77	68.9%
57502 Electronic Benefits Transfers	135,398	135,398	103,950.79	.00	.00	31,447.21	76.8%
TOTAL SSDev-TANF Non-Admin Gunn	20,310	20,310	24,639.26	.00	.00	-4,329.56	121.3%
03340140 Child Care Direct Gunnison							
44248 CO Dept of Hum Svcs (DHS)-EBT	-106,547	-208,320	-118,002.66	.00	.00	-90,317.34	56.6%
57502 Electronic Benefits Transfers	127,725	230,160	136,895.32	.00	.00	93,264.68	59.5%
TOTAL Child Care Direct Gunnison	21,178	21,840	18,892.66	.00	.00	2,947.34	86.5%
03340150 Child Care Admin Gunnison							
44205 US Health & Human Serv (HHS)	-57,855	-57,855	-41,778.81	.00	.00	-16,076.19	72.2%
55111 Salaries-Full Time	7,851	7,851	9,581.78	359.19	.00	-1,730.78	122.0%
55112 Salaries-Part Time	19,054	19,054	9,585.03	1,563.42	.00	9,468.97	50.3%
55210 Payroll Tax -FICA	2,033	2,033	1,330.37	139.27	.00	702.63	65.4%
55220 Health Insurance	5,156	5,156	2,066.63	83.38	.00	3,089.37	40.1%
55230 Retirement	1,073	1,073	531.43	45.48	.00	541.57	49.5%
55240 Unemployment Insurance	40	40	28.73	2.89	.00	11.27	71.8%
55250 Workmans' Comp Insurance	82	82	56.26	8.08	.00	25.74	68.6%
55260 Employee Assistance Premium	16	16	21.23	3.08	.00	-5.23	132.7%
57354 Administration Fees	0	0	15.56	.00	.00	-15.56	100.0%
57410 Advertising & Legal Notices	800	800	.00	.00	.00	800.00	.0%
59012 Random Moment (RMS) Expense	21,750	21,750	23,126.96	.00	.00	-1,376.96	106.3%
TOTAL Child Care Admin Gunnison	0	0	4,565.17	2,204.79	.00	-4,565.17	100.0%
03340610 SSDev-TANF Admin Hins							
44205 US Health & Human Serv (HHS)	-9,500	-13,890	-9,746.16	.00	.00	-4,143.84	70.2%
55111 Salaries-Full Time	10,812	15,372	12,101.95	865.40	.00	3,270.05	78.7%
55210 Payroll Tax -FICA	844	844	880.60	63.24	.00	-36.60	104.3%
55220 Health Insurance	575	575	1,470.85	104.48	.00	-895.85	255.8%
55230 Retirement	541	541	605.12	43.27	.00	-64.12	111.9%
55240 Unemployment Insurance	16	16	18.15	1.30	.00	-2.15	113.4%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
44205 US Health & Human Serv (HHS)	-450,462	-450,462	-296,745.99	.00	.00	-153,716.01	65.9%
44289 Other Local Gov't Revenue	0	0	-1,111.00	.00	.00	1,111.00	100.0%
55110 Salaries-Dept Head/Supervisor	135,574	135,574	135,580.20	11,298.35	.00	-6.20	100.0%
55111 Salaries-Full Time	391,382	391,382	382,224.42	37,914.19	.00	9,157.58	97.7%
55112 Salaries-Part Time	24,724	24,724	1,855.28	124.52	.00	22,868.72	7.5%
55210 Payroll Tax -FICA	42,792	42,792	38,280.82	3,558.30	.00	4,511.18	89.5%
55220 Health Insurance	47,018	47,018	42,441.78	6,081.56	.00	4,576.22	90.3%
55230 Retirement	27,543	27,543	22,227.80	2,048.59	.00	5,315.20	80.7%
55240 Unemployment Insurance	826	826	779.49	73.99	.00	46.51	94.4%
55250 Workmans' Comp Insurance	847	847	756.19	66.64	.00	90.81	89.3%
55260 Employee Assistance Premium	223	223	219.23	20.11	.00	3.77	98.3%
56110 Office Supplies	10,000	10,000	4,071.38	544.66	.00	5,928.62	40.7%
56120 Operating Supplies	500	500	.00	.00	.00	500.00	.0%
56170 Postage	900	900	1,053.57	.00	.00	-153.57	117.1%
56180 Photocopy	100	100	60.38	.00	.00	39.62	60.4%
56610 Equipment & Furn. under $4,00	25,000	25,000	12,254.30	12,254.30	.00	12,745.70	49.0%
56611 Computer Equipment under $100	900	900	219.00	.00	.00	681.00	24.3%
56620 Software under $1000	500	500	.00	.00	.00	500.00	.0%
56630 Education/Promotion	500	500	.00	.00	.00	500.00	.0%
57020 Telephone - Service	13,000	13,000	11,282.74	938.66	.00	1,717.26	86.8%
57022 Telephone - Cell Phone	1,560	1,560	1,560.00	130.00	.00	.00	100.0%
57030 Internet	2,000	2,000	2,000.04	166.67	.00	-.04	100.0%
57220 Repair & Maint - Equipment	500	500	162.00	150.00	.00	338.00	32.4%
57245 Maintenance Contracts	4,000	4,000	3,521.45	315.32	.00	478.55	88.0%
57310 Travel - Transportation	1,000	1,000	25.54	.00	.00	974.46	2.6%
57311 Travel - Motor Pool	5,000	5,000	.00	.00	.00	5,000.00	.0%
57312 Travel - Meals	1,500	1,500	.00	.00	.00	1,500.00	.0%
57313 Travel - Lodging	4,000	4,000	.00	.00	.00	4,000.00	.0%
57329 Other Professional Services	19,999	19,999	10,024.10	.00	.00	9,975.01	50.1%
57330 Meetings-Supplies	500	500	57.63	.00	.00	442.37	11.5%
57331 Meetings-Meals	1,000	1,000	1,023.61	.00	.00	-23.61	102.4%
57332 Meetings-Registrations	2,500	2,500	163.58	.00	.00	2,336.42	6.5%
57341 Rental - Buildings and Land	146,136	146,136	136,762.00	.00	.00	9,374.00	93.6%
57352 Dispatch Fees	833	833	840.00	.00	.00	-7.00	100.8%
57354 Administration Fees	850	850	1,591.95	.00	.00	-741.95	187.3%
57361 Books & Subscriptions	500	500	.00	.00	.00	500.00	.0%
57410 Advertising & Legal Notices	800	800	2,464.49	1,726.50	.00	-1,664.49	308.1%
57430 Dues & Memberships	3,000	3,000	2,492.60	.00	.00	507.40	83.1%
57440 Schools & Training	500	500	.00	.00	.00	500.00	.0%
57460 Auditing	8,076	8,076	8,015.19	.00	.00	60.81	99.2%
57470 Insurance & Bonds	2,172	2,172	2,484.52	.00	.00	-312.24	114.4%
57490 Mapping Services	265	265	264.96	22.08	.00	.04	100.0%
57491 Computer Services	15,000	15,000	15,000.00	1,250.00	.00	.00	100.0%
57492 Equipment Usage	9,627	9,627	2,949.96	245.83	.00	6,677.04	30.6%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
44010 Property Tax	-332,000	-332,000	-357,773.89	.00	.00	25,773.89	107.8%
44011 Delinquent Property Tax	-300	-300	280.07	.00	.00	-580.07	-93.4%
44012 Interest & Penalties	-800	-800	-801.40	.00	.00	1.40	100.2%
44205 US Health & Human Serv (HHS)	0	0	-1,931.60	.00	.00	1,931.60	100.0%
44240 CO Dept of Human Svcs (DHS)	-25,000	-25,000	-18,061.00	.00	.00	-6,939.00	72.2%
44248 CO Dept of Hum Svcs (DHS)-EBT	0	-28,370	-28,367.52	.00	.00	-2.48	100.0%
44610 Earnings on Investments	-8,000	-8,000	662.56	.00	.00	-8,662.56	-8.3%
44915 Refund Of Expenditures-Retire	0	0	-539.65	.00	.00	539.65	100.0%
57354 Administration Fees	2,500	2,500	2,216.22	.00	.00	283.78	88.6%
57502 Electronic Benefits Transfers	0	28,370	28,367.52	.00	.00	2.48	100.0%
TOTAL PS-Prg Svcs-Non Cnty Adm Gu	-363,600	-363,600	-375,948.69	.00	.00	12,348.69	103.4%
03350710 PS-County Admin Hins							
44205 US Health & Human Serv (HHS)	-500	-500	-204.31	.00	.00	-295.69	40.9%
44283 Hinsdale County	-60,000	-60,000	-26,021.83	.00	.00	-33,978.17	43.4%
57430 Dues & Memberships	624	624	624.00	.00	.00	.00	100.0%
59012 Random Moment (RMS) Expense	-360	-360	-368.59	.00	.00	8.59	102.4%
TOTAL PS-County Admin Hins	-60,236	-60,236	-25,970.73	.00	.00	-34,265.27	43.1%
03350740 PS-Prg Svcs-Non Cnty Adm Hins							
44240 CO Dept of Human Svcs (DHS)	-300	-300	-245.07	.00	.00	-54.93	81.7%
57354 Administration Fees	850	850	481.76	.00	.00	368.24	56.7%
TOTAL PS-Prg Svcs-Non Cnty Adm Hi	550	550	236.69	.00	.00	313.31	43.0%
03360110 Child Welf 80/20 Gunn							
44205 US Health & Human Serv (HHS)	-515,602	-515,602	-406,137.05	.00	.00	-109,464.95	78.8%
44398 Fees	-900	-900	-160.00	.00	.00	-740.00	17.8%
55111 Salaries-Full Time	219,111	219,111	211,042.57	18,742.96	.00	8,068.43	96.3%
55210 Payroll Tax -FICA	16,684	16,684	14,764.89	1,311.25	.00	1,919.11	88.5%
55220 Health Insurance	21,515	21,515	19,230.79	2,065.68	.00	2,284.21	89.4%
55230 Retirement	10,957	10,957	9,659.24	752.55	.00	1,297.76	88.2%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
44248 CO Dept of Hum Svcs (DHS)-EBT	-9,600	-9,600	.00	.00	.00	-9,600.00	.0%
57502 Electronic Benefits Transfers	12,000	12,000	.00	.00	.00	12,000.00	.0%
TOTAL Child Welf Res Ment Gunn	2,400	2,400	.00	.00	.00	2,400.00	.0%
03360140 Child Welf Out of Home Gunn							
44248 CO Dept of Hum Svcs (DHS)-EBT	-56,000	-56,000	8,550.85	.00	.00	-64,550.85	-15.3%
57502 Electronic Benefits Transfers	70,000	70,000	9,597.03	.00	.00	60,402.97	13.7%
TOTAL Child Welf Out of Home Gunn	14,000	14,000	18,147.88	.00	.00	-4,147.88	129.6%
03360150 Child Welf Rel Cld Care Gunn							
44205 US Health & Human Serv (HHS)	-2,400	-2,400	-1,467.74	.00	.00	-932.26	61.2%
44248 CO Dept of Hum Svcs (DHS)-EBT	-24,000	-24,000	-11,381.40	.00	.00	-12,618.60	47.4%
57502 Electronic Benefits Transfers	30,000	30,000	14,226.74	.00	.00	15,773.26	47.4%
59012 Random Moment (RMS) Expense	3,000	3,000	1,834.67	.00	.00	1,165.33	61.2%
TOTAL Child Welf Rel Cld Care Gun	6,600	6,600	3,212.27	.00	.00	3,387.73	48.7%
03360160 Child Welf Sub Adopt Gunn							
44248 CO Dept of Hum Svcs (DHS)-EBT	-31,500	-31,500	-9,436.18	.00	.00	-22,063.82	30.0%
57502 Electronic Benefits Transfers	35,000	35,000	10,484.64	.00	.00	24,515.36	30.0%
TOTAL Child Welf Sub Adopt Gunn	3,500	3,500	1,048.46	.00	.00	2,451.54	30.0%
03360180 Prevention and Intervention							
44205 US Health & Human Serv (HHS)	-20,000	-20,000	-19,172.94	.00	.00	-827.06	95.9%
55111 Salaries-Full Time	0	0	7,743.51	.00	.00	-7,743.51	100.0%
55112 Salaries-Part Time	8,546	8,546	380.16	.00	.00	8,165.84	4.4%
55210 Payroll Tax -FICA	666	666	615.69	.00	.00	50.31	92.4%
55220 Health Insurance	0	0	386.40	.00	.00	-386.40	100.0%
55230 Retirement	427	427	292.78	.00	.00	134.22	68.6%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
55210 Payroll Tax -FICA	5,041	5,041	4,030.08	372.28	.00	1,010.92	79.9%
55220 Health Insurance	6,736	6,736	6,037.67	419.82	.00	698.33	89.6%
55230 Retirement	3,230	3,230	2,765.87	177.96	.00	464.13	85.6%
55240 Unemployment Insurance	97	97	85.32	7.69	.00	11.68	88.0%
55250 Workmans' Comp Insurance	580	580	580.40	58.43	.00	-.40	100.1%
55260 Employee Assistance Premium	20	20	18.24	1.78	.00	1.76	91.2%
59012 Random Moment (RMS) Expense	0	7,400	7,068.39	.00	.00	331.61	95.5%
TOTAL CORE 80/20 Gunn	16,059	23,459	23,811.98	6,162.21	.00	-352.98	101.5%
03360610 Child Welf 80/20 Hins							
44205 US Health & Human Serv (HHS)	-35,857	-35,857	-27,458.98	.00	.00	-8,398.02	76.6%
55111 Salaries-Full Time	33,665	33,665	33,665.28	2,818.04	.00	-.28	100.0%
55210 Payroll Tax -FICA	2,588	2,588	2,382.73	197.10	.00	205.27	92.1%
55220 Health Insurance	2,481	2,481	2,567.46	278.58	.00	-86.46	103.5%
55230 Retirement	1,683	1,683	1,683.26	140.90	.00	-.26	100.0%
55240 Unemployment Insurance	50	50	50.45	4.22	.00	-.45	100.9%
55250 Workmans' Comp Insurance	345	345	174.72	14.56	.00	170.28	50.6%
55260 Employee Assistance Premium	9	9	10.20	.85	.00	-1.20	113.3%
57801 Transfer to General Fund	4,000	4,000	1,156.31	.00	.00	2,843.69	28.9%
59012 Random Moment (RMS) Expense	260	260	-544.88	.00	.00	804.88	-209.6%
TOTAL Child Welf 80/20 Hins	9,224	9,224	13,686.55	3,454.25	.00	-4,462.55	148.4%
03360620 Child Welf 100 Hins							
44205 US Health & Human Serv (HHS)	-3,151	-3,151	-3,043.26	.00	.00	-107.74	96.6%
55111 Salaries-Full Time	2,728	2,728	1,752.35	.00	.00	975.65	64.2%
55210 Payroll Tax -FICA	213	213	126.78	.00	.00	86.22	59.5%
55220 Health Insurance	281	281	210.14	.00	.00	70.86	74.8%
55230 Retirement	136	136	87.66	.00	.00	48.34	64.5%
55240 Unemployment Insurance	4	4	2.63	.00	.00	1.37	65.8%
55250 Workmans' Comp Insurance	48	48	40.95	.00	.00	7.05	85.3%
55260 Employee Assistance Premium	1	1	.81	.00	.00	.19	81.0%
59012 Random Moment (RMS) Expense	-260	-260	821.94	.00	.00	-1,081.94	-316.1%
TOTAL Child Welf 100 Hins	0	0	.00	.00	.00	.00	.0%
03360640 Child Welf Out of Home Hins							

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59012 Random Moment (RMS) Expense	0	0	-2,713.30	.00	.00	2,713.30	100.0%
TOTAL CORE 80/20 Hins	1,738	1,738	2,455.82	761.35	.00	-717.82	141.3%
03365110 CSS-Gunn							
44205 US Health & Human Serv (HHS)	-77,200	-77,200	-59,514.94	.00	.00	-17,685.06	77.1%
44398 Fees	-1,000	-1,000	-230.27	.00	.00	-769.73	23.0%
55111 Salaries-Full Time	85,576	85,576	68,551.92	5,040.09	.00	17,024.08	80.1%
55112 Salaries-Part Time	0	0	1,138.09	.00	.00	-1,138.09	100.0%
55210 Payroll Tax -FICA	6,678	6,678	4,634.83	312.93	.00	2,043.17	69.4%
55220 Health Insurance	6,911	6,911	14,014.61	1,453.69	.00	-7,103.61	202.8%
55230 Retirement	4,279	4,279	3,097.94	252.00	.00	1,181.06	72.4%
55240 Unemployment Insurance	128	128	104.53	7.56	.00	23.47	81.7%
55250 Workmans' Comp Insurance	130	130	112.08	6.46	.00	17.92	86.2%
55260 Employee Assistance Premium	35	35	36.40	2.21	.00	-1.40	104.0%
57310 Travel - Transportation	100	100	.00	.00	.00	100.00	.0%
57311 Travel - Motor Pool	500	500	103.60	.00	.00	396.40	20.7%
57312 Travel - Meals	400	400	44.08	.00	.00	355.92	11.0%
57313 Travel - Lodging	1,300	1,300	311.80	.00	.00	988.20	24.0%
57329 Other Professional Services	500	500	410.44	17.16	.00	89.56	82.1%
57332 Meetings-Registrations	516	516	50.00	.00	.00	466.00	9.7%
57354 Administration Fees	650	650	818.46	.00	.00	-168.46	125.9%
57801 Transfer to General Fund	15,000	15,000	16,162.61	.00	.00	-1,162.61	107.8%
TOTAL CSS-Gunn	44,503	44,503	49,846.18	7,092.10	.00	-5,343.18	112.0%
03365120 CSS-TANF IV-D Retained Gunn							
44205 US Health & Human Serv (HHS)	-1,500	-1,500	-4,005.75	.00	.00	2,505.75	267.1%
TOTAL CSS-TANF IV-D Retained Gunn	-1,500	-1,500	-4,005.75	.00	.00	2,505.75	267.1%
03365610 CSS-Hins							
44205 US Health & Human Serv (HHS)	-900	-900	-815.69	.00	.00	-84.31	90.6%
55111 Salaries-Full Time	619	619	610.92	50.91	.00	8.08	98.7%
55210 Payroll Tax -FICA	48	48	40.70	3.16	.00	7.30	84.8%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
55220 Health Insurance	0	0	1,582.38	.00	.00	-1,582.38	100.0%
55230 Retirement	0	0	256.72	.00	.00	-256.72	100.0%
55240 Unemployment Insurance	0	0	13.41	.61	.00	-13.41	100.0%
55250 Workmans' Comp Insurance	0	0	14.83	2.14	.00	-14.83	100.0%
55260 Employee Assistance Premium	0	0	6.28	2.23	.00	-6.28	100.0%
57410 Advertising & Legal Notices	1,694	1,694	5,523.37	.00	.00	-3,829.37	326.1%
TOTAL PA-LEAP Admin Gunn	0	16,250	346.22	439.73	.00	15,903.78	2.1%
03380120 PA-LEAP Benefits Gunn							
44248 CO Dept of Hum Svcs (DHS)-EBT	-200,000	-200,000	-111,655.39	.00	.00	-88,344.61	55.8%
57502 Electronic Benefits Transfers	200,000	200,000	111,655.39	.00	.00	88,344.61	55.8%
TOTAL PA-LEAP Benefits Gunn	0	0	.00	.00	.00	.00	.0%
03380210 PA-Aid to Needy Disabled Gunn							
44205 US Health & Human Serv (HHS)	-2,000	-2,000	4,631.30	.00	.00	-6,631.30	-231.6%
44248 CO Dept of Hum Svcs (DHS)-EBT	-12,000	-12,000	-8,603.48	.00	.00	-3,396.52	71.7%
57502 Electronic Benefits Transfers	15,000	15,000	10,754.35	.00	.00	4,245.65	71.7%
TOTAL PA-Aid to Needy Disabled Gu	1,000	1,000	6,782.17	.00	.00	-5,782.17	678.2%
03380220 PA-Old Age Pension Gunn							
44205 US Health & Human Serv (HHS)	-12,000	-12,000	-13,542.99	.00	.00	1,542.99	112.9%
44248 CO Dept of Hum Svcs (DHS)-EBT	-108,000	-108,000	-50,950.16	.00	.00	-57,049.84	47.2%
57502 Electronic Benefits Transfers	108,000	108,000	50,950.16	.00	.00	57,049.84	47.2%
59012 Random Moment (RMS) Expense	12,000	12,000	13,234.49	.00	.00	-1,234.49	110.3%
TOTAL PA-Old Age Pension Gunn	0	0	-308.50	.00	.00	308.50	100.0%
03380320 PA-Food Assis Benefits Gunn							
44248 CO Dept of Hum Svcs (DHS)-EBT	-1,800,000	-4,057,410	-2,479,620.46	.00	.00	-1,577,789.54	61.1%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
44248 CO Dept of Hum Svcs (DHS)-EBT	-21,000	-83,090	-42,792.77	.00	.00	-40,297.23	51.5%
57502 Electronic Benefits Transfers	21,000	83,090	42,792.77	.00	.00	40,297.23	51.5%
TOTAL PA-Food Assis Benefits Hins	0	0	.00	.00	.00	.00	.0%
04350000 Program Support							
44398 Fees	-11,000	-11,000	-12,603.00	.00	.00	1,603.00	114.6%
44610 Earnings on Investments	-800	-800	362.69	.00	.00	-1,162.69	-45.3%
44801 Transfer from General Fund	-231,947	-231,947	-170,000.00	.00	.00	-61,947.00	73.3%
44999 Other Revenue	0	0	-2,425.00	.00	.00	2,425.00	100.0%
55111 Salaries-Full Time	110,514	110,514	76,799.75	5,328.44	.00	33,714.25	69.5%
55112 Salaries-Part Time	17,571	17,571	25,286.71	2,279.94	.00	-7,715.71	143.9%
55210 Payroll Tax -FICA	10,021	10,021	7,254.45	535.54	.00	2,766.55	72.4%
55220 Health Insurance	17,680	17,680	9,842.96	779.95	.00	7,837.04	55.7%
55230 Retirement	6,020	6,020	3,984.45	316.19	.00	2,035.55	66.2%
55240 Unemployment Insurance	194	194	153.14	11.42	.00	40.86	78.9%
55250 Workmans' Comp Insurance	354	354	260.25	13.49	.00	93.75	73.5%
55260 Employee Assistance Premium	67	67	71.96	4.38	.00	-4.96	107.4%
56110 Office Supplies	100	100	702.03	381.27	.00	-602.03	702.0%
56120 Operating Supplies	2,200	2,200	3,753.70	700.75	.00	-1,553.70	170.6%
56170 Postage	75	75	148.89	.00	.00	-73.89	198.5%
56180 Photocopy	25	25	.00	.00	.00	25.00	.0%
57020 Telephone - Service	1,042	1,042	1,041.96	86.83	.00	.04	100.0%
57311 Travel - Motor Pool	250	250	.00	.00	.00	250.00	.0%
57312 Travel - Meals	200	200	.00	.00	.00	200.00	.0%
57313 Travel - Lodging	240	240	.00	.00	.00	240.00	.0%
57353 Treasurer's Fees	3,254	3,254	10,243.00	21.36	.00	-6,989.00	314.8%
57410 Advertising & Legal Notices	100	100	1,736.28	1,726.50	.00	-1,636.28	1736.3%
57460 Auditing	1,669	1,669	1,656.43	.00	.00	12.57	99.2%
57491 Computer Services	11,550	11,550	11,550.00	962.50	.00	.00	100.0%
57801 Transfer to General Fund	71,659	71,659	71,658.96	5,971.58	.00	.04	100.0%
TOTAL Program Support	11,038	11,038	41,479.61	19,120.14	.00	-30,441.61	375.8%
04550000 Child & Family Health							
44262 CO Dept of Pub Health (CDPHE)	-110,677	-202,139	-193,940.94	.00	.00	-8,198.06	95.9%
44497 Other Private Grants	-5,000	-5,000	-446.67	.00	.00	-4,553.33	8.9%
55111 Salaries-Full Time	68,648	75,124	42,364.44	3,618.55	.00	32,759.56	56.4%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
55220 Health Insurance	19,696	28,291	33,456.07	1,602.81	.00	-5,165.07	118.3%
55230 Retirement	12,325	17,519	14,601.43	1,111.67	.00	2,917.57	83.3%
55240 Unemployment Insurance	395	553	536.67	40.27	.00	16.33	97.0%
55250 Workmans' Comp Insurance	721	1,096	1,139.42	72.01	.00	-43.42	104.0%
55260 Employee Assistance Premium	139	508	222.41	14.53	.00	285.59	43.8%
56110 Office Supplies	3,515	2,999	1,791.69	268.79	.00	1,207.31	59.7%
56120 Operating Supplies	7,618	12,537	9,511.18	91.46	.00	3,025.82	75.9%
56170 Postage	456	638	727.20	.00	.00	-89.20	114.0%
56180 Photocopy	1,766	3,250	2,702.40	.00	.00	547.60	83.2%
56630 Education/Promotion	2,800	5,500	.00	.00	.00	5,500.00	.0%
56651 Medical Supplies	16,643	16,643	11,985.66	.00	.00	4,657.12	72.0%
56652 Pharmacy Supplies	60,700	60,700	47,716.87	.00	.00	12,983.13	78.6%
57020 Telephone - Service	3,508	3,508	3,507.96	292.33	.00	.04	100.0%
57022 Telephone - Cell Phone	600	600	1,510.00	135.00	.00	-910.00	251.7%
57310 Travel - Transportation	994	2,296	903.37	.00	.00	1,392.63	39.3%
57311 Travel - Motor Pool	5,018	5,793	1,674.72	.00	.00	4,118.28	28.9%
57312 Travel - Meals	3,315	1,713	511.36	.00	.00	1,201.64	29.9%
57313 Travel - Lodging	7,231	7,038	4,136.25	.00	.00	2,901.75	58.8%
57324 Contracted Services	0	139,363	23,842.50	.00	.00	115,520.50	17.1%
57327 Laboratory Services	1,000	1,000	310.00	.00	.00	690.00	31.0%
57329 Other Professional Services	33,575	33,875	17,723.77	100.00	.00	16,151.67	52.3%
57330 Meetings-Supplies	500	3,210	114.77	.00	.00	3,095.23	3.6%
57331 Meetings-Meals	5,872	7,900	7,056.82	.00	.00	843.18	89.3%
57332 Meetings-Registrations	1,300	1,000	1,083.00	.00	.00	-83.00	108.3%
57341 Rental - Buildings and Land	2,400	2,100	2,100.00	.00	.00	.00	100.0%
57361 Books & Subscriptions	0	0	72.00	.00	.00	-72.00	100.0%
57410 Advertising & Legal Notices	3,240	10,300	17,300.18	790.87	.00	-7,000.18	168.0%
57420 Printing & Publishing	300	4,432	2,748.96	.00	.00	1,683.04	62.0%
57430 Dues & Memberships	1,000	1,000	3,527.80	.00	.00	-2,527.80	352.8%
57440 Schools & Training	0	0	1,268.00	.00	.00	-1,268.00	100.0%
57470 Insurance & Bonds	4,282	4,282	4,634.04	.00	.00	-352.03	108.2%
57480 Stipends	0	7,188	.00	.00	.00	7,188.00	.0%
57490 Mapping Services	265	265	264.96	22.08	.00	.04	100.0%
57491 Computer Services	20,788	20,788	19,758.00	1,646.50	.00	1,030.21	95.0%
57499 Other Purchased Services	1,800	1,800	1,800.00	.00	.00	.00	100.0%
57500 Contributions	0	400	400.00	.00	.00	.00	100.0%
58460 Computer Equipment	0	0	2,411.76	.00	.00	-2,411.76	100.0%
TOTAL Community Health Services	-11,124	-36,788	97,864.34	32,884.70	.00	-134,652.34	-266.0%

04555010 Light Program

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
55210 Payroll Tax -FICA	1,425	2,397	1,775.11	103.67	.00	621.89	74.1%
55220 Health Insurance	2,698	4,121	2,158.86	.00	.00	1,962.14	52.4%
55230 Retirement	950	1,452	855.20	.00	.00	596.80	58.9%
55240 Unemployment Insurance	28	47	35.66	2.03	.00	11.34	75.9%
55250 Workmans' Comp Insurance	85	105	93.31	1.46	.00	11.69	88.9%
55260 Employee Assistance Premium	9	16	20.43	1.78	.00	-4.43	127.7%
56110 Office Supplies	450	871	226.89	5.08	.00	644.11	26.0%
56120 Operating Supplies	735	4,735	.00	.00	.00	4,735.00	.0%
56180 Photocopy	80	80	.00	.00	.00	80.00	.0%
56611 Computer Equipment under $100	1,500	1,500	.00	.00	.00	1,500.00	.0%
56630 Education/Promotion	500	500	.00	.00	.00	500.00	.0%
57310 Travel - Transportation	60	60	.00	.00	.00	60.00	.0%
57311 Travel - Motor Pool	1,100	1,100	315.84	.00	.00	784.16	28.7%
57312 Travel - Meals	254	254	83.90	.00	.00	170.10	33.0%
57313 Travel - Lodging	227	227	880.32	.00	.00	-653.32	387.8%
57324 Contracted Services	603	3,603	.00	.00	.00	3,603.00	.0%
57329 Other Professional Services	1,000	4,000	15,193.75	.00	.00	-11,193.75	379.8%
57330 Meetings-Supplies	2,390	2,390	.00	.00	.00	2,390.00	.0%
57331 Meetings-Meals	3,078	3,078	140.63	.00	.00	2,937.37	4.6%
57332 Meetings-Registrations	1,000	1,000	439.00	.00	.00	561.00	43.9%
57410 Advertising & Legal Notices	2,053	3,053	3,883.15	260.25	.00	-830.15	127.2%
57480 Stipends	0	2,500	.00	.00	.00	2,500.00	.0%
57491 Computer Services	1,500	1,500	1,500.00	125.00	.00	.00	100.0%
TOTAL Community Leadership	-2,458	-2,458	-49,333.86	1,854.49	.00	46,875.86	2007.1%
04556020 Consumer Protection							
44239 Other Federal Grants	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
44262 CO Dept of Pub Health (CDPHE)	-20,000	-20,000	-46,249.00	.00	.00	26,249.00	231.2%
44398 Fees	-124,034	-124,034	-27,740.00	.00	.00	-96,294.00	22.4%
44540 Late Fees	-2,500	-2,500	.00	.00	.00	-2,500.00	.0%
44599 Other Fines	-2,500	-2,500	.00	.00	.00	-2,500.00	.0%
55111 Salaries-Full Time	105,311	105,311	98,886.49	9,777.83	.00	6,424.51	93.9%
55210 Payroll Tax -FICA	8,217	8,217	7,375.10	726.21	.00	841.90	89.8%
55220 Health Insurance	10,454	10,454	10,547.03	1,152.75	.00	-93.03	100.9%
55230 Retirement	5,266	5,266	4,944.30	488.88	.00	321.70	93.9%
55240 Unemployment Insurance	481	481	148.34	14.66	.00	332.66	30.8%
55250 Workmans' Comp Insurance	15	15	130.39	12.59	.00	-115.39	869.3%
55260 Employee Assistance Premium	40	40	39.61	3.98	.00	.39	99.0%
56110 Office Supplies	1,000	1,000	137.20	46.00	.00	862.80	13.7%
56120 Operating Supplies	1,000	1,000	511.57	.00	.00	488.43	51.2%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
55 Health & Human Services							
44010 Property Tax	-332,000	-332,000	-357,773.89	.00	.00	25,773.89	107.8%
44011 Delinquent Property Tax	-300	-300	280.07	.00	.00	-580.07	-93.4%
44012 Interest & Penalties	-800	-800	-801.40	.00	.00	1.40	100.2%
44020 Sales Tax	-306,000	-306,000	-306,000.00	.00	.00	.00	100.0%
44205 US Health & Human Serv (HHS)	-1,830,889	-1,783,573	-1,322,012.72	-18,515.12	.00	-461,560.28	74.1%
44225 US Health & Human Serv (HHS)	0	-930,000	-36,511.57	-21,984.55	.00	-893,488.43	3.9%
44239 Other Federal Grants	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
44240 CO Dept of Human Svcs (DHS)	-129,850	-155,500	-110,329.39	-3,205.47	.00	-45,170.61	71.0%
44242 CO Dept of Pub Health (CDPHE)	-27,500	-27,500	-16,048.17	-958.64	.00	-11,451.83	58.4%
44248 CO Dept of Hum Svcs (DHS)-EBT	-2,570,513	-5,020,156	-2,955,926.57	.00	.00	-2,064,229.73	58.9%
44259 Other State Revenue	-5,000	-5,000	-7,727.75	-1,122.97	.00	2,727.75	154.6%
44260 CO Dept of Human Svcs (DHS)	-60,000	-178,490	-91,263.42	-1,781.82	.00	-87,226.58	51.1%
44262 CO Dept of Pub Health (CDPHE)	-1,042,520	-1,450,260	-906,413.83	-22,629.23	.00	-543,846.17	62.5%
44283 Hinsdale County	-60,600	-60,600	-27,097.23	.00	.00	-33,502.77	44.7%
44289 Other Local Gov't Revenue	0	-19,500	-1,111.00	.00	.00	-18,389.00	5.7%
44290 City of Gunnison	-15,550	-15,550	-20,000.00	.00	.00	4,450.00	128.6%
44299 Other Local Gov't Grants	-41,935	-41,935	-52,771.32	.00	.00	10,836.32	125.8%
44398 Fees	-160,092	-160,092	-51,729.27	.00	.00	-108,362.73	32.3%
44497 Other Private Grants	-125,269	-257,629	-289,093.67	.00	.00	31,464.23	112.2%
44498 Donations	-1,750	-1,750	-171.00	.00	.00	-1,579.00	9.8%
44540 Late Fees	-2,500	-2,500	.00	.00	.00	-2,500.00	.0%
44599 Other Fines	-2,500	-2,500	.00	.00	.00	-2,500.00	.0%
44610 Earnings on Investments	-8,800	-8,800	1,025.25	.00	.00	-9,825.25	-11.7%
44801 Transfer from General Fund	-231,947	-231,947	-170,000.00	.00	.00	-61,947.00	73.3%
44912 Insurance Proceeds	-88,000	-88,000	-39,823.67	.00	.00	-48,176.33	45.3%
44914 Refund Of Expenditures	0	0	-510.00	.00	.00	510.00	100.0%
44915 Refund Of Expenditures-Retire	0	0	-539.65	.00	.00	539.65	100.0%
44999 Other Revenue	0	0	-2,425.00	.00	.00	2,425.00	100.0%
55110 Salaries-Dept Head/Supervisor	182,702	203,243	187,307.00	16,454.70	.00	15,936.00	92.2%
55111 Salaries-Full Time	2,100,675	2,307,250	1,930,926.62	163,617.12	.00	376,323.38	83.7%
55112 Salaries-Part Time	278,582	335,639	246,304.24	24,510.59	.00	89,334.76	73.4%
55210 Payroll Tax -FICA	194,924	201,068	169,161.27	14,515.82	.00	31,906.73	84.1%
55220 Health Insurance	259,840	272,705	244,644.89	23,979.15	.00	28,060.11	89.7%
55230 Retirement	120,364	123,568	97,466.29	8,244.96	.00	26,101.71	78.9%
55240 Unemployment Insurance	4,140	4,353	3,546.89	306.88	.00	806.11	81.5%
55250 Workmans' Comp Insurance	11,871	13,191	10,870.50	925.34	.00	2,320.50	82.4%
55260 Employee Assistance Premium	1,233	1,657	1,281.29	109.86	.00	375.71	77.3%
56110 Office Supplies	15,660	27,612	9,965.20	1,257.47	.00	17,646.70	36.1%
56120 Operating Supplies	22,836	81,216	54,043.07	792.21	.00	27,172.93	66.5%
56170 Postage	2,602	3,084	2,118.50	.00	.00	965.50	68.7%

FOR 2021 12

JOURNAL DETAIL 2021 1 TO 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
58440 Vehicles	65,000	65,000	39,361.74	.00	.00	25,638.26	60.6%
58441 Vehicles-Other Funds	0	70,000	.00	.00	.00	70,000.00	.0%
58460 Computer Equipment	1,000	1,000	2,411.76	.00	.00	-1,411.76	241.2%
59012 Random Moment (RMS) Expense	-57,653	-49,803	.00	.00	.00	-49,803.00	.0%
59044 Flex for Families	4,000	4,000	1,110.00	.00	.00	2,890.00	27.8%
TOTAL Health & Human Services	160,963	154,564	509,486.24	265,770.95	.00	-354,922.70	329.6%
TOTAL REVENUES	-7,047,316	-11,083,383	-6,764,775.20	-70,197.80	.00	-4,318,607.54	
TOTAL EXPENSES	7,208,278	11,237,946	7,274,261.44	335,968.75	.00	3,963,684.84	
GRAND TOTAL	160,963	154,564	509,486.24	265,770.95	.00	-354,922.70	329.6%

** END OF REPORT - Generated by Jody Wise **

Gunnison County
COLORADO

Comprehensive Annual Financial Report

For the Fiscal Year ended December 31, 2020

Recipients of:

2020 CERTIFICATE OF EXCELLENCE in Performance Management ICMA

GFOA Distinguished Budget PRESENTATION Award

GUNNISON COUNTY, COLORADO

COMPREHENSIVE ANNUAL FINANCIAL REPORT
YEAR ENDED DECEMBER 31, 2020

TABLE OF CONTENTS

INTRODUCTORY SECTION	Page
Letter of Transmittal	i
ICMA Performance Management Award	vii
Organizational Structure	viii
Department/Program Structure	ix
List of Elected Officials	x
Colorado Map	xi

FINANCIAL SECTION	
Independent Auditors' Report	A1
Management's Discussion and Analysis	B1
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	C1
Statement of Activities	C2
Fund Financial Statements:	
Governmental Funds:	
Balance Sheet	C3
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	C4
Statement of Revenues, Expenditures and Changes in Fund Balance	C5
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities	C6
Proprietary Funds:	
Statement of Net Position	C7
Statement of Revenues, Expenses and Changes in Net Position	C8
Statement of Cash Flows	C9
Fiduciary Funds:	
Statement of Fiduciary Net Position	C11
Statement of Changes in Fiduciary Net Position	C12
Notes to Basic Financial Statements	D1
Required Supplementary Information:	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (GAAP Basis) and Actual – General Fund	E1
Major Special Revenue Funds:	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (GAAP Basis) and Actual	
Road & Bridge Fund	E2
Human Services Fund	E3

Property Tax Rates and Tax Levies – Direct and Overlapping Governments G7
Principal Property Tax Payers G8
Property Tax Levies and Collections G10

Debt Capacity:
Outstanding Debt by Activity Type G11
Ratio of Net General Bonded Debt to Assessed Value & Net Bonded Debt Per Capita G12
Ratio of Net Certificates of Participation Debt to Assessed Value & Net Bonded Debt Per Capita G13
Computation of Overlapping & Direct Debt G14
Legal Debt Margin G15

Demographic and Economic Information:
Demographic and Economic Statistics G16
Principal Employers G17
Actual Sales Tax Revenue by Industry Type G18
Housing Starts G19
County Regional Airport Enplanements G20

Operating Information:
Full-Time Equivalent County Employees by Department G21
Operating Indicators G22
Capital Asset G23
General Miscellaneous Statistics G24

STATUATORY REPORT SECTION - SINGLE AUDIT REPORTS & SCHEDULES

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards . H1

Independent Auditor's Report on Compliance for Each Major Federal Program; on Compliance with Passenger Facility Charge Program; Report on Internal Control Over Compliance Required by Uniform Guidance and the Passenger Facility Charge Audit Guide for Public Agencies H3

Schedule of Expenditures of Federal and State Awards H5

Schedule of Findings and Questioned Costs H7

Gunnison County
COLORADO

Finance Department
PHONE (970)641-2203

June 23, 2021

To the Citizens and Board of County Commissioners of Gunnison County:

State law requires Gunnison County (County) to publish a complete set of financial statements prepared in accordance with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted accounting standards by a firm of licensed certified public accountants.

Pursuant to those requirements we hereby present the Comprehensive Annual Financial Report of Gunnison County, Colorado for the fiscal year ended December 31, 2020. This report is prepared by the Finance Department of Gunnison County. Responsibility for both the accuracy of the presented data and the completeness and fairness of presentation, including all disclosures, rests with the County. We believe the data is accurate in all material respects and presented in a manner designed to set forth fairly the financial activity of the various funds. All disclosures necessary for the reader to gain the maximum understanding of the County's financial affairs have been included.

This report is the result of the cooperative effort between the Finance Department and McMahan and Associates, L.L.C., our independent auditors. The independent auditor's report has been included in the financial section of this report on pages A1, A2 and A3. In their opinion, the financial statements were presented fairly in all material respects.

Gunnison County is also required to undergo an annual single audit in conformity with the provisions of the Federal Single Audit Act of 1996 and the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Information related to this single audit, including the schedule of expenditures of federal awards, the independent auditor's reports on the internal control and compliance with applicable laws, regulations, contracts, and grants is included in the single audit section located after the Statistical Section.

GAAP requires management provide a narrative introduction, overview, and an analysis to accompany the basic financial statements. This narrative is in the form of the Management's Discussion and Analysis (MD&A)and can be found immediately following the report of the independent auditors. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it.

PROFILE OF GUNNSION COUNTY

Geography
Gunnison County was founded March 9, 1877. Gunnison County is a great place to live and raise a family. The county was named for John W. Gunnison, a United States Army officer and captain in the Army Topographical Engineers, who surveyed for the transcontinental railroad in 1853. The County is surrounded by the 1.6 million acre Gunnison National Forest encompassing some of the wildest and most beautiful terrain in the world, including Colorado's largest manmade lake - Blue Mesa Reservoir, Black Canyon National Park, Curecanti National Recreation Area, and 2,000 miles of trout streams. In fact, 85% of Gunnison County is under public use and management. Winter activities include world-class alpine skiing and snowboarding, snowmobiling, cross-country skiing, snow shoeing, ice skating and ice fishing. Summer activities include Cattlemen's Days - the oldest rodeo in Colorado, the Crested Butte Wildflower Festival, hiking, climbing, mountain biking, boating, whitewater rafting, kayaking, fly-fishing, camping, hunting and horseback riding.

The City of Gunnison is the county seat of the "unspoiled heart of Colorado." Western Colorado University, located in Gunnison is a fully accredited institution offering unique and balanced undergraduate and graduate academic programs. Just 30 miles away is the historic mining town of Crested Butte, and access to Crested Butte Mountain Resort at the Town of Mt. Crested Butte, a year-round recreation playground known for its outstanding skiing and snowboarding.

Despite the COVID-19 pandemic, the County's 2020 sales tax collections were 14.63% higher than the previous year. Countywide, accommodation and food services make up nearly 23.96% of the total sales tax collections while building materials make up 11.76%.

This past year put significant pressure on our Human Services and Public Health departments for their services as a direct result of the COVID-19 pandemic. Increased costs in 2020 were largely offset with federal CARES Act funding to pay for contact tracers; provide economic support to the business community; and provide economic assistance benefits to citizens in the community directly affected by the sudden unforeseen downturn in the economy and chain of events that transpired thereafter. While the economy shows signs of recovery, the financial and economic impacts that the pandemic will have on future 2021 expenditures are unknown at this time.

These trends are expected to continue in 2021 with growth in the housing and job markets; rising incomes; and increasing retail, tourism, and related sales tax revenues.

FINANCIAL INFORMATION

Budgetary Controls

The County maintains a system of budgetary controls, the objective of which is to ensure compliance with the legal provisions of the annual appropriated budget. The adopted Annual Budget is the basic budget document. It governs all expenditures within a certain fiscal year, which runs from January 1 to December 31. The budgeted expenditures for governmental funds will not exceed estimated resources and requires that public hearings be held prior to the adoption of the budget. Directors are expected to review their budgets on a monthly basis. The Finance Director will periodically review the budget and inform the Director and/or management of its status. A complete summary of significant accounting policies and budgetary principles is presented in the notes to the financial statements.

Fund Accounting

Pursuant to GASB 34 the principal role of funds in the new financial reporting model is to demonstrate fiscal accountability. While there are no limits to the number of individual funds a government elects to use, a basic principle of governmental accounting recommends that the entity use the smallest number of individual funds possible, consistent with its particular circumstances. Gunnison County has 27 funds, which are broken out into three classifications: Governmental, Proprietary and Fiduciary Funds. The general ledger is organized on the basis of these funds and the fund's classification, and maintained in conformance with GAAP. Each fund is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that consist of assets, liabilities, fund equity, revenues and expenditures.

General Fund Balance Policy

The fiscal policy as it relates to General Fund's reserve/contingency account states: The Board has determined the minimum ending fund balance shall be at least 25% of current year's expenditures. The General Fund undesignated/unreserved fund balance is recommended to be at 90 days of the current year's budget appropriation for operations and maintenance, which is defined as the total budget less capital outlay purchases and any incentives/passthrough expenditures.

For fiscal year 2020, the table below is an analysis for the County's conservative and healthy General Fund contingency balances, Unassigned Fund Balance, Restricted TABOR (please see Notes to Financial Statements for TABOR description), and Assigned Contingency Fund Balance are specifically identified in the financial statements for this purpose:

General Fund Contingency Analysis

	FY 2020	FY 2019	FY 2018
Total General Fund Expenditure for Contingency Calculation	$ 14,244,642	$ 14,731,219	$ 13,614,146
Contingency Required	$ 3,561,200	$ 3,682,800	$ 3,403,540
Recommended Days of Fund Balance	90	90	90
Daily Expenditure Per Contingency Calculation	$ 39,030	$ 40,360	$ 37,300
Actual Days of Fund Balance: Contingency, TABOR, & Unassigned Fund Balance	209	141	147

RELEVANT FINANCIAL POLICIES

Gunnison County has a comprehensive set of financial policies. In 2020 there were no material changes to policies that would directly affect the County's financial or budget situation.

MAJOR INITIATIVES

In 2020, Gunnison County continued to focus on the strategic priorities identified by the Board of County Commissioners. Highlights included:

- Participate in Census 2020 Outreach and Count with regional partners.
- Continue to execute the Gunnison County Airport terminal renovation project with federal discretionary and entitlement funding.
- Improve the County's road and bridge system, add quality of life projects (Shady Island Park), and sustainability projects throughout County buildings.
- Upgrade and maintain the motor pool and heavy equipment fleet.

AWARDS AND ACKNOWLEDGEMENTS

Awards

The International City/County Management Association (ICMA) officially recognized Gunnison County, Colorado for its commitment to data-driven government management and reporting with ICMA's highest recognition: a Certificate of Excellence in Performance Management. Certificates are based on established criteria and are awarded at three levels: Achievement, Distinction, and the highest level of recognition, Excellence. Recipients at all levels collect and verify data to ensure reliability, train staff in performance measurement, and report data to the public through budgets, newsletters, and/or information provided to elected officials. Certificates of Distinction are awarded to those who also provide comparative and benchmarking information to the public, use performance data in strategic planning and operational decision-making, and share their knowledge with other local governments through presentations, site visits, and other networking activities. Certificates of Excellence go to those who also track and report key outcomes, survey residents and local government employees, incorporate data into performance dashboards or other visual communications, and foster the development of a performance culture throughout their organizations. Gunnison County, Colorado is among 25 jurisdictions to receive the Certificate of Excellence, and one of 60 recognized overall. Of the five counties nationwide that achieved this distinction, the next smallest has a population of 270,000 and all of the others have over one million residents. A complete list of recipients and examples of programs that exemplify the certificate criteria appear on the Certificate Program page on the ICMA website.

In addition, Gunnison County is expected to receive the GFOA's Distinguished Budget Presentation Award for its budget document for the period beginning January 1, 2021. This will be the eleventh time Gunnison County will receive this award. In order to qualify for the Distinguished Budget Presentation Award, the government's budget document is judged to be proficient in several categories, including a policy document, a financial plan, an operations guide, and a communications device.

Gunnison County, Colorado will make its first attempt to receive the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement for Excellence in Financial Reporting award for its comprehensive annual financial report for the fiscal year ended December 31, 2020. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for the certificate.

ICMA

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION

This

Certificate of Excellence

is presented to

Gunnison County, Colorado

for exceeding the standards established by the International City/County Management Association in the identification and public reporting of key outcome measures, surveying of both residents and employees, and the pervasiveness of performance management in the organization's culture.

Presented in conjunction with the
106th ICMA Annual Conference

September 24, 2020

Marc A. Ott
ICMA Executive Director

Jane Brautigam
ICMA President

Gunnison County
COLORADO

Department/Program Structure

Administration
- County Manager Program
- Finance Program
- Human Resources Program

Airport
- Airport Administration Program
- Airport Construction Program
- Airport Operations Program

Assessor's Office
- Assessor's Office Program

Clerk & Recorder's Office
- County Clerk's Office Program
- Public Trust and Legacy Program
- Licensing and Registration Program

Commissioners' Office
- Commissioners Program

Community & Economic Development
- Land Use Review Program
- Smart Growth Professional Services Program
- Wildlife Conservation Program

Coroner's Office
- Coroner Program

County Attorney's Office
- County Attorney Program

Emergency Management
- Emergency Management Program

Facilities & Grounds
- Facilities & Grounds Program

Geographic Information Services
- Geographic Information Services Program

Health & Human Services
- Community Leadership Program
- Program Coordination Program
- Child and Family Services Program
- Economic Security Program
- Senior Health and Resources Program
- Child Support Program

Information Technology
- IT Resource Program

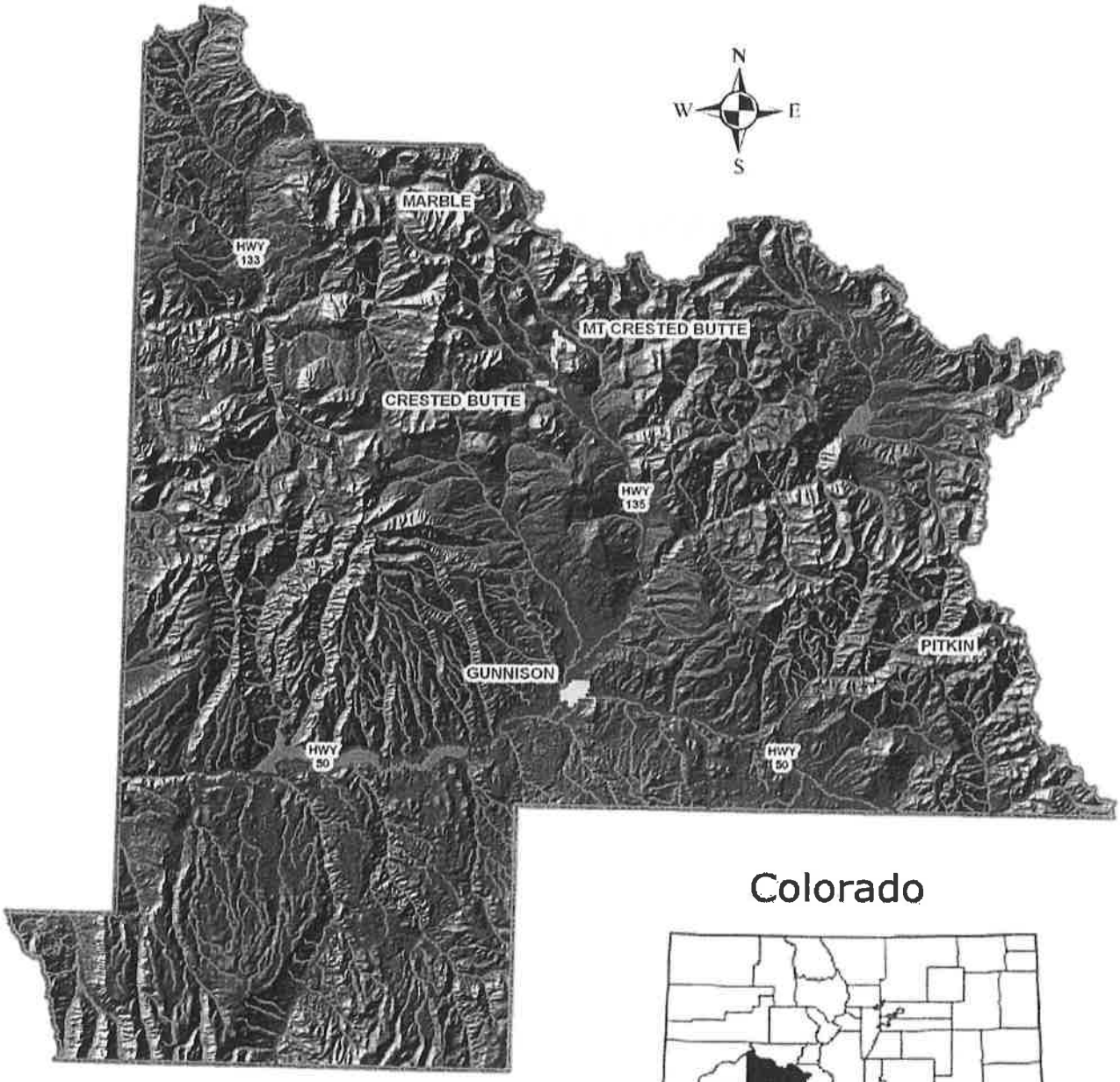
Juvenile Services
- Juvenile Services Program

Public Works
- Fairgrounds Management Program
- Fleet Management Program
- Operational Support Program
- Roads and Bridges Program
- Solid Waste Management Program
- Utility Services Program
- Weed Management Program

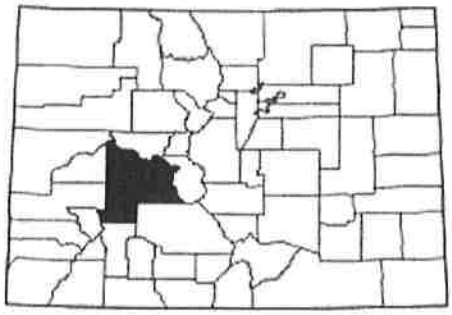
Sheriff's Office
- Alternative Services Program
- Detention Services Program
- Sheriff's Office Program

Treasurer's Office
- Public Trustee Program
- Treasurer's Office Program

Gunnison County
COLORADO



Colorado



INDEPENDENT AUDITOR'S REPORT

Gunnison County
COLORADO

INDEPENDENT AUDITOR'S REPORT
To the Board of County Commissioners
Gunnison County, Colorado

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of Gunnison County, Colorado as of December 31, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in note III.G to the financial statements, the County determined that certain capital assets were not recorded in prior years. The County also determined that certain capital asset related debt was not recorded in prior years. These changes resulted in restatements of prior period fund balances and net position. Our opinions are not modified with respect to this matter.

Other Matters

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis in Section B be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The budgetary comparison information in section E is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. The budgetary comparison information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's financial statements taken as a whole. The introductory section, combining fund financial statements, individual fund budgetary information, the Schedule of Passenger Facility Charges Collected and Expended, the Local Highway Finance Report, and the statistical section listed in the accompanying table of contents are presented for purposes of additional analysis and are not a required part of the County's financial statements. The combining fund financial statements, the individual fund budgetary information, and the Local Highway Finance Report are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The introductory and statistical sections have not been subject to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

Overview of the Financial Statements (continued)

Government-Wide Financial Statements (continued)

culture and recreation, and public works. The business-type activities of the County include those relating to the airport, water systems, sewer systems, sanitation (landfill), and housing operations.

The government-wide financial statements can be found on pages C1 and C2 of this report.

Fund Financial Statements
A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds
Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. The County's major governmental funds include the General Fund, Road and Bridge Fund, Human Services Fund, Sales Tax Capital Improvement Fund, Airport Construction, and Capital Expenditures Fund. The County also reports a number of non-major governmental funds.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. The Balance Sheet and the Statement of Revenues, Expenditures and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The County adopts an annual appropriated budget for all its Funds. A budgetary comparison statement has been provided for all funds to demonstrate compliance with this budget.

The basic major governmental fund financial statements can be found on pages C3 through C6.

Proprietary Funds
The County maintains proprietary funds commonly known as enterprise funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The County uses enterprise funds to account for its airport, water, sewer, sanitation, and housing authority operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for each of the business-type services provided by the County, each of which is considered to be a major fund of the County.

The basic proprietary fund financial statements can be found on pages C7 through C9 of this report.

Fiduciary Funds
Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own programs. The fiduciary funds used by the County account for the County Treasurer and the Public Trustee, both of which collect and hold assets on behalf of other individuals and governments.

The basic fiduciary fund financial statements can be found on pages C10 and C11 of this report.

Overview of the Financial Statements (continued)

Government-wide Financial Analysis (continued)

At the end of the 2020 fiscal year, the County is able to report positive balances in all three categories of net position, first for the government as a whole, and then as separate governmental and business-type activities.

Gunnison County's Net Position

Table 1	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Assets						
Current and other assets	$ 49,744,686	$ 39,553,885	$ 8,008,044	$ 6,183,966	$ 57,752,730	$ 45,737,851
Capital assets, net	52,521,183	52,640,763	39,189,603	40,688,815	91,710,786	93,329,578
Total Assets	102,265,869	92,194,648	47,197,647	46,872,781	149,463,516	139,067,429
Deferred Outflow of Resources						
Deferred Outflow of Resources	1,135,417	-	-	-	1,135,417	-
Total Outflow of Resources	1,135,417	-	-	-	1,135,417	-
Total Assets & Deferred Outflow of Resources	103,401,286	92,194,648	47,197,647	46,872,781	150,598,933	139,067,429
Liabilities						
Other liabilities	7,185,552	7,379,423	497,917	214,483	7,683,469	7,593,906
Long-term liabilities	33,370,738	23,875,546	4,779,049	4,898,534	38,149,787	28,774,080
Total Liabilities	40,556,290	31,254,969	5,276,966	5,113,017	45,833,256	36,367,986
Deferred Inflow of Resources						
Deferred Inflow of Resources	10,832,630	8,718,218	-	-	10,832,630	8,718,218
Total Inflow of Resources	10,832,630	8,718,218	-	-	10,832,630	8,718,218
Total Liabilities & Deferred Inflow of Resources	51,388,920	39,973,187	5,276,966	5,113,017	56,665,886	45,086,204
Net Position						
Net investment in capital assets	27,755,118	30,002,151	35,784,593	37,340,428	63,539,711	67,342,579
Restricted	10,242,165	9,156,295	606,209	240,896	11,878,039	9,397,191
Unrestricted	14,015,083	13,063,015	4,501,216	4,178,440	18,515,297	17,241,455
Total Net Position	$ 52,012,366	$ 52,221,461	$ 41,920,681	$ 41,759,764	$ 93,933,047	$ 93,981,225

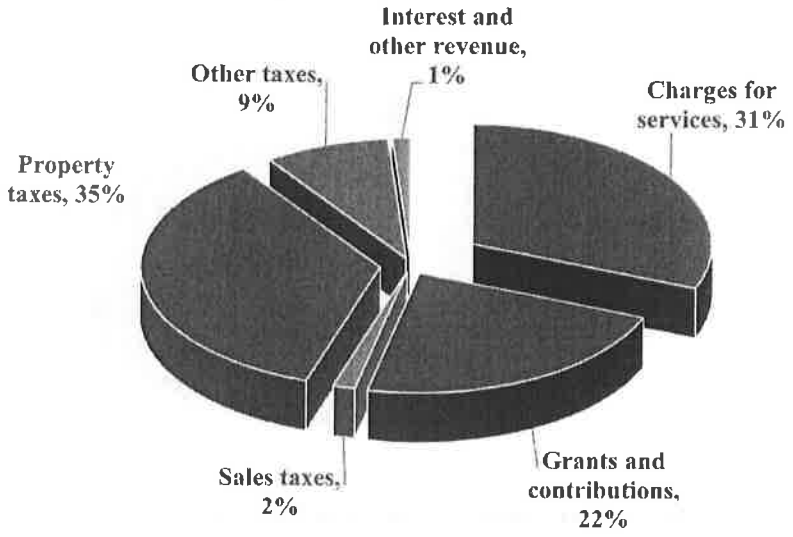
Overview of the Financial Statements (continued)

Government-wide Financial Analysis (continued)

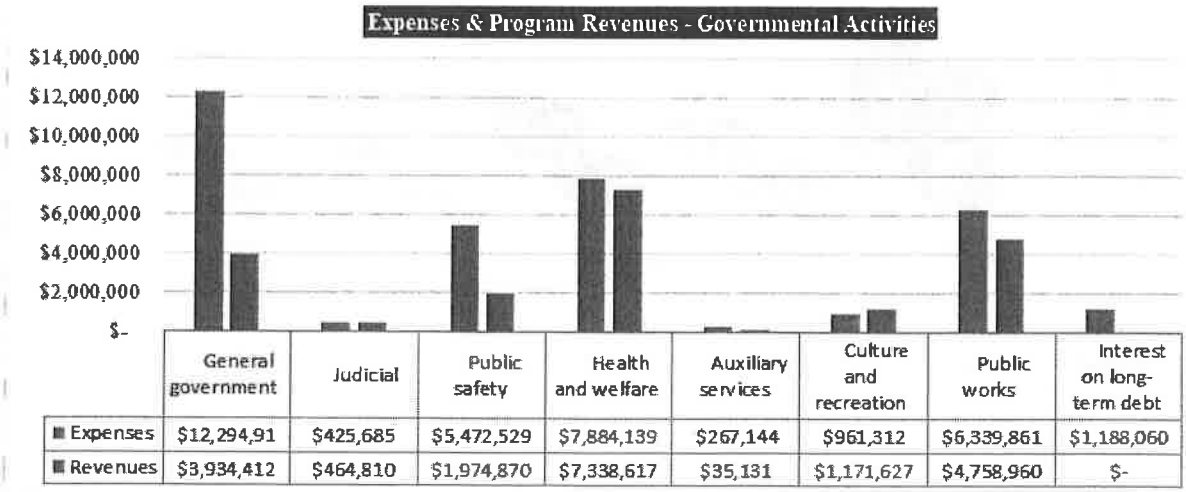
Governmental Activities

The County's governmental activities' revenues source distribution is presented below.

Revenues by Source - Governmental Activities



The County's governmental activities' program expenses and program revenues are presented below.



	General government	Judicial	Public safety	Health and welfare	Auxiliary services	Culture and recreation	Public works	Interest on long-term debt
Expenses	$12,294,91	$425,685	$5,472,529	$7,884,139	$267,144	$961,312	$6,339,861	$1,188,060
Revenues	$3,934,412	$464,810	$1,974,870	$7,338,617	$35,131	$1,171,627	$4,758,960	$-

Overview of the Financial Statements (continued)

Financial Analysis of the County's Funds (continued)

General Fund

The General Fund is the chief operating fund of the County. The General Fund assets exceeded its liabilities by over $8.64 million (fund balance). Of this amount, $4.61 million (unassigned fund balance) may be used to meet the General Fund's ongoing obligations. This is a decrease from last year's unassigned fund balance of $186,094. The fund balance increased by $2.43 million but the unassigned fund balance decreased due to the recognition of the contingency funds assigned for emergency purposes, thereby decreasing the unassigned portion.

Proprietary Funds: The County's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The County's proprietary funds increased net position by $355,920.

General Fund Budgetary Highlights

The General Fund budget was amended during the year by $2,090,332. Actual expenditures were $3,815,527 less than the amended budget. Some of the key changes this fiscal year for this increase were:

- An increase to emergency management activity of over $2.18 million in order to support COVID operations for the community's health.

Capital Asset and Debt Administration

Capital Assets

The County's capitalization policy pertains to assets with a purchase value of $4,000 or greater. Assets of lesser value are treated as operational expenditures.

Gunnison County's Capital Assets
(Net of Depreciation)

Table 3	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Construction-in-progress	$ 1,473,279	$ 323,272	$ 1,695,271	$ 517,452	$ 3,168,550	$ 840,724
Land	3,754,744	3,692,289	11,332,117	11,332,117	15,086,861	15,024,406
Buildings	36,399,578	37,459,534	4,240,109	4,511,627	40,639,687	41,971,161
Improvements other than building	585,174	623,434	15,538,867	17,361,133	16,124,041	17,984,567
Infrastructure	5,227,247	5,963,356	4,708,712	5,053,392	9,935,959	11,016,748
Machinery & Equipment	5,081,161	3,613,078	1,674,527	1,913,094	6,755,688	5,526,172
	$ 52,521,183	$ 51,674,963	$ 39,189,603	$ 40,688,815	$ 91,710,786	$ 92,363,778

The County's capital assets for its governmental and business-type activities amounts to $91.71 million. This investment in capital assets includes land, buildings and system improvements, and machinery and equipment net of depreciation. The total decrease in the County's net investment in capital assets for the current fiscal year was $652,992 or -0.7%, due to the amount of depreciation that was recognized in 2020.

The main Governmental Activities asset additions in 2020 included ongoing energy performance upgrades ($950,395), library construction ($227,809), park projects ($231,197), and solar projects ($1,688,189). The main Business-Type asset additions in 2020 relate to airport terminal expansion projects ($1,177,819

Additional information as well as a detailed classification of the County's net capital assets can be found in the Notes to the Financial Statement in Section D of this report.

BASIC FINANCIAL STATEMENTS

Gunnison County, Colorado
Statement of Activities
For the Year Ended December 31, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Primary Government: Business-type Activities	Net (Expense) Revenue and Changes in Net Position: Primary Government: Total	Discrete Component Unit: Hospital	Total
Primary Government:									
Governmental Activities:									
General government	$ 12,294,916	$ 3,388,149	$ 246,860	$ 299,403	$ (8,360,504)		$ (8,360,504)	$ -	$ (8,360,504)
Judicial	425,685	464,810	-	-	39,125		39,125	-	39,125
Public safety	5,472,529	1,789,969	184,901	-	(3,497,659)		(3,497,659)	-	(3,497,659)
Health and welfare	7,884,139	990,967	1,236,834	5,110,816	(545,522)		(545,522)	-	(545,522)
Auxiliary services	267,144	35,131	-	-	(232,013)		(232,013)	-	(232,013)
Culture and recreation	961,312	29,009	62,618	1,080,000	210,315		210,315	-	210,315
Public works	6,339,861	4,698,173	60,787	-	(1,580,901)		(1,580,901)	-	(1,580,901)
Interest on long-term debt	1,188,060	-	-	-	(1,188,060)		(1,188,060)	-	(1,188,060)
Total governmental activities	34,833,646	11,396,208	1,792,000	6,490,219	(15,155,219)		(15,155,219)	-	(15,155,219)
Business-type Activities:									
Airport	3,467,059	1,169,411	1,142,560	987,601		(167,487)	(167,487)		(167,487)
Sewer	816,632	768,729	-	-		(47,903)	(47,903)		(47,903)
Water	438,081	392,518	18,570	-		(26,993)	(26,993)		(26,993)
Solid Waste	957,003	1,193,809	-	-		236,806	236,806		236,806
Assisted Living	38,063	-	-	-		(38,063)	(38,063)		(38,063)
Mountain View Housing	238,944	246,007	-	-		7,063	7,063		7,063
Total Business-type Activities	5,955,782	3,770,474	1,161,130	987,601		(36,577)	(36,577)		(36,577)
Total Primary Government	40,789,428	15,166,682	2,953,130	7,477,820	(15,155,219)	(36,577)	(15,191,796)		(15,191,796)
Component Unit:									
Hospital	$ 61,405,101	$ 61,855,777	$ 4,878,265	$ -				$ 5,328,941	$ 5,328,941
General revenues and transfers									
Taxes:									
Property taxes					$ 10,089,827	$ -	$ 10,089,827	$ 803,289	$ 10,893,116
Specific ownership taxes					701,940	-	701,940	-	701,940
Sales taxes					3,436,992	-	3,436,992	-	3,436,992
Marketing and promotion taxes					2,403,889	-	2,403,889	-	2,403,889
Other taxes					34,257	-	34,257	-	34,257
Investment earnings					459,967	125,291	585,258	856,522	1,441,780
Transfers					(267,206)	267,206	-	-	-
Gain (loss) on asset disposals					240,915	-	240,915	5,323	246,238
Total General Revenues and Transfers					17,100,581	392,497	17,493,078	1,665,134	19,158,212
Change in Net Position					1,945,362	355,920	2,301,282	6,994,075	9,295,357
Net Position - Beginning of Year					52,221,461	41,759,764	93,981,225	73,572,055	167,553,280
Prior Period Adjustment/Restatement					(2,154,457)	(195,003)	(2,349,460)	-	(2,349,460)
Net Position - End of Year					$ 52,012,366	$ 41,920,681	$ 93,933,047	$ 80,566,130	$ 174,499,177

The notes to the financial statements area an integral part of this statement

Gunnison County, Colorado
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
December 31, 2020

Amounts reported for governmental activities in the Statement of Net Position are different because:

(1)	Total fund balances - governmental funds balance sheet		$	28,517,553
	Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. However, in the Statement of Net Position, the cost of those assets are capitalized and expensed over their estimated lives through annual depreciation expense.			
	Capital assets, not depreciated	5,146,159		
	Capital assets (net of acc. depreciation)	38,904,920		
				44,051,079
(2)	Internal service funds are used by management to charge the costs of the motor pool, equipment costs and health insurance to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Position. This represents the net equity of the internal service funds less the fixed assets and long-term liabilities which are included in this reconciliation.			
	ISF I - Fleet Management	10,645,577		
	ISF II - Information Technology	862,174		
	ISF III - Health Insurance	1,930,059		
				13,437,810
(3)	Long-term liabilities, including leases payable, bonds payable, compensated absences, and interest payable are not due and payable in the current period and, therefore, are not reported in the funds. The following liabilities are are reported in the government-wide Statement of Net Position.			
	Accrued compensated absences			
	Current	(607,159)		
	Long-term	(910,739)		
	Certificates of Participation			
	Current	(940,000)		
	Long-term	(28,829,608)		
	Leases			
	Current	(285,368)		
	Long-term	(3,406,683)		
	Unamortized loss - Deferred Outflow	1,135,417		
				(33,844,140)
(4)	Interest expense in the statement of activities differs from the amount reported in governmental funds due to accrued interest calculated for bonds and notes payable.			
	Certificates of Participation	(98,283)		
	Leases	(51,653)		
				(149,936)
	Net Position of Governmental Activities - statement of net position		$	52,012,366

The notes to the financial statements area an integral part of this statement

Gunnison County
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities
For the Year Ended December 31, 2020

Amounts reported for governmental activities in the Statement of Activities are different because:

Net changes in fund balances - total governmental funds		$	8,643,854
(1) Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlay exceeded depreciation expense in the current period for all governmental activities excluding internal service funds which is shown separately below:			
Capital outlay, net of adjustments	3,570,694		
Depreciation expense, net of adjustments	(2,517,957)		
			1,052,737
(2) The internal service funds are used by management to charge the costs of the motor pool, equipment costs and health insurance to individuals funds. The net revenue of these funds is reported with governmental activities in the Statement of Activities.			
ISF I - Fleet Management	100,215		
ISF II - Information Technology	(56,184)		
ISF III - Health Insurance	(529,293)		
			(485,262)
(3) Repayment of bond principal is reported as an expenditure in governmental funds. For the County as a whole, however, the principal payments reduce the liabilities in the statement of net assets and do not result in an expense in the statement of activities. The County's debt was reduced due to principal payments made to bondholders and the amortization of debt premium and gain or loss on refunding, which results in an increase to interest expenses. Also, any new debt issuances are recorded as other financial sources but not counted as revenue in governmental activity. This is the result of debt activity.			
Capital lease	(1,179,311)		
New Certificates of Participation	(26,685,000)		
Premium	(3,332,609)		
Book Value Gain/(Loss) on refunding	-		
Principal payment:			
Lease	311,366		
Certificate of participation	1,746,007		
Defeasance of debt, net of unamortized item	22,115,000		
			(7,024,547)
(4) Compensated absences reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This represents the change in compensated balances during the past year for governmental funds.			
Liability at December 31, 2020	1,517,898		
Liability at December 31, 2019	1,338,150		
			(179,748)
(5) Capitalization of bond premiums and gain/loss on refunding is recognized as a liability in Statement of Net Position but is recognized over time in the Statement of Activities:			
Amortization expense			88,264
(6) Interest expense in the statement of activities differs from the amount reported in governmental funds due to accrued interest calculated for debt payable.			
Current year accrual	(149,936)		
Prior year accrual	-		
			(149,936)
Change in Net Position of Governmental Activities		$	1,945,362

The notes to the financial statements area an integral part of this statement

Gunnison County, Colorado
Proprietary Funds
Statement of Revenues, Expenses and Changes in Fund Net Position
For the Year Ended December 31, 2020

	Business-type Activities - Enterprise Funds							Governmental Activities - Internal Service Funds
	Airport Operations	Gunnison County Sewer	Gunnison County Water	Solid Waste Operations	Gunnison County Housing Auth. Assisted Lvg.	Gunnison County Housing Auth. Mtn. View	Totals	
Operating revenues:								
Rent, net	$ 337,575	$ -	$ -	$ -	$ -	$ -	$ 337,575	$ -
Charges and fees	535,273	766,152	389,371	1,159,941	-	243,790	3,094,527	5,695,586
Other	296,563	2,577	3,147	33,868	-	2,217	338,372	40,624
Total operating revenues	1,169,411	768,729	392,518	1,193,809	-	246,007	3,770,474	5,736,210
Operating expenses:								
Personnel services	832,102	51,932	159,892	504,562	-	-	1,548,488	1,149,392
Supplies and Materials	81,574	4,579	15,899	41,679	-	550	144,281	838,497
Contractual Services	325,369	443,827	109,412	353,976	-	156,656	1,389,240	3,567,501
Depreciation	2,223,933	236,980	130,022	46,088	38,063	55,930	2,731,016	724,908
Total operating expenses	3,462,978	737,318	415,225	946,305	38,063	213,136	5,813,025	6,280,298
Operating income (loss)	(2,293,567)	31,411	(22,707)	247,504	(38,063)	32,871	(2,042,551)	(544,088)
Non-operating revenues (expenses):								
Gain (loss) on disposal of capital assets	-	-	-	-	-	-	-	75,349
Grant revenue	2,130,161	-	18,570	-	-	-	2,148,731	-
Investment revenue	45,583	30,405	13,655	34,640	-	1,008	125,291	83,340
Interest expense	(4,081)	(79,314)	(22,856)	(10,698)	-	(25,808)	(142,757)	(21,391)
Total non-operating revenues/(expenses)	2,171,663	(48,909)	9,369	23,942	-	(24,800)	2,131,265	137,298
Income/(loss) before transfers	(121,904)	(17,498)	(13,338)	271,446	(38,063)	8,071	88,714	(406,790)
Transfers In	416,536	-	29,181	25,450	-	-	471,167	144,500
Transfers (Out)	(71,172)	(44,877)	(14,520)	(73,392)	-	-	(203,961)	(222,972)
Change in net position	223,460	(62,375)	1,323	223,504	(38,063)	8,071	355,920	(485,262)
Total net position - beginning of year	34,924,755	2,944,599	1,956,206	982,464	1,348,959	(397,219)	41,759,764	14,073,295
Prior period adjustment/restatement	-	-	-	(195,003)	-	-	(195,003)	(150,223)
Total net position - end of year	$ 35,148,215	$ 2,882,224	$ 1,957,529	$ 1,010,965	$ 1,310,896	$ (389,148)	$ 41,920,681	$ 13,437,810

The notes to the financial statements area an integral part of this statement

	Business-type Activities - Enterprise Funds							Governmental Activities - Internal Service Funds
	Airport Operations Fund	Gunnison County Sewer Fund	Gunnison County Water Fund	Solid Waste Fund	Gunnison County Housing Auth. Assisted Lvg.	Gunnison County Housing Auth. Mtn. View	Totals	
Reconciliation of operating income/(loss) to net cash provided/(used) by operating activities:								
Operating income/(loss)	$ (2,293,567)	$ 31,411	$ (22,707)	$ 247,504	$ (38,063)	$ 32,871	$ (2,042,551)	$ (544,088)
Adjustments to reconcile operating income/(loss) to net cash provided (used) by operating activities:								
Depreciation and amortization	2,223,933	236,980	130,022	46,088	38,063	55,930	2,731,016	724,908
Changes in assets and liabilities:								
(Increase) Decrease in Accounts and Other Receivables, net	(55,229)	(8,031)	6,731	(145,251)	3,041	-	(198,739)	164,044
(Increase) Decrease in Inventories	-	-	-	7,181	-	-	7,181	(18,811)
(Increase) Decrease in Prepaid	2,293	105	-	-	-	(519)	1,879	(8,740)
Increase (Decrease) in Accounts Payable	(29,133)	3,476	(16,479)	7,673	-	1,286	(33,177)	52,563
Increase (Decrease) in Accrued Compensation	14,813	676	5,286	6,043	-	-	26,817	32,302
Increase (Decrease) in Other Liabilities	-	-	-	42,989	-	-	42,989	-
Net cash provided/(used) by operating activities	$ (136,890)	$ 264,617	$ 102,853	$ 212,227	$ 3,041	$ 90,596	$ 536,443	$ 402,178

The notes to the financial statements area an integral part of this statement

Gunnison County, Colorado
Fiduciary Funds
Statement of Changes in Fiduciary Net Position
For the Year Ended December 31, 2020

		Custodial Funds
Additions		
Taxes collected for other governments	$	37,198,784
Public trustee activity		1,037,132
Miscellaneous		19,272,450
Total Additions		57,508,366
Deductions		
Taxes disbursed		42,390,481
Public trustee disbursements		949,772
Funds held for others		51,804
Miscellaneous		14,045,161
Total Deductions		57,437,218
Net Increase (Decrease) in Fiduciary Net Position		71,148
Net Position - Beginning of the Year		689,082
Net Position - End of the Year	$	760,230

The notes to the financial statements area an integral part of this statement

I. Summary of Significant Accounting Policies

Gunnison County (the "County") is a statutory county located in western Colorado. An elected Board of Commissioners is responsible for setting policy, appointing administrative personnel and the adoption of an annual budget in accordance with state statutes. The County's operations include sheriff protection, health and human services, culture and recreation, road maintenance, an airport, water and sewer services, a housing administration, and a landfill.

The County's financial statements are prepared in accordance with generally accepted accounting principles ("GAAP"). The Governmental Accounting Standards Board ("GASB") is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established by GAAP used by the County are discussed below.

A. Reporting Entity

The reporting entity consists of (a) the primary government; i.e., the County, and (b) organizations for which the County is financially accountable. The County is considered financially accountable for legally separate organizations if it is able to appoint a voting majority of an organization's governing body and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the County. Consideration is also given to other organizations which are fiscally dependent; i.e., unable to adopt a budget, levy taxes, or issue debt without approval by the County. Organizations for which the nature and significance of their relationship with the County are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete are also included in the reporting entity.

The financial statements of component units have been included in the financial reporting entity either as blended or discretely presented component units.

1. Blended Component Units

The Gunnison County Housing Authority (the "Housing Authority") - Gunnison Senior Housing Project, an entity legally separate from the County, is governed by the Gunnison County Board of County Commissioners. For financial reporting purposes, the Authority is reported as if it was part of the County's operations because its purpose is to finance and provide low income senior housing to the citizens of the County.

In 2003, the County's electorate approved the creation of the Gunnison River Valley Local Marketing District (the "District"). The District was created for the organization, promotion, marketing, and management of public events; activities in support of business recruitment, management and development; and coordinating tourism promotion activities within the District's boundaries. The County's Board of County Commissioners sits as *ex officio* as the District's Board. For financial reporting purposes, the District is reported as a blended component unit and resembles the reporting for other special revenue funds.

I. Summary of Significant Accounting Policies (continued)

B. Government-wide and Fund Financial Statements (continued)

1. Government-wide Financial Statements (continued)

The government-wide Statement of Activities reports both the gross and net cost of each of the County's non-fiduciary functions (e.g., public safety, culture and recreation, etc.) and business-type activities (e.g., water, sewer, solid waste, etc.). The functions are also supported by general government revenues (property and sales taxes, intergovernmental revenue, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Program revenues must be directly associated with the function or business-type activity. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The government-wide focus is on the sustainability of the County as an entity and the change in the County's net position resulting from the current year's activities.

2. Fund Financial Statements

The financial transactions of the County are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenditures/expenses. The fund focus is on current available resources and budget compliance.

The County reports the following major governmental funds:

The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the County, except those required to be accounted for in another fund.

The *Road and Bridge Fund* accounts for the County's share of state revenues that are legally restricted for the maintenance of highways and roads within the County's boundaries and also accounts for other revenues restricted for highway and road purposes.

The *Human Services Fund* administers the County's state and federal revenues that are restricted for the provision of social services to the residents of the County.

The *Sales Tax Capital Improvement Fund* accounts for the collection of sales tax restricted for capital expenditures.

The *Capital Expenditures Fund* accounts for the accumulation of resources for future capital expenditures.

I. Summary of Significant Accounting Policies (continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

1. Long-term Economic Focus and Accrual Basis

Both the governmental and business-type activities in the government-wide financial statements and the proprietary and fiduciary financial statements use the long-term economic focus and are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred, regardless of the timing of the related cash flows. On the accrual basis, revenue from property taxes is recognized in the year for which taxes are levied. Revenue from grants and donations is recognized in the year in which all eligibility requirements have been satisfied.

2. Current Financial Focus and Modified Accrual Basis

The governmental fund financial statements use the current financial focus and are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. The County considered all revenues reported in the governmental funds to be available if they are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general ling-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of long-term liabilities and acquisitions under capital leases are reported as other financing sources.

3. Financial Statement Presentation

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's enterprise fund are charges to customers for sales. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenue and expense notes meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, then unrestricted resources as they are needed.

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts (continued)

5. Inventories

The inventories are recorded at cost and are accounted for by the consumption method.

6. Prepaid Expenses

Payments made to vendors for services that will benefit periods beyond December 31, 2020 are recorded as prepaid expenses.

7. Capital Assets

Capital assets, which include land, buildings, building improvements, equipment, and vehicles, are reported in the applicable governmental columns in the government-wide financial statements. Capital assets are defined by the County as assets with an initial cost of $4,000 or more and an estimated useful life in excess of two years for all assets other than equipment. Such assets are recorded at historical cost. Donated capital assets are valued at acquisition value and not fair value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable.

Capital outlay for projects is capitalized as projects are constructed. Interest incurred during the construction phase is capitalized as part of the value of the assets constructed in the business-type activities.

Infrastructure, buildings, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Building	5 – 50 years
Infrastructure	10 – 25 years
Improvements	5 – 30 years
Machinery & Equipment	3 – 15 years

The book value of property and equipment transferred to the City of Gunnison for additional capacity at their wastewater treatment facility are being amortized on the straight-line method over a period of twenty-five (25) years. The term of the agreement is indefinite and does not include treatment costs.

8. Unavailable Property Taxes

Property taxes in the State of Colorado are assessed in one year as a lien on the property, but not collected by the governmental units until the subsequent year. In accordance with generally accepted accounting principles, the assessed but uncollected property taxes have been recorded in the accompanying financial statements as a receivable and as deferred inflow of resources. Unpaid property taxes are annually sold at auction, thereby eliminating the need for allowances for uncollectible tax receivables.

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts (continued)

11. Fund Equity (continued)

Net Position - Net position represent the difference between assets, deferred outflows of resources, liabilities, and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. This net position amount also is adjusted by any bond issuance deferred amounts. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. All other net position is reported as unrestricted.

The County applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

12. Deferred Outflows and Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The County has one item that qualified for reporting under this category. This item is deferred charge on refunding. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. The amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The County has items that qualifies for reporting in this category. Accordingly, unavailable property tax revenue and certain grant revenues are deferred and recognized as an inflow of resources in the period that the amounts become available and earned.

13. Interfund Transactions

Quasi-external (i.e., internal service fund) transactions are accounted for as revenues, expenditures or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed.

All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers.

III. Stewardship, Compliance, and Accountability

A. Legal Compliance - Budgets

Property taxes become a lien on the property as of January 1 of the year assessed. Taxes levied in one year are collected in the succeeding year. Thus taxes certified in 2018 were collected in 2019 and taxes certified in 2019 will be collected in 2020. Taxes are due on January 1st in the year of collection; however, they may be paid in either one installment (no later than April 30th) or two equal installments (not later than February 28 and June 15th) without interest or penalty. Taxes which are not paid within the prescribed time bear interest at the rate of one percent (1%) per month until paid. Unpaid amounts and the accrued interest thereon become delinquent on June 15th. Expenditures may not legally exceed budgeted appropriations at the fund level. During the year, supplementary appropriations were necessary. Appropriations lapse at the end of each calendar year.

B. Budgetary Information

As required by Colorado statutes, the County follows these procedures in establishing the budgetary data reflected in the financial statements.

(1) For the 2021 budget, prior to August 28, 2020, the County Assessor sent to the County Finance Director a certified assessed valuation of all taxable property within the County.

(2) Based on this assessed valuation, the County Finance Director computed a rate of levy which when levied would raise the amounts, along with other revenues, necessary to fund the County operating requirements. The levy rate and proposed budget was submitted to the County Commissioners before December 22, 2020.

(3) Notice was published within ten (10) days which contained: availability of proposed budget for public inspection, date and time of budget adoption meeting, and that any County taxpayer may file objection prior to adoption of the budget.

(4) The final budget and appropriating resolution was adopted prior to December 31.

(5) After adoption of the budget resolution, the County may make by resolution the following changes: (i) supplemental appropriations to the extent of revenues in excess of the estimated in the budget; (ii) emergency appropriations; and (iii) reduction of appropriations for which originally estimated revenues are insufficient. At any time during the year, the County may, by resolution, transfer part of all of any unexpended funds from one department or fund to another.

III. Stewardship, Compliance, and Accountability (continued)

D. TABOR Amendment – Revenue and Spending Limitation Amendment (continued)

Except for refinancing bonded debt at a lower interest rate or adding new employees to existing pension plans, TABOR requires advance voter approval for the creation of any multiple fiscal year debt or other financial obligation unless adequate present cash reserves are pledged irrevocably and held for payments in all future fiscal years.

TABOR also requires local governments to establish emergency reserves to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. These reserves are required to be 3% or more of fiscal year spending (excluding bonded debt service). The County has reserved year-end fund balance in the General Fund for emergencies as required under TABOR in the amount of $1,051,000.

The initial base for local government spending and revenue limits is December 31, 1992. Future spending and revenue limits are determined based on the prior year's fiscal year spending adjusted for inflation in the prior calendar year plus annual local growth. Fiscal year spending is generally defined as expenditures and reserve increases with certain exceptions. Revenue, if any, in excess of the fiscal year spending limit must be refunded in the next fiscal year unless voters approve retention of such revenue.

On November 5, 1996, the County's electorate approved the following ballot question:

> *"May Gunnison County, without any increase in County rates and without exceeding the property tax revenue limit, keep and spend for County services and capital expenditures, in 1996 and each year thereafter, any excess revenues from grants, fees, interest, sales tax, and all other revenue sources without being limited by the restrictions of Article X, Section 20 of the Colorado Constitution (commonly known as Amendment 1 and/or the "Tabor Amendment")".*

On November 7, 2000 the County's electorate approved the following ballot question:

> *"May Gunnison County be authorized to collect, keep, and expend all revenues it receives from its property tax levy in 2001 and each year thereafter as a revenue change pursuant to Article X, Section 20 of the Colorado Constitution provided that nothing in this question authorizes the County to increase its permanent rate of levy without prior voter approval".*

The County's management believes it is in compliance with the financial provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions, including the interpretation of how to calculate fiscal year spending limits, will require judicial interpretation.

E. Deficit Fund Balance and Net Position

There is one fund with a deficit fund balance: 1) Gunnison County Housing Authority Mountain View Fund had a deficit net position at December 31, 2020 of $389,148.

IV. Detailed Notes on All Funds

A. Deposits and Investments

The County's deposits are entirely covered by federal depository insurance ("FDIC") or by collateral held under Colorado's Public Deposit Protection Act ("PDPA"). The FDIC insures the first $250,000 of the County's deposits at each financial institution. Deposit balances over $250,000 are collateralized as required by PDPA. The County had the following investments and maturities:

	Carrying Amounts	Less than one year	One to five years
Deposits:			
Cash on hand	$ 14,326	$ 17,773	$ -
Checking	6,695,949	6,695,949	-
Savings	6,505,158	6,505,158	-
Certificates of deposit	16,777,213	2,941,994	13,835,219
Money market	1,014,485	1,014,485	-
Investments:			
Pools	2,401,875	2,401,875	-
Agencies	3,042,653	-	3,042,653
Deposits held by Trustee	8,716,342	8,716,342	-
Total	$ 45,168,001	$ 28,293,576	$ 16,877,872

Reconciliation to Statement of Net Position:	
Cash and cash equivalents - Unrestricted	$ 28,552,712
Cash and cash equivalents - Restricted	11,605,887
Fiduciary Funds	5,009,402
Total	$ 45,168,001

The Investment Pool represents investments in COLOTRUST and CSAFE which are 2a7-like pools. The fair value of the pool is determined by the pool's share price. The County has no regulatory oversight for the pool.

Interest Rate Risk. As a means of limiting its exposure to interest rate risk, the County diversifies its investments by security type and institution, and limits holdings in any one type of investment with any one issuer. The County coordinates its investment maturities to closely match cash flow needs and restricts the maximum investment term to less than five years from the purchase date. As a result of the limited length of maturities the County has limited its interest rate risk.

IV. Detailed Notes on All Funds (continued)

A. Deposits and Investments (continued)

Fair Value of Investments (continued)

At December 31, 2020, the County had the following recurring fair value measurements:

Investment Type Measured at Fair Value	Total	Fair Value Measurements Level 1	Level 2	Level 3
Debt Securities:				
U.S. Agencies	$ 3,042,653	$ 3,042,653	$ -	-
Total	3,042,653	3,042,653	-	-

Investments Measured at Net Asset Value	Total
Investment Pools:	
Colotrust Plus	629,757
Total	629,757

Investments Measured at Amortized Cost	Total
Investment Pools:	
C-Safe	1,772,118
Total	$ 1,772,118

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities.

B. Component Unit - Deposits and Investments

At December 31, 2020, the Gunnison Valley Hospital and Gunnison Health Care Center's cash deposits had a bank balance of $27,241,656.

Gunnison Valley Hospital and Gunnison Health Care Center's may legally invest in direct obligations of and other obligations guaranteed as to principal by the U.S. Treasury and U.S. agencies and instrumentalities and in-bank repurchase agreements. It may also invest to a limited extent in corporate bonds and equity securities.

IV. Detailed Notes on All Funds (continued)

C. Receivables (continued)

Receivables for the year ended December 31, 2020 was as follows:

	General	Road & Bridge	Human Services	Sales Tax Capital Improvement
Receivables:				
Taxes	$ 10,344,639	$ -	$ 358,333	$ -
Accounts	-	2,113	-	-
Intergovernmental	559,148	205,143	198,312	764,884
Other	75,000	2,805	-	-
Total receivables	10,978,787	210,061	556,645	764,884

	Capital Expenditures	Public Health	Land Preservation	Gun. County Housing Auth
Receivables:				
Taxes	-	-	-	-
Accounts	-	-	-	240,875
Intergovernmental	124,658	102,095	92,922	1,322
Total receivables	124,658	102,095	92,922	242,197

	Local Marketing	Total
Receivables:		
Taxes	-	10,702,972
Accounts	-	242,988
Intergovernmental	384,231	2,432,715
Other	-	77,805
Total receivables	384,231	13,456,480

	Airport Operations	Sewer	Water	Solid Waste
Receivables:				
Accounts	56,297	52,336	-	284,958
Intergovernmental	239,635	-	18,570	-
Other	18,556	3,992	27,148	-
Total receivables	314,488	56,328	45,718	284,958

	ISF I - Fleet	ISF II - IT	ISF III - Health Insurance	Total
Receivables:				
Accounts	-	-	83,289	476,880
Intergovernmental	-	-	-	258,205
Other	6,309	2,075	-	58,080
Total receivables	$ 6,309	$ 2,075	$ 83,289	$ 793,165

Governmental funds report *unavailable property tax revenue* in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Deferred inflows of resources include property taxes levied in 2020 but not available until 2021. Governments also defer revenue recognition in connection with funds that have been received, but not yet earned.

IV. Detailed Notes on All Funds (continued)

D. Capital Assets (continued)

The County had the following depreciation expense for the following functions:

Governmental Activities:		
General government	$	1,417,868
Public safety		341,376
Health and welfare		133,513
Culture and recreation		81,983
Public works		1,268,124
Total Governmental Activities	$	3,242,864
Business-Type Activities:		
Airport	$	2,223,934
Sewer		236,980
Water		130,022
Solid Waste		46,088
Housing		93,992
Total Business-Type Activities	$	2,731,016

E. Component Unit - Capital Assets

Capital assets consist of the following at December 31, 2020:

	Beginning Balance	Increases	Adjustments	Decreases	Ending Balance
Governmental Activities:					
Capital assets, not being depreciated:					
Land	$ 3,270,072	$ -	$ -	$ -	$ 3,270,072
Construction in Progress	1,161,732	576,997	(1,494,118)	-	244,611
Total capital assets, not being depreciated	4,431,804	576,997	(1,494,118)	-	3,514,683
Capital asset, being depreciated:					
Buildings and improvements	46,606,736	849,725	1,546,565	-	49,003,026
Equipment	19,506,599	1,002,001	(52,447)	21,834	20,434,319
Total capital assets, being depreciated	66,113,335	1,851,726	1,494,118	21,834	69,437,345
Less accumulated depreciation for:					
Buildings and improvements	(10,738,618)	(2,661,348)	-	-	(13,399,966)
Equipment	(16,024,593)	(1,114,980)	-	(21,834)	(17,117,739)
Total accumulated depreciation	(26,763,211)	(3,776,328)	-	(21,834)	(30,517,705)
Total capital assets, being depreciated, net	39,350,124	(1,924,602)	1,494,118	-	38,919,640
Governmental activities capital assets, net	$ 43,781,928	$ (1,347,605)	$ -	$ -	$ 42,434,323

Capital assets are depreciated on a straight-line basis over the estimated useful lives of each asset. Assets under capital lease obligations are depreciated over the shorter of the lease term or their respective estimated useful lives.

IV. Detailed Notes on All Funds (continued)

F. Interfund Balances, Transfers, Receivables, and Payables (continued)

		TRANSFER FROM									
		Enterprise Funds					Internal Service Funds				
		Airport	Sewer	Water	Solid Waste	Total Enterprise	ISF I Fleet	ISF II IT	ISF III Health Insurance	Total Internal Service	Grand Total
TRANSFER TO	General	$71,172	$11,328	$ 9,228	$39,072	$ 130,800	$56,064	$77,388	$ 49,824	$183,276	$ 839,968
	Road & Bridge	-	4,368	5,292	34,320	43,980	39,696	-	-	39,696	83,676
	Capital Expenditures	-	-	-	-	-	-	-	-	-	26,540
	Public Health	-	-	-	-	-	-	-	-	-	163,419
	Mosquito Control	-	-	-	-	-	-	-	-	-	16,863
	Debt Service	-	-	-	-	-	-	-	-	-	1,292,222
	Total governmental	71,172	15,696	14,520	73,392	174,780	95,760	77,388	49,824	222,972	2,422,688
	Airport	-	-	-	-	-	-	-	-	-	416,536
	Water	-	29,181	-	-	29,181	-	-	-	-	29,181
	Solid Waste	-	-	-	-	-	-	-	-	-	25,450
	Total enterprise	-	29,181	-	-	29,181	-	-	-	-	471,167
	ISF I - Fleet	-	-	-	-	-	-	-	-	-	100,000
	ISF II - IT	-	-	-	-	-	-	-	-	-	44,500
	Total internal service	-	-	-	-	-	-	-	-	-	144,500
	Total	$71,172	$44,877	$14,520	$73,392	$ 203,961	$95,760	$77,388	$ 49,824	$222,972	$3,038,355

IV. Detailed Notes on All Funds (continued)

F. Interfund Balances, Transfers, Receivables, and Payables (continued)

		DUE FROM Governmental Funds										
		General	Road & Bridge	Human Services	Sales Tax Capital Improvement	Capital Expenditures	Conservation Trust	Public Health	Sage Grouse	Local Marketing	Debt Service	Total Governmental
DUE TO	General	$ -	$ 8,517	$ 48,695	$ 86,618	$ 92,273	$ 22,500	$ -	$ 7,104	$ 7,283	$ 30,938	$ 303,928
	Road & Bridge	-	-	-	-	-	-	-	-	-	-	-
	Capital Expenditures	-	-	-	26,540	-	-	-	-	-	9,917	36,457
	Public Health	89,162	-	-	-	-	-	-	-	-	-	89,162
	Land Preservation	41	-	-	-	-	-	-	-	-	-	41
	Gunnison County Housing	19,582	-	-	-	-	-	-	-	-	-	19,582
	Total governmental	108,785	8,517	48,695	113,158	92,273	22,500	-	7,104	7,283	40,855	449,170
	Airport	-	-	-	-	-	-	-	-	-	-	-
	Water	-	-	-	-	-	-	-	-	-	-	-
	Solid Waste	77,293	-	-	-	-	-	-	-	-	-	77,293
	Assisted Living	3,041	-	-	-	-	-	-	-	-	-	3,041
	Total enterprise	80,334	-	-	-	-	-	-	-	-	-	80,334
	ISF I - Fleet	33,932	201,553	-	-	-	-	-	-	-	-	235,485
	ISF II - IT	681	-	-	-	-	-	434	-	-	-	1,115
	Total internal service	34,613	201,553	-	-	-	-	434	-	-	-	236,600
	Total	$ 223,732	$ 210,070	$ 48,695	$ 113,158	$ 92,273	$ 22,500	$ 434	$ 7,104	$ 7,283	$ 40,855	$ 766,104

IV. Detailed Notes on All Funds (continued)

F. Interfund Balances, Transfers, Receivables, and Payables (continued)

The County reports interfund balances (receivables and payables) between many of its funds. The total of all balances agrees with the sum of interfund balances presented in the statements of net assets/balance sheets for governmental and enterprise funds. The interfund balances are operational and short-term in nature. The following details state the exact purpose of the interfund balances.

Governmental Transactions – Due to/from

General Fund

- Due from Road & Bridge for operational charges
- Due from Human Services operational funding while grant fund are received
- Due from Sales Tax Capital for reimbursement on the purchase of capital items
- Due from Capital Expenditures for reimbursement on the payment of capital project items
- Due from Conservation Trust for reimbursement on the purchase of eligible items
- Due from Sage Grouse for reimbursement on the purchase of eligible operations
- Due from Local Marketing for interfund transfer to pay for support activities
- Due from Debt Service to reimburse funds that were not needed for debt service payments
- Due to Public Health to advance funds for expenditures
- Due to Land Preservation to fund operational expense
- Due to Housing Authority to fund for capital housing project
- Due to Assisted Living to fund operational expense
- Due to Solid Waste to fund the use of landfill capacity
- Due to ISF I to fund the use of operational equipment
- Due to ISF II to fund the use of operational equipment

Other Funds

- Sales Tax Capital due to Capital Expenditures to fund a capital project
- Road & Bridge due to ISF I to fund the use of operational equipment
- Public Health due to ISF II to fund the use of operational equipment
- Debt Service due to Capital Expenditures to refund debt service expense

Proprietary Transactions – Due from

- Airport due from ISF I to reimburse excess charge of operational equipment
- Sewer due from Road & Bridge to correct Treasurer payment
- Sewer due from Water to pay for operational charge
- Sewer due from Solid Waste to pay for operational charge
- Sewer due from ISF I to pay for operational charge
- Water due from ISF I to pay for operational charge
- Solid Waste due from Road & Bridge to pay for operational charge
- Solid Waste due from Airport to pay for operational charge
- Solid Waste due from Water to pay for operational charge
- Solid Waste due from ISF I to pay for operational charge
- Mountain View due from Housing Authority to pay for operational charge

IV. Detailed Notes on All Funds (continued)

H. Long-term Liabilities – Governmental Activities (continued)

4. 2013 Certificates of Participation

On December 30, 2013, the County issued $9,710,000 in Certificates of Participation with interest ranging from 2.00% to 5.25%. The net proceeds of $9,999,100 (which include an original issue premium of $289,100 and after payment of $168,125 in underwriting fees and other issuance costs) were deposited with a Trustee to be used to construct, renovate and equip a new, state-of-the art County courthouse and administrative office building, and landscaping and parking development. The Certificates of Participation are paid through a lease purchase agreement with the County. The lease is subject to annual appropriation. The issue requires semi-annual payment on June 1st and December 1st from $255,000 to $635,000 until December 1, 2038.

The certificates maturing on and after December 1, 2014, are subject to optional redemption prior to maturity at the option of the County, on December 1, 2013, at par plus accrued interest without a redemption premium.

These 2013 certificates were refinanced by the 2020C Certificates of Participation. The Debt Service Fund used to liquidate this long-term debt.

5. 2019 Whetstone Property Loan

On February 8, 2019, the County entered into lease purchase agreements for the purchase of land to be resold to local families to provide affordable housing. The lease agreement financed $1,400,000, with repayment to occur by July 15, 2039. The lease agreement has a twenty-year term. Semi-annual payments of $102,103 are required on January and July 15 of each year through July 15, 2039., and provides for interest at 4.25%. The Capital Expenditures Fund liquidates this long-term debt.

6. 2019 Energy Improvement Lease

On November 22, 2019, the County entered into lease purchase agreements for the purchase and construction of various building improvements throughout the County. The purchased assets included LED lighting, solar panels, and updated HVAC systems at a cost of $1,320,689. The lease agreements provide for a reduction of payments if certain budgeted energy savings are not realized. The lease purchase has a ten-year term. Annual payments of $149,262 are required on August 1 of each year through August 1, 2029. The lease also includes a purchase option of 102% of the remaining principal beginning on August 1, 2022 and 101% of the remaining principal beginning on August 1, 2025. The Capital Expenditures Fund liquidates this long-term debt.

7. 2020A Certificates of Participation

On January 30, 2020, the County issued $11,345,000 in Certificates of Participation with interest ranging from 2.5% to 5%. The net proceeds of $13,335,022 (which include a reoffering premium of $2,046,747 and after payment of $170,165 in underwriting fees and other issuance costs), this amount along with $1,391,007 in reserve funds from the 2010B Certificates of Participation were deposited with a Trustee to purchase securities bearing interest at such rates as to provide sufficient funds to pay all remaining 2010B Certificates principal and interest due. The Net Present Value Savings was $2,953,076 or 12.229%. The Certificates of Participation are paid through a lease purchase agreement with the County. The lease is subject to annual appropriation. The issue requires semi-

IV. Detailed Notes on All Funds (continued)

I. Long-term Liabilities – Business-type Activities

1. 2003 Impact Assistance Loan Funds - Somerset

During the year ended December 31, 2003, the County received $100,000 from the Colorado Department of Local Affairs for the assistance financing the installation of a new water treatment system for the community of Somerset, Colorado. The loan is payable in 20 annual installments of $8,024, including interest at the rate of 5% per annum, beginning September 1, 2004.

The County levies the necessary charges, fees and assessments to raise revenues for repayment of the loan as well as for operational and maintenance costs of the wastewater treatment facilities. The Water Fund liquidates this long-term debt.

2. 2013 Antelope Hills Water Taxable Revenue Bonds (U.S.D.A.)

The County issued $1,154,230 of Taxable Revenue Bonds, on September 13, 2013, bearing interest at 2.125%. The bonds require quarterly payments of $10,735 each March 18th, June 18th, September 18th, and December 18th. The bonds are subject to optional redemption. The bonds mature in 2053.

As special, limited obligations of the County, principal and interest on the bonds are payable solely from Net Pledge Revenues; as defined in the bond documents. Such net revenue includes income from operation and use of the system and other legally available revenue after the payment of operation and maintenance expense of the system.

The County is also required to establish a debt reserve account (with the County Treasurer) by depositing $567 each month for the life of bond. The reserve account totaled 78,496 at December 31, 2020.

The bond documents include a Rate Maintenance Covenant, which requires the County to establish service rates at a level sufficient to cover operating and maintenance expense, as well as 100% of each fiscal year's debt service requirements. The Water Fund liquidates this long-term debt.

3. 2005 & 2006 Sewer Refunding and Improvement Revenue Bonds (U.S.D.A.)

The County issued $1,519,270 of Gunnison County Sewer Fund, North Gunnison Sewer Project Refunding Bonds, on October 15, 2005, bearing interest at 4.25%. The bonds require semi-annual payments of $39,669 each June 1 and December 1. The bonds are subject to optional redemption without any additional premium. The bonds mature in 2044.

In 2006 the County issued and additional revenue bond totaling $322,000 with an interest rate of 4.25%. The Bonds require payments of $8,408 and mature in 2046.

These bonds are secured by a Reserve Fund. In accordance with bond agreement, the County has restricted cash of $96,136 at December 31, 2020.

The bond documents include a Rate Maintenance Covenant, which requires the County to establish service rates at a level sufficient to cover operating and maintenance expense, as well as 100% of each fiscal year's debt service requirements. The Sewer Fund liquidates this long-term debt.

IV. Detailed Notes on All Funds (continued)

I. Long-term Liabilities – Business-type Activities (continued)

6. Landfill Closure and Post-Closure Liability

In accordance with Environmental Protection Agency (the "EPA") requirements the County has conducted a study to estimate its liability to close the landfill and monitor it for thirty years thereafter. These costs are reflected as the landfill accepts waste. The County's landfill has used 58% to date of the currently developed cell's capacity and has 26 years left on its currently developed cells. Additional cells will be opened as needed. The landfill liability recorded at year end is $1,370,254. The estimated total current cost of closure and post-closure care remaining to be recognized is $1,060,133. The estimated total amount of the landfill closure and post-closure cost is based on the amount that would be paid if all equipment, facilities, and services required to close, monitor, and maintain the landfill were acquired as of December 31, 2020. However, the actual cost of closure and post-closure may be higher due to inflation, changes in technology, or changes in landfill laws and regulations.

The County is required by state and federal laws and regulations to provide adequate financial resources to pay for all closure and post-closure care. The remaining portion of anticipated future inflation costs and additional costs that might arise from changes in post-closure requirements (due to changes in technology or more rigorous environmental regulations, for example) may need to be covered by charges to future landfill users, taxpayers, or both. The Solid Waste Fund will fund and liquidate this long-term debt.

J. Debt Disclosure and Currently Defeased Debt

The County has entered a continuing disclosure undertaking to provide Annual Reports and Material Events Notices to the State Information Depository of Texas, which is the Municipal Advisory Commission. This information is required under SEC Rule 15c2-12 to enable investors to analyze the financial condition and operations of the County. In 2020, the County defeased certain outstanding certificates of participation by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments of the previous debt. Accordingly, the trust accounts for the defeased bonds and are not included in the County's financial statements. On December 31, 2020, the following outstanding debt issues are considered defeased:

Certificates of Participation		
Interest rates:	4.30% - 6.125%	
Series 2010B		$ 14,295,000
Interest rates:	3.00% - 5.25%	
Series 2013		7,820,000
	Debt legally defeased	$ 22,115,000

IV. Detailed Notes on All Funds (continued)

K. Long-term Liabilities – Activity and Debt Service Schedules (continued)

Debt service requirements at December 31, 2020 were as follows:

Year Ended December 31,	Governmental Funds			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2021	$ 1,229,473	$ 1,163,474	$ 2,392,947	$ 86,478	$ 89,167	$ 175,645
2022	1,513,048	1,018,242	2,531,290	216,248	86,036	302,284
2023	1,412,534	973,139	2,385,673	65,276	78,666	143,942
2024	1,454,024	927,675	2,381,699	62,763	76,313	139,076
2025	1,502,126	879,773	2,381,899	64,964	74,112	139,076
2026-2030	8,161,479	3,563,762	11,725,241	360,897	334,483	695,380
2031-2035	8,402,146	2,059,678	10,461,824	430,065	265,315	695,380
2036-2040	6,778,450	553,640	7,332,090	513,707	181,673	695,380
2041-2045	-	-	-	534,856	81,204	616,060
2046-2050	-	-	-	199,393	23,235	222,628
2051-2053	-	-	-	114,399	3,686	118,085
	$30,453,280	$11,139,383	$41,592,663	$ 2,649,046	$ 1,293,890	$ 3,942,936

Year Ended December 31,	Housing Authority			Total		
	Principal	Interest	Total	Principal	Interest	Total
2021	$ 18,187	$ 19,113	$ 37,300	$ 1,334,138	$ 1,271,754	$ 2,605,892
2022	19,261	17,879	37,140	1,748,557	1,122,157	2,870,714
2023	20,398	16,584	36,982	1,498,208	1,068,389	2,566,597
2024	21,602	15,380	36,982	1,538,389	1,019,368	2,557,757
2025	22,878	14,105	36,983	1,589,968	967,990	2,557,958
2026-2030	136,316	48,595	184,911	8,658,692	3,946,840	12,605,532
2031-2035	517,288	8,302	525,590	9,349,499	2,333,295	11,682,794
2036-2040	-	-	-	7,292,157	735,313	8,027,470
2041-2045	-	-	-	534,856	81,204	616,060
2046-2050	-	-	-	199,393	23,235	222,628
2051-2053	-	-	-	114,399	3,686	118,085
	$ 755,930	$ 139,958	$ 895,888	$33,858,256	$12,573,231	$46,431,487

L. Long-term Liabilities - Compensated Absences

The County has a policy of allowing the accumulation of paid vacation and sick leave, subject to certain maximum limits. In accordance with GAAP, the County's approximate liability for vacation pay earned by employees at December 31, 2020 has been reflected in the proprietary type fund financial statements and in the governmental activities column of the government-wide financial statements.

IV. Detailed Notes on All Funds (continued)

M. Long-term Liabilities – Component Unit (continued)

Activity and Debt Service Schedules – The Gunnison Valley Hospital and Health Care Center have the following long-term liability activity for the year ended December 31, 2020:

Revenue Refunding Bonds, Series 2012	$ 2,295,000	$ -	$ 555,000	$ 1,740,000	$ 565,000
Revenue Refunding & Improvement Bonds, Series 2017	21,755,000	-	505,000	21,250,000	520,000
PPP Loan	-	4,791,475	-	4,791,475	4,791,475
Total Business-Type Activities Long-Term Liabilities	**$ 24,050,000**	**$ 4,791,475**	**$ 1,060,000**	**$ 27,781,475**	**$ 5,876,475**

Debt service requirements at December 31, 2020 were as follows:

Year Ended December 31,	Principal	Interest	Total
2021	$ 5,876,475	$ 614,355	$ 6,490,830
2022	1,115,000	585,216	1,700,216
2023	1,145,000	555,272	1,700,272
2024	1,175,000	524,522	1,699,522
2025	1,210,000	493,149	1,703,149
2026-2029	17,260,000	1,641,116	18,901,116
	$ 27,781,475	$ 4,413,630	$ 32,195,105

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IV. Detailed Notes on All Funds (continued)

N. Fund Balance Disclosures (continued)

As of December 31, 2020, fund balances are composed of the following:

	General Fund	Other Governmental Funds	Total Governmental Funds	Description
Non-spendable:				
Prepaid expenses	$ 331,811	$ 41,752	$ 373,563	
Restricted:				
Emergency reserve - TABOR	1,051,000	-	1,051,000	Legislative Restriction
Road and Bridge	-	2,634,144	2,634,144	Legislative Restriction
Human Services and Public Health	-	308,155	308,155	Grant Restrictions
Sales Tax Capital Improvement	-	2,187,567	2,187,567	Ballot Restriction
Capital Expenditure	-	9,257,277	9,257,277	Debt Restriction
Conservation Trust	-	61,094	61,094	Legislative Restriction
Land Preservation	-	986,441	986,441	Ballot Restriction
Local Marketing District	-	1,460,135	1,460,135	Ballot Restriction
Debt Service	-	2,759	2,759	Debt Restriction
Committed:				
Water Resource Protection	79,872	-	79,872	BOCC Resolution
CSU Extension State Funding	53,417	-	53,417	BOCC Resolution
Mosquito Control	-	14,037	14,037	BOCC Resolution
Sage Grouse	-	158,556	158,556	BOCC Resolution
Risk Management	-	212,924	212,924	BOCC Resolution
Housing	-	2,552,926	2,552,926	BOCC Resolution
Assigned:				
Contingency 25% of Expenditure, net TABOR	2,510,200	-	2,510,200	General Designation
Unassigned				
Unassigned	4,613,486	-	4,613,486	
Total Fund Balances	$ 8,639,786	$ 19,877,767	$ 28,517,553	

Component Unit	Total
Van Tuyl Bequest	$ 1,105,806
Senior Care Center	306,347
Hospice	449,736
Nursing Award	47,988
	$ 1,909,877

At December 31, 2020 $38,068,441 of unrestricted net position has been designated by the Hospital's board of trustees for capital acquisitions. The designated net position remains under the control of the board of trustees, which may at its discretion later use for other purposes.

V. Other Information (continued)

A. Pension Plans (continued)

2. Deferred Compensation Plan (continued)

The County has no liability for losses under the plan but does have the duty of due care that would be required of an ordinary prudent investor. The County does not administer the plan and is not the Trustee of the plan.

B. Other Employee Benefits

1. Cafeteria Plan

The County offers a cafeteria compensation plan organized under IRS Section 125 that includes the following benefits: medical disability, accident and/or term life insurance, health expense reimbursement and child care benefits. No cost to the County is recognized as the plan is a salary reduction plan.

C. Retirement Plan - Component Unit

The Hospital participate in the Colorado County Officials and Employees Retirement Association's defined contribution plan (the Plan). The Plan is administered by the Colorado County Officials and Employees Retirement Association. The Organizations contribute 3% of the employees' annual compensation on behalf of the employees who participated in the Plan. Employees become eligible for the Plan after working the lesser of one year or 1,040 hours and are vested in the contributions to the Plan over a five-year period. Contributions made by Plan members and the Hospital were $1,022,130 for the year ended December 31, 2020. Contributions made by Plan members and the Senior Care Center were $132,285 for the year ended December 31, 2020.

D. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the County carries commercial insurance.

The County mitigates risk through the following self-insurance pools and funds:

1. Colorado Counties Casualty and Property Pool

The County is exposed to various risks of loss related to property and casualty losses. The County joined together with other counties in the State of Colorado to form the Colorado Counties Casualty and Property Pool ("CAPP"), a public entity risk pool currently operating as a common risk management and insurance program for member counties. The County pays an annual contribution to CAPP for its property and casualty insurance coverage. The intergovernmental agreement of formation of CAPP provides that the pool will be financially self-sustaining through member contributions and additional assessments, if necessary, and the pool will purchase excess insurance through commercial companies for members' claims in excess of a specified self-insured retention, which is determined each policy year.

The County participates in CAPP's Partially Self-Funded Program whereby the County self funds a portion of its anticipated property and casualty claims.

V. Other Information (continued)

F. Inventory & Assets Available for Sale

Since 2010, the County has been implementing its strategic regional plan by providing affordable housing options for the community. They developed phase I of Stallion Park located in Crested Butte, CO in 2011 and completed phase II in 2019 for a total of 12 townhomes, one was sold in 2019 and a second sold in 2020. Per GASB standards, land available for sale should be recorded at the lower of cost or net realizable value (NRV). The County has not yet obtained appraisals for the townhomes, we plan on doing this in 2021. Appraisals will be done every two years. The summary transactions are stated on the following table:

Project	Cost/NRV	Added/ (Removed)	Gain/(Loss) on Appraised Value	NRV Recorded Dec. 31, 2020
Stallion Park Affordable Housing Project	$ 2,414,351	(233,035)	-	$ 2,181,316
Total	$ 2,414,351	$ (233,035)	$ -	$ 2,181,316

G. Construction Commitments

As of December 31, 2020, construction commitments are composed of the following:

Governmental:				
Project Type	Balance 12/31/2019	Additions	Completion	Balance 12/31/2020
General Government				
Munis Conversion	$ 223,091	$ -	$ (223,091)	$ -
GeoThermal Energy Project	-	1,179,311	(950,396)	228,915
Total General Government	**223,091**	**1,179,311**	**(1,173,487)**	**228,915**
Culture & Recreation				
Library Building	-	9,385,174	(227,809)	9,157,365
Shady Island Park	18,856	521,603	(231,198)	309,261
Total Culture & Recreation	**18,856**	**9,906,777**	**(459,007)**	**9,466,626**
Public Works				
Bridge work	100,181	-	(100,181)	-
Total Public Works	**100,181**	**-**	**(100,181)**	**-**
Total Governmental	**$ 342,128**	**$ 11,086,088**	**$ (1,732,675)**	**$ 9,695,541**

Business-Type:				
Project Type	Balance 12/31/2019	Additions	Completion	Balance 12/31/2020
Airport				
Airport Terminal Project	517,452	1,906,734	(1,402,279)	1,021,907
Total Airport	**517,452**	**1,906,734**	**(1,402,279)**	**1,021,907**
Total Business-Type	**517,452**	**1,906,734**	**(1,402,279)**	**1,021,907**
Grand Total	**$ 859,580**	**$ 12,992,822**	**$ (3,134,954)**	**$ 10,717,448**

REQUIRED SUPPLEMENTARY INFORMATION

General Fund – This is the County's primary operating fund. It accounts for all financial resources of the County, except those required to be accounted for in another fund.

MAJOR GOVERNMENTAL FUNDS

Road and Bridge Fund – This accounts for the County's share of state revenues that are legally restricted for the maintenance of highways and roads within the County's boundaries and also accounts for other revenues restricted for highway and road purposes.

Human Services Fund – *A*dministers the County's state and federal revenues that are restricted for the provision of social services to the residents of the County.

Sales Tax Capital Improvement Fund – *A*ccounts for the collection of sales tax restricted for capital expenditures.

Capital Expenditures Fund – *A*ccounts for the accumulation of resources for future capital expenditures.

Gunnison County
COLORADO

Gunnison County, Colorado
Special Revenue Fund - Major Fund
Road and Bridge Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Taxes:				
Specific ownership tax	$ 200,000	$ 200,000	$ 235,343	$ 35,343
Total Taxes	200,000	200,000	235,343	35,343
Intergovernmental:				
Payment in lieu of taxes	1,000,000	1,000,000	1,341,378	341,378
Local grants	7,000	7,000	6,032	(968)
Federal grants	2,100	2,100	-	(2,100)
State grants	50,000	50,000	54,755	4,755
Highway users trust fund	3,050,000	3,050,000	2,661,570	(388,430)
Mineral leasing	350,000	350,000	408,959	58,959
Total Intergovernmental	4,459,100	4,459,100	4,472,694	13,594
Charges for Services:				
Municipalities	134,416	134,416	60,063	(74,353)
Permits	13,900	13,900	36,180	22,280
Other	120	120	15,903	15,783
Total Charges for Services	148,436	148,436	112,146	(36,290)
Other:				
Fines and forfeitures	10	10	24	14
Investment income	35,000	35,000	60,077	25,077
Miscellaneous	40,148	40,148	58,877	18,729
Total Other Revenue	75,158	75,158	118,978	43,820
Total Revenues	4,882,694	4,882,694	4,939,161	56,467
Expenditures:				
Road construction	1,315,729	1,315,729	523,390	792,339
Bridges	50,282	50,282	21,200	29,082
Winter maintenance	1,390,742	1,390,742	1,091,688	299,054
Operational support	606,718	606,718	491,608	115,110
Trails and park	27,254	27,254	11,310	15,944
Municipalities	160,541	160,541	103,649	56,892
Road maintenance	2,808,859	2,808,859	3,009,204	(200,345)
Capital outlay	29,000	29,000	-	29,000
Debt Service	128	128	128	-
Total Expenditures	6,389,253	6,389,253	5,252,177	1,137,076
Excess (Deficiency) of Revenues Over Expenditures	(1,506,559)	(1,506,559)	(313,016)	1,193,543
Other Financing Sources (Uses):				
Transfers in	533,676	533,676	83,676	(450,000)
Transfers (out)	(311,751)	(311,751)	(208,304)	103,447
Total Other Financing Sources (Uses)	221,925	221,925	(124,628)	(346,553)
Net Change in Fund Balances	$ (1,284,634)	$ (1,284,634)	(437,644)	$ 846,990
Fund Balances - Beginning of Year			3,071,788	
Fund Balances - End of Year			$ 2,634,144	

Gunnison County, Colorado
Special Revenue Fund - Major Fund
Sales Tax Capital Improvement Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Taxes:				
Sales tax	$ 2,379,672	$ 2,379,672	$ 2,879,460	$ 499,788
Fines and forfeitures	1,818	1,818	5,019	3,201
Investment income	14,000	14,000	27,238	13,238
Miscellaneous	4,183	4,183	8,646	4,463
Total Revenues	2,399,673	2,399,673	2,920,363	520,690
Expenditures:				
General Government:				
Sales tax	67,977	67,977	104,734	(36,757)
Energy efficiency initiatives	-	-	1,445	(1,445)
Debt Service:				
Principal	262,649	262,649	282,943	(20,294)
Interest	102,103	102,103	83,382	18,721
Total Expenditures	432,729	432,729	472,504	(39,775)
Excess (Deficiency) of Revenues Over Expenditures	1,966,944	1,966,944	2,447,859	480,915
Other Financing Sources (Uses):				
Transfers (out)	(2,147,878)	(2,229,985)	(1,465,575)	764,410
Total Other Financing Sources (Uses)	(2,147,878)	(2,229,985)	(1,465,575)	764,410
Net Change in Fund Balances	$ (180,934)	$ (263,041)	982,284	$ 1,245,325
Fund Balances - Beginning of Year			1,205,283	
Fund Balances - End of Year			$ 2,187,567	

COMBINING AND INDIVIDUAL FUND INFORMATION AND OTHER SUPPLEMENTARY INFORMATION

Gunnison County
COLORADO

Gunnison County, Colorado
Non-major Governmental Funds
Combining Balance Sheet
December 31, 2020

	Special Revenue									Debt Service	
	Public Health Fund	Conservation Trust Fund	Mosquito Control Fund	Land Preservation Fund	Sage Grouse Fund	Risk Management Fund	Gunnison County Housing Auth. Administration	Airport Construction Fund	Local Marketing District	Debt Service Fund	Total Non-major Governmental Funds
ASSETS & DEFERRED OUTFLOWS											
Cash and investments - Unrestricted	$ 128,839	$ 83,594	$ 14,037	$ 893,478	$ 165,660	$ 213,254	$ 99,751	$ -	1,107,034	$ 33,938	$ 2,739,585
Accounts receivable (net of allowance for uncollectible accounts where applicable):	-	-	-	-	-	-	240,875	-	-	-	240,875
Prepaid expenses	-	-	-	-	-	41,752	-	-	-	-	41,752
Due from other funds	89,162	-	-	41	-	-	29,969	-	-	-	119,172
Inventories and assets held for sale	-	-	-	-	-	-	2,181,316	-	-	-	2,181,316
Restricted assets:											
Cash with fiscal agent	-	-	-	-	-	-	9,000	-	-	10,176	19,176
Intergovernmental receivable	102,095	-	-	92,922	-	-	1,322	-	384,231	-	580,570
Total assets	320,096	83,594	14,037	986,441	165,660	255,006	2,562,233	-	1,491,265	44,114	5,922,446
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE											
Liabilities:											
Accounts payable	16,616	-	-	-	-	330	277	-	23,847	500	41,570
Accrued liabilities	16,591	-	-	-	-	-	-	-	-	-	16,591
Deposits	-	-	-	-	-	-	9,030	-	-	-	9,030
Unearned grant revenue	263,887	-	-	-	-	-	-	-	-	-	263,887
Due to other funds	434	22,500	-	-	7,104	-	-	-	7,283	40,855	78,176
Total liabilities	297,528	22,500	-	-	7,104	330	9,307	-	31,130	41,355	409,254
Fund balances:											
Non-spendable:											
Prepaids	-	-	-	-	-	41,752	-	-	-	-	41,752
Spendable:											
Restricted											
Community health	22,568	-	-	-	-	-	-	-	-	-	22,568
Tourism	-	-	-	-	-	-	-	-	1,460,135	-	1,460,135
Debt service	-	-	-	-	-	-	-	-	-	2,759	2,759
Conservation	-	61,094	-	986,441	-	-	-	-	-	-	1,047,535
Committed											
Risk management	-	-		-	-	212,924	-	-	-	-	212,924
Sage grouse & mosquito management	-	-	14,037	-	158,556	-	-	-	-	-	172,593
Housing	-	-	-	-	-	-	2,552,926	-	-	-	2,552,926
Total fund balances	22,568	61,094	14,037	986,441	158,556	254,676	2,552,926	-	1,460,135	2,759	5,513,192
Total liabilities, deferred inflow of resources & fund balances	$ 320,096	$ 83,594	$ 14,037	$ 986,441	$ 165,660	$ 255,006	$ 2,562,233	$ -	1,491,265	$ 44,114	$ 5,922,446

GOVERNMENTAL FUNDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET (GAAP BASIS) AND ACTUAL

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Public Health Fund – Accounts for monies expended only for the purposes of public health pursuant to Colorado Revised Statutes 25-1-511(1)(2).

Conservation Trust Fund – Accounts for funds received and restricted as to use in the acquisition, development and maintenance of new conservation sites pursuant to Colorado Revised Statutes.

Mosquito Control Fund – Accounts for the assessments of revenues and the spraying of mosquitoes within the boundaries of the assessment area.

Land Preservation Fund – Accounts for the re-allocation of County sales tax authorized by voters in 1997. The use of these revenues is restricted to open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County.

Sage Grouse Fund – Accounts for expenditures concerning the preservation of sage grouse. A special fee is collected on each incoming yard of waste at the landfill, which is transferred to the fund to provide resources.

Risk Management Fund – Accounts for potential risks, which are currently not covered by and of the County's insurance policies.

Gunnison County Housing Authority Admin Fund – Accounts for the activities of the Gunnison County Housing Authority, a component unit of the County.

Airport Construction Fund – Accounts for grants and construction expenditures relating to the County's airport. The constructed assets are contributed to the Airport Operations Fund

Local Marketing District – Accounts for the collection of a marketing and promotion tax restricted for promotion of Gunnison County's tourism opportunities.

DEBT SERVICE FUNDS

Debt Service Fund – Accounts for accumulation of resources and payment of general long-term debt principal and interest.

Gunnison County, Colorado
General Fund
Schedule of Expenditures - Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
General Government:				
Commissioners	$ 625,961	$ 525,250	$ 450,430	$ 74,820
Board Support	76,168	76,168	73,747	2,421
Executive Management	504,299	440,010	402,732	37,278
Public Information	51,979	51,979	43,364	8,615
Clerk	60,015	60,015	58,512	1,503
Motor Vehicle	324,773	324,773	320,578	4,195
Recording	127,387	127,387	119,914	7,473
Elections	321,212	436,212	436,832	(620)
Revenue (Treasurer)	255,646	255,646	244,709	10,937
Investments (Treasurer)	16,561	16,561	14,549	2,012
Human Resources	181,482	181,482	147,076	34,406
Wildlife Conservation	42,722	42,722	35,818	6,904
Liquor License	10,480	10,480	9,808	672
County Attorney	727,570	745,282	759,212	(13,930)
Facilities & Grounds	953,244	953,244	822,814	130,430
Project Services	81,293	81,293	71,102	10,191
Assessment Administration	408,773	408,773	372,318	36,455
Appraisal	622,967	622,967	609,527	13,440
Development Review	628,233	628,233	584,161	44,072
Oil and Gas Permitting	9,381	9,381	8,740	641
Long Range Planning and Projects	139,846	397,546	254,538	143,008
Codes & Regulations	49,243	49,243	49,555	(312)
Accounting & Auditing	499,563	499,563	449,599	49,964
Planning and Analysis	125,550	125,550	102,249	23,301
Compensated Absences	67,750	17,750	-	17,750
Weather Modification	10,000	10,000	10,000	-
Other General Fund Expenditures	2,349,223	1,949,223	1,614,075	335,148
Energy Efficiency Initiatives	7,510	7,510	6,810	700
Total General Government	9,278,831	9,054,243	8,072,769	981,474
Judicial:				
District Attorney	425,703	425,703	425,685	18
Total Judicial	425,703	425,703	425,685	18
Public Safety:				
Detention Services	1,293,172	1,293,172	919,057	374,115
Enforcement	808,579	808,579	622,751	185,828
Operational Support	1,122,674	1,122,674	1,065,304	57,370
Courtroom Security	106,437	106,437	88,418	18,019
Investigations	231,021	231,021	148,815	82,206
Major Incident Response	56,643	56,643	48,715	7,928
Operational Support - Detention	211,558	211,558	213,607	(2,049)
Education and Support	153,310	176,490	152,555	23,935
Emergency Management	88,163	2,265,530	1,556,169	709,361
Coroner	154,559	154,559	151,174	3,385
Youth Intervention Services	147,630	171,715	155,680	16,035
Total Public Safety	4,373,746	6,598,378	5,122,245	1,476,133
Health and Welfare:				
Substance Abuse Prevention	253,000	329,500	240,690	88,810
Program Support	42,627	42,627	38,584	4,043
Senior Resources	234,255	234,255	216,795	17,460
Child & Family Health	260,365	263,130	198,175	64,955
Family Planning	158,573	158,573	117,632	40,941
Total Health and Welfare	948,820	1,028,085	811,876	216,209
Auxiliary Services:				
Alternative Services	75,189	75,189	70,144	5,045
Adult Programming	71,813	71,813	54,764	17,049
Youth Development	164,312	164,312	127,283	37,029
Veterans	14,700	14,700	12,305	2,395
Total Auxiliary Services	326,014	326,014	264,496	61,518
Culture and Recreation:				
Fairgrounds Management	264,234	264,234	230,171	34,063
Trails - Parks	782,977	782,977	85,482	697,495
Landfill	2,275	2,275	395	1,880
Historic Preservation	35,526	35,526	8,326	27,200
Total Culture and Recreation	1,085,012	1,085,012	324,374	760,638
Public Works:				
Weed Management	222,887	233,910	242,194	(8,284)
Total Public Works	222,887	233,910	242,194	(8,284)
Debt Service:				
Principal	-	-	17,332	(17,332)
Interest	-	-	297	(297)
Total Debt Service	-	-	17,629	(17,629)
Total Expenditures	$ 16,661,013	$ 18,751,345	$ 15,281,268	$ 3,470,077

Gunnison County, Colorado
Special Revenue Funds
Conservation Trust Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Lottery proceeds	$ 60,000	$ 60,000	$ 62,618	$ 2,618
Earnings on investments	2,000	2,000	1,298	(702)
Total Revenues	62,000	62,000	63,916	1,916
Expenditures:				
Conservation efforts	-	-	11,609	(11,609)
Treasurer's fees	800	800	626	174
Total Expenditures	800	800	12,235	(11,435)
Excess (Deficiency) of Revenues Over Expenditures	61,200	61,200	51,681	(9,519)
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers (out)	(22,500)	(22,500)	(10,891)	11,609
Total Other Financing Sources (Uses)	(22,500)	(22,500)	(10,891)	11,609
Net Change in Fund Balances	$ 38,700	$ 38,700	40,790	$ 2,090
Fund Balances - Beginning of Year			20,304	
Fund Balances - End of Year			$ 61,094	

Gunnison County, Colorado
Special Revenue Funds
Land Preservation Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Taxes:				
Sales tax	$ 526,332	$ 526,332	$ 557,532	$ 31,200
Investment Income	10,000	10,000	18,058	8,058
Total Revenues	536,332	536,332	575,590	39,258
Expenditures:				
Culture and Recreation:				
Land preservation	707,263	857,263	748,788	108,475
Total Expenditures	707,263	857,263	748,788	108,475
Excess (Deficiency) of Revenues Over Expenditures	(170,931)	(320,931)	(173,198)	147,733
Other Financing Sources (Uses):				
Transfers (out)	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	$ (170,931)	$ (320,931)	(173,198)	$ 147,733
Fund Balances - Beginning of Year			1,159,639	
Fund Balances - End of Year			$ 986,441	

Gunnison County, Colorado
Special Revenue Funds
Risk Management Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Investment Income	$ 4,000	$ 4,000	$ 4,730	$ 730
Contributions	73,555	73,555	97,005	23,450
Miscellaneous	10,000	10,000	21,891	11,891
Total Revenues	87,555	87,555	123,626	36,071
Expenditures:				
General Government:				
CAPP Insurance Claims	150,000	150,000	108,705	41,295
Other expenses	800	800	336	464
Total Expenditures	150,800	150,800	109,041	41,759
Excess (Deficiency) of Revenues Over Expenditures	(63,245)	(63,245)	14,585	77,830
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers (out)	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	$ (63,245)	$ (63,245)	14,585	$ 77,830
Fund Balances - Beginning of Year			240,091	
Fund Balances - End of Year			$ 254,676	

Gunnison County, Colorado
Special Revenue Fund
Airport Construction Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Intergovernmental:				
Federal grants	$ 140,111	$ 1,194,221	$ -	$ (1,194,221)
State grants	677,784	677,784	-	(677,784)
Charges for Services:				
Passenger Facility Charges	125,000	125,000	-	(125,000)
Earnings on investments	1,500	1,500	-	(1,500)
Total Revenues	944,395	1,998,505	-	(1,998,505)
Expenditures:				
Public Works	936,892	2,166,892	-	2,166,892
Total Expenditures	936,892	2,166,892	-	2,166,892
Excess (Deficiency) of Revenues Over Expenditures	7,503	(168,387)	-	168,387
Other Financing Sources (Uses):				
Transfers in	7,784	7,784	-	(7,784)
Transfers (out)	-	-	(416,536)	(416,536)
Total Other Financing Sources (Uses)	7,784	7,784	(416,536)	(424,320)
Net Change in Fund Balances	$ 15,287	$ (160,603)	(416,536)	$ (255,933)
Fund Balances - Beginning of Year			416,536	
Fund Balances - End of Year			$ -	

Gunnison County, Colorado
Debt Service Funds
Debt Service Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Federal grants	$ 277,710	$ 277,710	$ 138,855	$ (138,855)
Earnings on investments	1,250	1,250	515	(735)
Total Revenues	278,960	278,960	139,370	(139,590)
Expenditures:				
Debt Service:				
Principal	750,000	750,000	355,000	395,000
Interest	1,227,967	1,227,967	1,224,044	3,923
Other debt service	3,500	3,500	2,000	1,500
Total Expenditures	1,981,467	1,981,467	1,581,044	400,423
Excess (Deficiency) of Revenues Over Expenditures	(1,702,507)	(1,702,507)	(1,441,674)	260,833
Other Financing Sources (Uses):				
Transfers in	1,702,607	1,702,607	1,292,222	(410,385)
Total Other Financing Sources (Uses)	1,702,607	1,702,607	1,292,222	(410,385)
Net Change in Fund Balances	$ 100	$ 100	(149,452)	$ (149,552)
Fund Balances - Beginning of Year			152,211	
Fund Balances - End of Year			$ 2,759	

Gunnison County, Colorado
Enterprise Funds
Airport Operations Fund
Schedule of Revenues, Expenses and Changes in Net Position
Budget (Non-GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Operating Revenues:				
Airport fees	$ 447,544	$ 447,544	$ 428,505	$ (19,039)
Terminal & hanger rent	448,002	448,002	251,981	(196,021)
Passenger Facility Charges	-	-	106,768	106,768
Parking fees & fines	67,634	67,634	85,594	17,960
Other	273,071	273,071	296,563	23,492
Total Operating Revenues	1,236,251	1,236,251	1,169,411	(66,840)
Operating Expenditures:				
Operational support	231,206	231,206	275,591	(44,385)
Strategic development	95,205	95,205	99,333	(4,128)
Airside	689,756	689,756	656,822	32,934
Landside	268,455	268,455	1,393,537	(1,125,082)
Total Operating Expenditures	1,284,622	1,284,622	2,425,283	(1,140,661)
Operating Income (Loss)	(48,371)	(48,371)	(1,255,872)	(1,207,501)
Non-operating Revenues (Expenditures):				
Grant revenue:				
Federal	-	1,031,876	2,036,352	1,004,476
State	57,000	57,000	63,809	6,809
Other	24,000	24,000	30,000	6,000
Transfers in	-	-	416,536	416,536
Transfers (out)	(78,956)	(78,956)	(71,172)	(7,784)
Investment revenue	21,000	21,000	45,583	24,583
Interest expense	(4,081)	(4,081)	(4,081)	-
Total Non-operating Revenues (Expenditures)	18,963	1,050,839	2,517,027	1,450,620
Change in Net Position - Budget Basis	$ (29,408)	$ 1,002,468	1,261,155	$ 243,119
Reconciliation to GAAP Basis				
Depreciation			(2,223,933)	
Capitalized assets			1,186,238	
	Change in net position - GAAP basis		223,460	
Net Position - Beginning of Year			34,924,755	
Net Position - End of Year			$ 35,148,215	

Gunnison County, Colorado
Enterprise Funds
Gunnison County Water Fund
Schedule of Revenues, Expenses and Changes in Net Position
Budget (Non-GAAP) Basis and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Operating Revenues:				
User fees	$ 343,920	$ 343,920	$ 382,292	$ 38,372
Availability fees	7,650	7,650	7,079	(571)
Tap Connection	5,500	5,500	-	(5,500)
Other	37,747	37,747	3,147	(34,600)
Total Operating Revenues	394,817	394,817	392,518	(2,299)
Operating Expenditures:				
Dos Rios Division:				
Operating expenses	174,503	174,503	188,610	(14,107)
Capital outlay	30,000	30,000	-	30,000
Somerset Division:				
Debt service	1,293	1,293	7,836	(6,543)
Antelope Hills Division:				
Operating expenses	52,610	52,610	12,945	39,665
Debt service	49,671	49,671	42,818	6,853
Utilities Administration:				
Operating expenses	81,756	81,756	83,720	(1,964)
Total Operating Expenditures	389,833	389,833	335,929	53,904
Operating Income (Loss)	4,984	4,984	56,589	51,605
Non-operating Revenues (Expenditures):				
Earnings on investments	1,600	1,600	13,655	12,055
Grant revenue	-	-	18,570	18,570
Transfers in	29,330	29,330	29,181	(149)
Transfers (out)	(14,520)	(14,520)	(14,520)	-
Total Non-operating Revenues (Expenditures)	16,410	16,410	46,886	30,476
Change in Net Position - Budget Basis	$ 21,394	$ 21,394	103,475	$ 82,081
Reconciliation to GAAP Basis				
Debt principal			27,870	
Depreciation			(130,022)	
	Change in net position - GAAP basis		1,323	
Net Position - Beginning of Year			1,956,206	
Net Position - End of Year			$ 1,957,529	

Gunnison County, Colorado
Enterprise Funds
Gunnison County Housing Authority - Assisted Living
Schedule of Revenues, Expenses and Changes in Net Position
Budget (Non-GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Operating Revenues:				
Palisade Assisted Living:				
Donations and debt service reimbursements	$ -	$ -	$ -	$ -
Total Operating Revenues	-	-	-	-
Operating Expenditures:				
Interest payments	-	-	-	-
Total Operating Expenditures	-	-	-	-
Change in Net Position - Budget Basis	$ -	$ -	-	$ -
Reconciliation to GAAP Basis				
Depreciation			(38,063)	
		Change in net position - GAAP basis	(38,063)	
Net Position - Beginning of Year			1,348,959	
Net Position - End of Year			$ 1,310,896	

INTERNAL SERVICE FUNDS COMBINING FINANCIAL STATEMENTS & SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION – BUDGET (Non-GAAP BASIS with Reconciliation to GAAP) AND ACTUAL

INTERNAL SERVICE FUND

Internal service funds are used to account for services to other departments or agencies of the government, or to other governments on a cost-reimbursement basis.

Internal Service Fund I – Is used to account for the rental of motor vehicles and heavy equipment and account for the usage of gravel and other materials in construction and maintenance.

Internal Service Fund II – Is used to account for data processing, telephone, mapping, photocopy, and postage services provided to other County Departments.

Internal Service Fund III – Is used to account for self-funded unemployment charges to other County funds and the partially self-funded health insurance coverage costs.

Gunnison County
COLORADO

Gunnison County, Colorado
Internal Service Funds
Combining Statement of Revenues, Expenses and Changes in Fund Net Position
For the Year Ended December 31, 2020

	Internal Service Fund I	Internal Service Fund II	Internal Service Fund III	Total
Operating revenues:				
Charges and fees	$ 2,264,670	$ 780,944	$ 2,649,972	$ 5,695,586
Other	15,100	3,000	22,524	40,624
Total operating revenues	2,279,770	783,944	2,672,496	5,736,210
Operating expenses:				
Personnel services	651,205	482,928	15,259	1,149,392
Supplies and Materials	743,328	95,169	-	838,497
Contractual Services	197,209	189,169	3,181,123	3,567,501
Depreciation	669,066	55,842	-	724,908
Total operating expenses	2,260,808	823,108	3,196,382	6,280,298
Operating income (loss)	18,962	(39,164)	(523,886)	(544,088)
Non-operating revenues (expenses):				
Gain (loss) on disposal of capital assets	75,349	-	-	75,349
Investment revenue	23,055	15,868	44,417	83,340
Interest expense	(21,391)	-	-	(21,391)
Total non-operating revenues/(expenses)	77,013	15,868	44,417	137,298
Income/(loss) before contributions and transfers	95,975	(23,296)	(479,469)	(406,790)
Transfers In	100,000	44,500	-	144,500
Transfers (Out)	(95,760)	(77,388)	(49,824)	(222,972)
Change in net position	100,215	(56,184)	(529,293)	(485,262)
Total net position - beginning of year	10,695,585	918,358	2,459,352	14,073,295
Prior period adjustment/restatement	(150,223)	-	-	(150,223)
Total net position - end of year	$ 10,645,577	$ 862,174	$ 1,930,059	$ 13,437,810

Gunnison County, Colorado
Internal Service Funds
Internal Service Fund I - Fleet Management
Schedule of Revenues, Expenses and Changes in Net Position
Budget (Non-GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Operating Revenues:				
Equipment rent	$ 1,902,358	$ 1,902,358	$ 2,087,671	$ 185,313
Material and gravel sales	210,900	210,900	176,999	(33,901)
Other revenues	6,100	6,100	15,100	9,000
Total Operating Revenues	2,119,358	2,119,358	2,279,770	160,412
Operating Expenditures:				
Gravel pit maintenance	33,939	33,939	-	33,939
Fleet maintenance	2,140,308	2,140,308	1,892,336	247,972
Materials	299,900	299,900	221,947	77,953
Total Operating Expenditures	2,474,147	2,474,147	2,114,283	359,864
Operating Income (Loss)	(354,789)	(354,789)	165,487	520,276
Non-operating Revenues (Expenditures):				
Sale of capital assets	50,000	50,000	75,349	25,349
Investment income	20,000	20,000	23,055	3,055
Transfers in	100,000	100,000	100,000	-
Transfers (out)	(95,760)	(95,760)	(95,760)	-
Interest expense	(38,101)	(38,101)	(21,391)	16,710
Total Non-operating Revenues (Expenditures)	36,139	36,139	81,253	45,114
Change in Net Position - Budget Basis	$ (318,650)	$ (318,650)	246,740	$ 565,390
Reconciliation to GAAP Basis				
Debt principal			3,994	
Depreciation			(669,066)	
Capitalized assets			518,547	
	Change in net position - GAAP basis		100,215	
Net Position - Beginning of Year			10,695,585	
Prior period adjustment			(150,223)	
Net Position - End of Year			$ 10,645,577	

Gunnison County, Colorado
Internal Service Funds
Internal Service Fund III - Health Insurance
Schedule of Revenues, Expenses and Changes in Net Position
Budget (Non-GAAP Basis) and Actual
For the Year Ended December 31, 2020

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Operating Revenues:				
Premium contributions	$ 2,561,050	$ 2,561,050	$ 2,649,972	$ 88,922
Miscellaneous	17,120	17,120	22,524	5,404
Total Operating Revenues	2,578,170	2,578,170	2,672,496	94,326
Operating Expenditures:				
Operations	2,944,603	2,944,603	3,196,382	(251,779)
Total Operating Expenditures	2,944,603	2,944,603	3,196,382	(251,779)
Operating Income (Loss)	(366,433)	(366,433)	(523,886)	(157,453)
Non-operating Revenues (Expenditures):				
Transfers (out)	(49,824)	(49,824)	(49,824)	-
Investment revenue	40,000	40,000	44,417	4,417
Total Non-operating Revenues (Expenditures)	(9,824)	(9,824)	(5,407)	4,417
Change in Net Position - Budget Basis	$ (376,257)	$ (376,257)	(529,293)	$ (153,036)
Reconciliation to GAAP Basis				
Capitalized assets			-	
	Change in net position - GAAP basis		(529,293)	
Net Position - Beginning of Year			2,459,352	
Net Position - End of Year			$ 1,930,059	

Gunnison County, Colorado
Combining Statement of Fiduciary Net Position
Fiduciary Funds
December 31, 2020

	Public Trustee Custodial Fund	County Treasurer Custodial Fund	Total
Assets			
Cash and investments	$ 39,610	$ 4,969,792	$ 5,009,402
Accounts receivable	16,345	-	16,345
Taxes receivable for other governments	-	35,083,631	35,083,631
Total Assets	55,955	40,053,423	40,109,378
Liabilities			
Accounts payable and other liabilities	-	-	-
Due to other governments	-	4,265,517	4,265,517
Total Liabilities	-	4,265,517	4,265,517
Deferred Inflow of Resources			
Property tax revenue	-	35,083,631	35,083,631
Total Deferred Inflow of Resources	-	35,083,631	35,083,631
Net Position			
Restricted for:			
Individuals, organizations, and other governments	55,955	704,275	760,230
Total Net Position	$ 55,955	$ 704,275	$ 760,230

PASSENGER FACILITY CHARGES COLLECTED AND EXPENDED

&

LOCAL HIGHWAY FINANCE REPORT

Gunnison County
COLORADO

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT	City or County: Gunnison County
	YEAR ENDING : December 2020
This Information From The Records Of (example - City of _ or County of Gunnison County, CO	Prepared By: Juan Guerra, CFO Phone: (970)641-2203

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from local sources:	
1. Local highway-user taxes	
a. Motor Fuel (from Item I.A.5.)	
b. Motor Vehicle (from Item I.B.5.)	
c. Total (a.+b.)	
2. General fund appropriations	
3. Other local imposts (from page 2)	301,438
4. Miscellaneous local receipts (from page 2)	254,737
5. Transfers from toll facilities	
6. Proceeds of sale of bonds and notes:	
a. Bonds - Original Issues	
b. Bonds - Refunding Issues	
c. Notes	
d. Total (a. + b. + c.)	0
7. Total (1 through 6)	556,175
B. Private Contributions	
C. Receipts from State government (from page 2)	2,716,325
D. Receipts from Federal Government (from page 2)	1,750,337
E. Total receipts (A.7 + B + C + D)	5,022,836

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway disbursements:	
1. Capital outlay (from page 2)	555,899
2. Maintenance:	3,112,853
3. Road and street services:	
a. Traffic control operations	
b. Snow and ice removal	1,091,688
c. Other	
d. Total (a. through c.)	1,091,688
4. General administration & miscellaneous	700,040
5. Highway law enforcement and safety	
6. Total (1 through 5)	5,460,480
B. Debt service on local obligations:	
1. Bonds:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	0
2. Notes:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	0
3. Total (1.c + 2.c)	0
C. Payments to State for highways	
D. Payments to toll facilities	
E. Total disbursements (A.6 + B.3 + C + D)	5,460,480

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				0
1. Bonds (Refunding Portion)				
B. Notes (Total)				0

V. LOCAL ROAD AND STREET FUND BALANCE

A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
3,071,787	5,022,836	5,460,480	2,634,143	0

Notes and Comments:

FORM FHWA-536 (Rev. 1-05) PREVIOUS EDITIONS OBSOLETE (Next Page)

STATISTICAL SECTION

GUNNISON COUNTY, COLORADO
GOVERNMENT-WIDE NET POSITION
(Accrual Basis of Accounting)

Last Ten Fiscal Years

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Governmental Activities										
Net Investment in Capital Assets	$ 34,020,869	$ 18,166,877	$ 25,794,288	$ 26,495,403	$ 28,793,403	$ 27,965,908	$ 27,225,322	$ 28,037,057	$ 30,002,151	$ 27,755,118
Restricted	2,492,683	2,200,937	4,555,409	7,147,176	7,035,176	6,865,176	8,237,658	7,184,227	9,156,295	10,242,165
Unrestricted	950,797	17,968,070	14,074,486	10,718,784	11,464,082	11,958,248	11,241,181	13,040,808	13,063,015	14,015,083
Total governmental activities net position	37,464,349	38,335,884	44,424,183	44,361,363	47,292,661	46,789,332	46,704,161	48,262,092	52,221,461	52,012,366
Business-type Activities										
Net Investment in Capital Assets	41,967,023	41,388,255	39,372,551	37,027,853	37,007,523	36,343,080	40,270,100	38,618,720	37,340,428	35,784,593
Restricted	1,018,914	1,263,534	1,246,177	1,292,668	863,440	173,909	191,207	223,293	240,896	3,005,126
Unrestricted	3,413,042	2,963,409	2,388,776	2,460,405	2,781,275	2,826,748	3,047,655	3,565,617	4,178,440	3,130,962
Total business-type activities net position	46,398,979	45,615,198	43,007,504	40,780,926	40,652,238	39,343,737	43,508,962	42,407,630	41,759,764	41,920,681
Primary Government										
Net Investment in Capital Assets	75,987,892	59,555,132	65,166,839	63,523,256	65,800,926	64,308,988	67,495,422	66,655,777	67,342,579	63,539,711
Restricted	3,511,597	3,464,471	5,801,586	8,439,844	7,898,616	7,039,085	8,428,865	7,407,520	9,397,191	13,247,291
Unrestricted	4,363,839	20,931,479	16,463,262	13,179,189	14,245,357	14,784,996	14,288,836	16,606,425	17,241,455	17,146,045
Total primary governmental net position	**$ 83,863,328**	**$ 83,951,082**	**$ 87,431,687**	**$ 85,142,289**	**$ 87,944,899**	**$ 86,133,069**	**$ 90,213,123**	**$ 90,669,722**	**$ 93,981,225**	**$ 93,933,047**

Source: Current and prior years' financial statements

GUNNISON COUNTY, COLORADO

GOVERNMENT-WIDE CHANGES IN NET POSITION

(Accrual Basis of Accounting)

Last Ten Fiscal Years

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Net (Expense)/Revenue										
Governmental Activities	$ (9,509,661)	$ (11,738,218)	$ (6,328,981)	$ (12,963,091)	$ (9,467,422)	$ (13,227,746)	$ (10,123,342)	$ (15,042,006)	$ (13,988,376)	$ (15,155,219)
Business-type Activities	(1,446,372)	(1,740,629)	(2,259,619)	(1,903,456)	(2,173,785)	(2,969,187)	(1,347,526)	(996,923)	(563,806)	(36,577)
Total Primary Government	**(10,956,033)**	**(13,478,847)**	**(8,588,600)**	**(14,866,547)**	**(11,641,207)**	**(16,196,933)**	**(11,470,868)**	**(16,038,929)**	**(14,552,182)**	**(15,191,796)**
General Revenues										
Governmental Activities:										
Taxes										
Property Taxes	7,883,886	7,278,102	7,163,124	7,650,021	8,131,930	8,595,658	9,084,312	9,391,518	9,468,860	12,969,287
Specific Ownership Tax	345,140	372,570	410,845	482,148	519,647	537,151	669,922	699,734	775,557	701,940
Sales Taxes	1,686,927	1,726,268	1,835,454	1,966,721	2,129,805	2,285,380	2,397,243	2,686,347	3,013,608	557,532
Marketing and promotion taxes	1,009,984	1,093,649	1,134,419	1,376,213	1,490,055	1,723,475	1,894,302	2,115,150	2,167,092	2,403,889
Other Taxes	47,002	40,472	34,486	31,943	38,623	44,928	36,580	38,121	34,962	34,257
Investment Income	260,141	192,290	92,511	42,485	110,194	137,170	154,875	228,589	595,767	459,967
Unrestricted Grants and contributions	3,366,591	3,126,773	1,753,645	1,545,746	1,865,189	998,638	1,241,063	1,226,690	1,647,288	-
Transfers	(2,282,345)	(868,869)	99,389	368,532	(1,985,571)	(1,586,707)	(5,440,126)	213,788	244,611	(267,206)
Gain (Loss) on Sale of Capital Assets	(527)	(351,502)	4,500	(563,538)	(254,186)	(11,276)	-	-	-	240,915
Total Governmental Activities	12,316,799	12,609,753	12,528,373	12,900,271	12,045,686	12,724,417	10,038,171	16,599,937	17,947,745	17,100,581
Business-type Activities:										
Investment Income	53,379	47,940	18,826	18,893	29,821	34,203	30,838	63,677	160,548	125,291
Miscellaneous	26,875	35,683	24,117	28,732	29,705	39,776	41,787	45,702	-	-
Transfers	2,282,345	868,869	(99,389)	(368,532)	1,985,571	1,586,707	5,440,126	(213,788)	(244,611)	267,206
Gain (Loss) on Sale of Capital Assets	(430)	4,356	200	(2,215)	-	-	-	-	-	-
Total business-type Activities	2,362,169	956,848	(56,246)	(323,122)	2,045,097	1,660,686	5,512,751	(104,409)	(84,063)	392,497
Total Primary Government	**14,678,968**	**13,566,601**	**12,472,127**	**12,577,149**	**14,090,783**	**14,385,103**	**15,550,922**	**16,495,528**	**17,863,682**	**17,493,078**
Changes in Net Position										
Governmental Activities	2,807,138	871,535	6,199,392	(62,820)	2,578,264	(503,329)	(85,171)	1,557,931	3,959,369	1,945,362
Business-type Activities	915,797	(783,781)	(2,315,865)	(2,226,578)	(128,688)	(1,308,501)	4,165,225	(1,101,332)	(647,869)	355,920
Total Primary Government	**$ 3,722,935**	**$ 87,754**	**$ 3,883,527**	**$ (2,289,398)**	**$ 2,449,576**	**$ (1,811,830)**	**$ 4,080,054**	**$ 456,599**	**$ 3,311,500**	**$ 2,301,282**

Source: Current and prior year's financial statements

GUNNISON COUNTY, COLORADO
CHANGES IN FUND BALANCE OF
GOVERNMENTAL FUNDS
(Modified Accrual Basis of Accounting)

Last Ten Fiscal Years

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenues										
Taxes	$ 10,972,605	$ 10,510,744	$ 10,578,064	$ 11,506,800	$ 12,309,859	$ 13,186,388	$ 14,082,196	$ 14,930,685	$ 15,459,879	$ 16,666,905
Licenses, Fees and Permits	388,066	300,777	294,276	311,132	458,082	553,368	559,904	747,981	772,995	659,121
Intergovernmental	13,965,781	12,105,400	16,823,924	11,696,235	14,795,554	11,970,726	15,704,473	12,377,250	13,583,723	14,668,659
Charges for Services	1,716,424	1,728,776	1,688,719	1,557,908	1,672,735	1,792,404	1,967,104	2,046,761	2,172,421	2,374,410
Fines and Forfeitures	1,671	-	-	13,807	26,533	12,100	23,436	17,294	24,663	-
Investment Earnings	260,141	192,292	92,519	37,805	101,241	129,491	144,925	223,669	590,594	459,967
Contributions and Donations	491,500	261,310	193,327	202,257	299,633	253,436	234,485	207,062	147,787	1,486,081
Miscellaneous	407,810	575,739	462,153	474,067	426,726	405,832	460,768	429,166	587,487	490,156
Total Revenues	28,203,998	25,675,038	30,132,982	25,800,011	30,090,363	28,303,745	33,177,291	30,979,868	33,339,549	36,805,299
Expenditures										
General Government	8,497,834	8,112,982	7,694,075	8,584,176	8,637,756	8,916,183	9,929,050	10,091,088	11,941,428	12,788,456
Judicial	251,665	366,151	1,189,893	11,358,579	4,669,512	452,542	334,890	358,321	379,279	425,685
Public Safety	11,443,472	3,005,830	2,857,543	2,923,506	2,954,649	3,085,632	3,346,703	3,418,319	3,569,980	5,122,245
Health and Welfare	4,998,129	4,872,151	5,021,261	5,151,656	5,325,792	5,481,018	5,710,136	7,120,823	6,473,067	7,832,391
Auxiliary Services	273,621	257,857	265,738	267,790	222,183	253,847	276,601	268,570	298,708	264,496
Culture and Recreation	557,850	569,874	789,759	526,620	1,169,423	444,199	314,380	854,468	567,846	1,428,583
Public Works	11,614,226	6,582,708	13,028,701	5,048,705	6,709,006	7,352,965	10,896,414	6,148,445	6,268,768	5,061,227
Debt Service	1,717,512	3,018,900	1,687,797	2,624,551	2,476,234	2,160,316	2,179,484	2,161,122	2,167,877	3,766,977
Capital Outlay	-	-	-	-	-	-	-	-	-	605,486
Total Expenditures	39,354,309	26,786,453	32,534,767	36,485,583	32,164,555	28,146,702	32,987,658	30,421,156	31,666,953	37,295,546
Excess of Revenues Over (Under)	(11,150,311)	(1,111,415)	(2,401,785)	(10,685,572)	(2,074,192)	157,043	189,633	558,712	1,672,596	(490,247)
Other Financing Sources (Uses)										
Proceeds for Debt Issuance	1,085,000	-	10,353,300	-	-	-	-	-	1,320,689	27,864,311
Premium on Refunding Debt	-	-	-	-	-	-	-	-	-	3,332,609
Debt Issuance Costs	-	-	-	-	-	-	-	-	-	-
Payment to Refunded COP to E	-	-	-	-	-	-	-	-	-	(22,115,000)
Other Charges - Debt Service	-	-	-	-	-	-	-	-	-	-
Sale of Inventory/Assets Held For Sale										240,915
Sale of Capital Assets	-	101,227	-	2,693	420,100	-	-	-	-	-
Capital contribution	-	-		-	-	-	-	-	-	-
Transfers in	1,586,001	3,415,317	5,827,821	4,301,296	7,775,267	3,155,691	4,216,663	5,040,837	4,659,147	2,422,688
Transfers out	(1,605,006)	(3,672,218)	(6,339,190)	(3,513,879)	(7,348,258)	(3,057,715)	(4,015,299)	(4,809,694)	(4,360,779)	(2,611,422)
Total Other Financing Sources (us	1,065,995	(155,674)	9,841,931	790,110	847,109	97,976	201,364	231,143	1,619,057	9,134,101
Net Change in Fund Balances	$ (10,084,316)	$ (1,267,089)	$ 7,440,146	$ (9,895,462)	$ (1,227,083)	$ 255,019	$ 390,997	$ 789,855	$ 3,291,653	$ 8,643,854

Source: Current and prior year's financial statements

GUNNISON COUNTY, COLORADO
PROPERTY TAX RATES & LEVIES - DIRECT AND OVERLAPPING GOVERNMENTS

Last Ten Fiscal Years

Levy Year:	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
County-wide levies										
County Government										
Human Services	0.393	0.393	0.499	0.524	0.512	0.520	0.534	0.531	0.475	0.503
Library	1.041	1.041	1.323	1.476	1.440	1.570	1.611	1.602	1.410	-
Health Care Center	0.824	0.824	1.047	1.169	1.140	1.243	1.276	1.269	1.136	1.202
General Fund	9.070	9.070	11.527	12.899	12.582	13.497	13.786	13.743	12.334	14.521
Total County	11.328	11.328	14.396	16.068	15.674	16.830	17.207	17.145	15.355	16.226
Other Direct & Overlapping County-wide										
Library District										
Gunnison County Library District	-	-	-	-	-	-	-	-	1.627	1.900
Cities and Towns										
Crested Butte, Town of	8.395	10.585	10.806	11.362	10.633	10.740	10.537	10.668	10.304	10.372
Gunnison, City of	3.868	3.868	3.868	3.868	3.868	3.868	3.868	3.868	3.868	3.868
Marble, Town of	6.505	6.505	6.505	6.505	6.505	6.506	6.505	6.505	6.505	6.505
Mt. Crested Butte, Town of	5.000	10.378	10.378	10.378	10.378	10.378	10.378	10.378	10.378	10.378
Pitkin, Town of	5.179	5.790	5.560	5.560	4.798	4.973	5.332	5.542	5.989	6.215
School Districts										
Delta County School District 50-J	27.157	27.550	27.383	27.542	27.386	27.765	28.263	28.277	27.596	27.647
Gunnison Watershed School District RE-1J	25.972	25.972	27.966	32.713	31.886	31.378	31.218	30.161	28.868	28.711
Montrose County School District RE-1J	23.579	23.539	23.837	23.763	23.670	26.244	25.994	26.010	25.495	25.412
Metropolitan Districts										
Crested Butte South Metro District	13.493	12.676	14.363	14.363	11.842	12.620	12.002	12.876	10.532	11.270
Reserve Metro District #1*	-	-	-	-	-	-	-	-	-	-
Reserve Metro District #2	-	3.000	50.000	56.471	50.000	10.000	10.000	10.000	10.000	10.000
Reserve Metro District #2 Bond2008GO	45.000	52.676	56.073	60.000	55.900	45.678	-	-	-	-
Reserve Metro District #2 Bond2016A	-	-	-	-	-	-	39.962	39.753	35.340	35.175
Reserve Metro District #2 Bond2016B	-	-	-	-	-	-	6.079	6.034	5.200	5.179
Reserve Metro District #2 Bond2016C	-	-	-	-	-	-	4.880	4.748	4.392	4.262
Skyland Metropolitan District	27.080	27.080	36.044	36.044	28.694	28.694	28.694	28.694	24.355	24.355
Recreation District										
Gunnison Metro Recreation District	0.424	0.450	0.574	0.598	0.557	0.578	0.578	1.000	1.000	1.000
Fire Protection Districts										
Arrowhead Fire Protection District	4.518	4.518	4.518	4.518	4.766	4.272	4.518	4.518	4.518	4.518
Carbondale Fire Protection District	7.246	9.965	8.207	8.203	9.516	9.483	9.306	12.567	12.862	12.796
Crested Butte Fire Protection District	4.712	3.843	4.654	4.814	4.514	4.646	8.036	8.139	7.631	7.687
Gunnison County Fire Protection District	4.504	4.513	4.536	4.504	4.524	4.516	4.514	4.508	4.514	4.505
Ragged Mountain Fire Protection District	2.140	2.050	2.175	2.460	3.350	3.350	3.350	3.350	3.350	3.350
Sanitation District										
East River Regional Sanitation District	4.274	4.274	4.274	4.274	2.608	2.608	2.608	2.608	1.991	1.846
Water & Sanitation District										
Mt. Crested Butte Water & Sanitation District	6.925	9.082	12.495	12.581	11.254	11.304	11.425	11.770	10.230	10.415
Water Conservancy Districts										
Bostwick Park Water District	0.981	0.983	0.983	0.982	0.967	0.989	0.989	0.985	0.895	0.893
Colorado River Water District	0.228	0.242	0.254	0.253	0.243	0.253	0.253	0.256	0.235	0.502
Crawford Water District	0.497	0.469	0.463	0.469	0.469	0.469	0.469	0.469	0.448	0.448
North Fork Water District	0.500	0.561	0.561	0.561	0.561	0.561	0.561	0.561	0.561	0.561
Upper Gunnison Water District	1.770	1.524	1.951	1.951	1.951	1.951	1.951	1.951	1.951	1.951
Cemetery District										
Gunnison Cemetery District	0.753	0.768	0.769	0.766	0.750	0.766	0.766	0.767	0.766	0.766
Ambulance District										
North Fork Ambulance Health Service District	-	-	-	-	-	-	-	-	5.554	5.887

**No mill levy submitted to Colorado DOLA, they are a separate legal entity but do not have a tax levy*

Source:
State of Colorado Department of Local Affairs (DOLA)

GUNNISON COUNTY, COLORADO
PRINCIPAL PROPERTY TAX PAYERS

Last Ten Fiscal Years

(continued)

Taxpayer	Type of Business	2015 Assessed Valuation	Percent of Total Assessed Valuation	2014 Assessed Valuation	Percent of Total Assessed Valuation	2013 Assessed Valuation	Percent of Total Assessed Valuation	2012 Assessed Valuation	Percent of Total Assessed Valuation	2011 Assessed Valuation	Percent of Total Assessed Valuation
Mountain Coal Company, L.L.C.	Natural Resource Extraction	$ 55,038,560	5.56%	$ 59,227,790	6.41%	$ 68,171,790	7.18%	$ 66,917,030	6.37%	$ 64,493,750	6.07%
Crested Butte, LLC	Recreation	3,179,420	0.32%	4,108,600	0.44%	4,599,110	0.48%	4,937,810	0.47%	5,295,610	0.50%
SG Interests I Ltd.	Oil & Gas Extraction	9,975,230	1.01%	2,592,070	0.28%	4,806,770	0.51%	8,472,060	0.81%	9,211,700	0.87%
Boxer F2, L.P.	Hospitality	4,757,910	0.48%	5,257,110	0.57%	4,921,090	0.52%	5,450,800	0.52%	5,468,460	0.51%
Public Service Company of Colorado (Xcel)	Utility	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Gunnison County Electric Association	Utility	3,398,200	0.34%	3,545,100	0.38%	2,964,800	0.31%	2,656,700	0.25%	2,736,280	0.26%
Colorado Stone Quarries	Natural Resource Extraction	2,652,570	0.27%	1,575,830	0.17%	0	0.00%	0	0.00%	0	0.00%
Kelly Midwest Ventures Limited Partnership	Commercial Real Estate	1,517,140	0.15%	1,963,730	0.21%	1,958,450	0.21%	2,181,260	0.21%	2,167,850	0.20%
Elk Avenue Partners, LLC	Commercial Real Estate	2,522,790	0.25%	2,510,090	0.27%	2,510,090	0.26%	2,698,310	0.26%	2,698,310	0.25%
CB Commercial Properties '07, LLC	Commercial Real Estate	2,681,600	0.27%	2,155,870	0.23%	1,877,400	0.20%	0	0.00%	0	0.00%
		85,723,420	8.66%	82,936,190	8.98%	91,809,500	9.67%	93,313,970	8.89%	92,071,960	8.66%
		904,603,200	91.34%	840,511,520	91.02%	857,734,700	90.33%	956,876,620	91.11%	970,553,020	91.34%
	Total Assessed Valuation for All Taxpayers	$ 990,326,620	100.00%	$ 923,447,710	100.00%	$ 949,544,200	100.00%	$ 1,050,190,590	100.00%	$ 1,062,624,980	100.00%

Source:
County Assessors office

GUNNISON COUNTY, COLORADO
OUTSTANDING DEBT BY ACTIVITY TYPE

Last Ten Fiscal Years

	Governmental Activities			Business-Type Activities						
Fiscal Year	General Obligation Bonds	Certificates of Participation	Capital Leases Obligation	Revenue Bonds	Notes Payable	Total Primary Government	Total Personal Income [1] (000's)	Total Primary Government As a Percentage of Personal Income	Population	Total Outstanding Primary Gov't Debt Per Capita
2011	-	17,665,000	1,428,389	1,693,205	1,943,062	22,729,656	543,876	4.18%	15,261	1,489
2012	-	17,270,000	1,125,520	1,668,754	2,666,094	22,730,368	561,747	4.05%	15,378	1,478
2013	-	26,844,919	975,008	2,792,930	1,797,914	32,410,771	588,778	5.50%	15,575	2,081
2014	-	26,141,281	818,535	2,747,725	1,684,041	31,391,582	640,320	4.90%	15,765	1,991
2015	-	25,453,147	655,876	2,701,312	1,631,560	30,441,895	683,280	4.46%	16,104	1,890
2016	-	24,750,526	535,460	2,652,533	1,511,449	29,449,968	722,190	4.08%	16,414	1,794
2017	-	24,038,429	410,623	2,602,578	1,399,350	28,450,980	766,221	3.71%	16,863	1,687
2018	-	23,311,865	280,889	2,550,834	1,265,925	27,409,513	823,372	3.33%	17,167	1,597
2019	-	22,565,854	1,466,862	2,497,305	851,082	27,381,103	853,070	3.21%	17,462	1,568
2020	-	28,829,608	3,548,808	2,406,893	900,026	35,685,335	**	**	**	**

Note:
*** 2020 information was not available at the time of publishing.*

Source:
Current and prior year's financial statements
(1) County personal income obtained from the US Bureau of Economic Analysis' website

GUNNISON COUNTY, COLORADO
RATIO OF NET CERTIFICATES OF PARTICIPATION DEBT TO ASSESSED VALUE AND NET BONDED DEBT PER CAPITA

Last Ten Fiscal Years

Year	Population [1]	Assessed Value [2]	Certificates of Participation	Debt Service Moneys Available	Net Bonded Debt	Ratio of Net Bonded Debt To Assessed Value	Net Bonded Debt Per Capita
2011	15,261	1,062,624,980	17,665,000	-	17,665,000	1.66%	1,158
2012	15,378	1,050,190,590	17,270,000	-	17,270,000	1.64%	1,123
2013	15,575	949,544,200	26,844,919	1,108,750	25,736,169	2.71%	1,652
2014	15,765	923,447,710	26,141,281	429,713	25,711,568	2.78%	1,631
2015	16,104	990,326,620	25,453,147	129,730	25,323,417	2.56%	1,572
2016	16,414	973,958,820	24,750,526	129,826	24,620,700	2.53%	1,500
2017	16,863	982,986,910	24,038,429	158,939	23,879,490	2.43%	1,416
2018	17,167	991,051,120	23,311,865	148,670	23,163,195	2.34%	1,349
2019	17,462	1,138,424,990	22,565,854	152,211	22,413,643	1.97%	1,284
2020	**	1,147,665,190	28,829,608	2,759	28,826,849	2.51%	**

Source:
(1) US Census Bureau Estimate
(2) Abstract of Assessment, County Assessor

GUNNISON COUNTY, COLORADO
LEGAL DEBT MARGIN

Last Ten Fiscal Years

Year	Assessed Value [7]	Legal Debt Limit %	Legal Debt Limit	Net Debt Applicable To Limit	Legal Debt Margin	Ratio of Applicable Debt as % of Limit
2011	1,062,624,980	1.5%	15,939,375	-	15,939,375	0.00%
2012	1,050,190,590	1.5%	15,752,859	-	15,752,859	0.00%
2013	949,544,200	1.5%	14,243,163	-	14,243,163	0.00%
2014	923,447,710	1.5%	13,851,716	-	13,851,716	0.00%
2015	990,326,620	1.5%	14,854,899	-	14,854,899	0.00%
2016	973,958,820	1.5%	14,609,382	-	14,609,382	0.00%
2017	982,986,910	1.5%	14,744,804	-	14,744,804	0.00%
2018	991,051,120	1.5%	14,865,767	-	14,865,767	0.00%
2019	1,138,424,990	1.5%	17,076,375	-	17,076,375	0.00%
2020	1,147,665,190	1.5%	17,214,978	-	17,214,978	0.00%

Source:
(1) Abstract of Assessment, County Assessor

GUNNISON COUNTY, COLORADO
PRINCIPAL EMPLOYERS

Current Year

Employer*	Industry	* Employee Range	Percentage of Total County Employment
Arch Coal Inc (West Elk Mine)	Mining	250 to 499	3.0% - 6%
Crested Butte Mountain Resort	Resorts	250 to 499	3.0% - 6%
Gunnison Watershed School District RE1-J	Schools	250 to 499	3.0% - 6%
Western Colorado University	Schools	250 to 499	3.0% - 6%
Gunnison County	Government	100 to 249	1.2% - 3%
Gunnison National Forest	Government	100 to 249	1.2% - 3%
Gunnison Valley Health	Healthcare	100 to 249	1.2% - 3%
Three Rivers Resort/Outfitting	Guide Service	100 to 249	1.2% - 3%
City of Gunnison	Government	50 to 99	0.6% - 1%
City Market	Retail	50 to 99	0.6% - 1%
Dive	Restaurants	50 to 99	0.6% - 1%
Irwin Guides	Guide Service	50 to 99	0.6% - 1%
Rocky Mountain Biological Lab	Laboratories	50 to 99	0.6% - 1%
Secret Stash Pizza	Restaurants	50 to 99	0.6% - 1%
Sky Ranch At Ute Trail	Camps	50 to 99	0.6% - 1%
Tenderfoot Child & Fam Development Center	Child Care Service	50 to 99	0.6% - 1%
Walmart	Retail	50 to 99	0.6% - 1%
Total Employed in Gunnison County (1)		**8,263**	

Note:
The State of Colorado is not legally permissible to report the exact number of employees by employer. Instead, they provide the number of employees of each within a range. With that in mind, Gunnison County is electing to present the names of the top principal employers and the number of employees of each within that range.

Source:
Colorado Department of Labor and Employment - LMI Gateway
(1) U.S. Bureau of Labor Statistics Annual Average Employment

GUNNISON COUNTY, COLORADO
HOUSING STARTS

Last Ten Fiscal Years

	Single Family (no duplexes, townhomes, accessory units, etc.)		All Housing Including Mobile Homes		All Housing Except Mobile Homes		All Housing Except Mobile Homes and Condos		New Residential Units Built	Residential Units Sold
	Median	Mean	Median	Mean	Median	Mean	Median	Mean		
2011	412,510	537,877	406,320	518,695	406,320	518,695	412,510	522,950	71	341
2012	481,230	768,244	639,230	780,682	654,270	798,046	654,270	798,046	47	352
2013	520,415	824,535	520,415	810,786	538,410	833,189	538,410	833,189	81	429
2014	429,220	776,427	441,430	759,490	452,850	794,547	452,850	794,547	68	463
2015	335,265	506,449	349,010	502,988	349,525	506,974	349,010	508,488	97	535
2016	543,280	745,013	449,190	640,603	456,985	651,286	446,940	662,133	127	595
2017	504,850	718,927	446,030	678,118	470,990	685,404	504,850	706,826	162	627
2018	506,100	704,852	418,180	627,380	426,920	639,579	436,270	652,939	181	610
2019	646,210	901,564	481,370	756,977	499,570	765,262	499,570	765,262	136	502
2020	379,735	552,962	348,660	528,484	363,750	550,514	363,750	550,514	48	631

Note:
Sales Data measured in the 12 months beginning January to December 31st of each year

Source:
Data from the Assessor's Office

GUNNISON COUNTY, COLORADO
FULL TIME EQUIVALENT COUNTY EMPLOYEES BY DEPARTMENT

Last Ten Fiscal Years

Department	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Administration	9.34	9.34	9.39	9.39	10.30	11.03	11.08	11.08	11.08	11.08
Airport	9.10	8.84	8.90	9.30	8.90	10.15	10.15	10.15	10.15	10.15
Assessor	11.00	11.00	11.00	10.91	10.85	10.85	10.85	10.85	10.85	11.35
Clerk & Recorder	8.00	8.41	8.00	8.41	8.15	8.00	8.00	8.00	8.00	8.00
Commissioners	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Community Development	8.00	8.00	8.00	7.00	6.75	6.75	6.75	6.75	6.75	6.85
Coroner	1.00	1.00	1.00	1.00	1.00	1.35	1.75	1.75	1.75	1.75
County Attorney	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Emergency Management	1.25	1.25	1.25	1.25	1.70	1.70	1.70	1.70	1.70	1.70
Extension	1.45	1.50	1.50	1.50	1.50	2.00	1.00	1.00	1.00	1.00
Facilities & Grounds	3.36	3.36	3.31	3.31	3.31	3.31	3.26	3.26	4.00	4.00
Geographic Information Services	3.00	2.80	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Health & Human Services	27.99	26.60	26.46	28.07	29.24	30.64	32.62	32.99	33.79	34.14
Historic Preservation	0.07	0.07	0.07	0.07	0.09	-	-	-	-	-
Housing Authority	3.00	3.00	-	-	-	-	-	-	-	-
Information Technology	2.00	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Juvenile Services	3.75	4.45	5.08	4.82	4.97	5.85	5.89	5.89	6.62	6.62
Public Works	48.70	48.65	49.55	49.55	49.50	50.00	50.25	51.25	52.25	52.25
Sheriff	31.43	31.88	31.93	30.43	30.23	31.23	32.93	35.43	35.43	37.43
Treasurer/Public Trustee	4.00	4.00	4.00	4.00	4.00	4.00	2.90	2.90	2.90	2.90
Veterans Services	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Weather Modification	0.04	0.04	0.04	0.04	0.03	-	-	-	-	-
Wildlife Conservation	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.15
Grand Total	184.88	184.59	182.88	182.45	183.92	190.26	192.53	196.40	199.67	202.52
Restatement by Function										
General Government	52.34	51.85	50.01	50.22	49.06	49.89	48.75	48.75	48.76	49.26
Health & Welfare	34.74	34.05	31.54	34.21	34.21	36.49	38.51	38.88	40.41	40.76
Public Safety	36.18	37.33	38.01	36.20	36.20	38.43	40.57	43.07	43.80	45.80
Auxiliary Services	1.60	1.65	1.65	1.65	1.65	2.15	1.15	1.15	1.15	1.15
Culture & Recreation	2.50	2.59	2.59	2.61	2.51	2.42	2.42	2.42	2.42	2.42
Road & Bridge	29.93	29.88	30.78	30.73	31.19	34.98	35.23	35.23	35.23	35.23
Proprietary Funds	27.59	27.24	28.30	28.30	29.10	25.90	25.90	26.90	27.90	27.90
Grand Total	184.88	184.59	182.88	183.92	183.92	190.26	192.53	196.40	199.67	202.52

Source:
FTE's taken from 2020 Approved Budget

GUNNISON COUNTY, COLORADO
CAPITAL ASSETS

Last Ten Years

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Government										
Capital Assets not Being Depreciated										
Land	$ 1,685,334	$ 1,333,832	$ 1,333,832	$ 1,333,832	$ 1,333,832	$ 1,333,832	$ 1,433,072	$ 1,487,949	$ 2,744,936	$ 3,754,744
Construction in Progress	12,099,697	735,667	9,516,199	12,354,722	329,057	253,199	623,521	841,542	323,272	1,473,279
Capital Assets net of Accumulated Depreciation										
Infrastructure	3,287,010	4,008,093	3,872,865	11,312,483	9,807,617	9,229,811	7,867,614	6,537,398	5,963,356	5,227,247
Improvements	791,039	731,574	694,425	629,643	862,624	792,283	735,560	668,677	623,434	585,174
Buildings	15,638,334	26,448,476	25,665,567	24,383,521	40,047,133	39,053,889	38,275,511	39,038,232	39,768,882	36,399,578
Equipment	3,930,274	3,858,217	3,475,209	2,955,066	2,606,726	2,653,806	2,783,277	3,078,599	3,216,883	5,081,161
Total General Government	37,431,688	37,115,859	44,558,097	52,969,267	54,986,989	53,316,820	51,718,555	51,652,397	52,640,763	52,521,183
Business-Type Activities										
Total primary governmental net position										
Capital Assets not Being Depreciated										
Land	11,303,849	11,303,849	11,303,849	11,303,849	11,332,117	11,332,117	11,332,117	11,332,117	11,332,117	11,332,117
Construction in Progress	2,762,299	1,049,251	-	151,816	1,746,144	3,321,043	7,075,938	178,221	517,452	1,695,271
Capital Assets net of Accumulated Depreciation										
Improvements	16,520,236	18,243,880	16,959,465	15,574,945	14,192,440	12,810,088	13,656,646	19,179,986	17,361,133	15,538,867
Buildings	6,229,875	6,107,958	6,008,138	5,746,159	5,574,480	5,266,593	5,073,567	4,790,746	4,511,627	4,240,109
Utility Treatment Transmission Systems	8,066,557	7,607,379	8,380,022	7,780,606	7,187,590	6,680,512	6,080,766	5,476,697	5,053,392	4,708,712
Equipment	720,474	1,410,786	1,311,921	902,244	1,307,624	1,096,709	1,052,994	1,477,712	1,913,094	1,674,527
Total Business type Activity	45,603,290	45,723,103	43,963,395	41,459,619	41,340,395	40,507,062	44,272,028	42,435,479	40,688,815	39,189,603
Total Capital Assets - Primary Government	$ 83,034,978	$ 82,838,962	$ 88,521,492	$ 94,428,886	$ 96,327,384	$ 93,823,882	$ 95,990,583	$ 94,087,876	$ 93,329,578	$ 91,710,786
Component Unit - Gunnison Valley Hospital and Health Care Center										
Capital Assets										
Land and improvements	$ 597,782	$ 911,194	$ 911,194	$ 911,194	$ 911,194	$ 911,194	$ 1,611,394	$ 3,225,539	$ 3,270,072	$ 3,270,072
Building Leasehold Improvements	22,876,325	23,308,514	23,371,826	23,412,969	23,446,824	23,669,490	24,320,700	43,264,708	46,606,736	49,003,026
Equipment	11,844,998	11,807,896	12,447,745	11,952,185	13,462,516	14,234,446	15,979,699	18,771,632	19,506,599	20,434,319
Construction in Progress	180,369	27,066	22,130	1,217	155,085	1,066,933	6,422,741	1,922,848	1,161,732	244,611
Less: Accumulated Depreciation	(14,804,688)	(16,411,539)	(18,065,026)	(18,499,407)	(20,027,794)	(20,841,103)	(22,216,195)	(24,061,462)	(26,763,211)	(30,517,705)
Total Business type Activity	20,694,786	19,643,131	18,687,869	17,778,158	17,947,825	19,040,960	26,118,339	43,123,265	43,781,928	42,434,323
Total Capital Assets - Component Unit	$ 20,694,786	$ 19,643,131	$ 18,687,869	$ 17,778,158	$ 17,947,825	$ 19,040,960	$ 26,118,339	$ 43,123,265	$ 43,781,928	$ 42,434,323

Source:
Current and prior year's financial statements

STATUATORY REPORT SECTION

SINGLE AUDIT REPORTS & SCHEDULES

INDEPENDENT AUDITOR'S REPORT
To the Board of County Commissioners
Gunnison County, Colorado

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
June 23, 2021

INDEPENDENT AUDITOR'S REPORT
To the Board of County Commissioners
Gunnison County, Colorado

Opinion on Each Major Federal Program and Passenger Facility Charge Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and on Passenger Facility Charge program for the year ended December 31, 2020.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with types of requirements that could have a direct and material effect on each major federal program and on the Passenger Facility Charge program to determine our auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and Passenger Facility Charge program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or the Passenger Facility Charge program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or the Passenger Facility Charge program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or the Passenger Facility Charge program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report in internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the Guide. Accordingly, this report is not suitable for any other purpose.

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
June 23, 2021

Gunnison County, Colorado
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2020
(continued)

Program Title	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures	Amount Provided to Subrecipients	
U.S. Department of Homeland Security:					
Passed through Colorado Department of Local Affairs					
Emergency Management Performance Grant	97.042	n/a	75,000		
Total - U.S. Department of Homeland Security:			75,000		
Department of the Treasury					
Passed through Colorado Department of Local Affairs:					
Coronavirus Relief Fund	21.019	CVRF CM-023	1,490,056	446,250	
Passed through Colorado Department of Human Services:					
Coronavirus Relief Fund	21.019		19,837		
Passed through Colorado Department of Public Health and Environment:					
Coronavirus Relief Fund	21.019		308,616		
Total - Coronavirus Relief Fund			1,818,509		
Total - Department of the Treasury			1,818,509		
U.S. Department of Justice:					
Passed through Colorado Division of Criminal Justice:					
Juvenile Accountability Block Grants	16.523	n/a	36,190		
Total - U.S. Department of Justice:			36,190		
U.S. Department of Housing and Urban Development:					
Passed through Colorado Housing and Finance Authority:					
Mortgage Insurance - Multifamily Housing Project - Section 221(d)(3)	14.155	n/a	472,425		
Section 8 Housing Assistance Payments Program	14.195	n/a	134,657		*C*
Total - U.S. Department of Housing and Urban Development:			607,082		
U.S. Department of Energy:					
Direct Programs:					
Long-term Surveillance and Maintenance	81.136		18,570		
Total - U.S. Department of Energy			18,570		
Total Federal Assistance:			$ 7,326,425	$ 1,177,452	

Additional Information for Clusters:	Amount
A - CCDF Cluster (93.575 and 93.596)	226,035
B - Medicaid Cluster (93.775, 93.777 and 93.778)	178,149
C - Section 8 Project-Based Cluster (14.182, 14.195, 14.249 and 14.856)	134,657
D - SNAP Cluster (10.551 and 10.561)	135,154
E - Forest Services Schools and Roads Cluster (10.665 and 10.666)	731,202
F - Highway Safety Cluster (20.600, 20.601, 20.602, 20.609, 20.610, 20.611, 20.612, 20.613, and 20.616)	91,544

Notes to the Schedule of Expenditures of Federal Awards For the Year Ended December 31, 2020

Note 1. Basis of Presentation:
The Schedule of Expenditures of Federal Awards includes the federal grant activity of Gunnison County and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.* Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the general purpose financial statements.

Note 2. Determining the Value of Non-cash Awards Expended
Food issuances: Fair market value of food stamps at the time of receipt, or the assessed value provided by the Federal agency.
Immunization incentive funds: Dollar amount of vaccines used, provided by the Federal agency.

Note 3. Loans Outstanding
The County participates in the HUD Insured Loan Program. The balance of the loans at December 31, 2020 is as follows:

Program Title	Federal CFDA Number	Balance of Direct Loans
Mortgage Insurance - Multifamily Housing Project - Section 221(d)(3)	14.155	$ 421,641

Note 4. Indirect Facilities and Administration costs:
The County has elected not to use the 10% de minimis cost rate allowed in Title 2 U.S. Cost of Federal Regulations (CFR) §200.414, *Indirect (F&A) Costs*. Instead, the County prepares an annual cost allocation plan to allocate indirect costs.

COLORADO
Department of Local Affairs
Division of Local Government

Community Services Block Grant
Semiannual Program Report

Please also submit a current Tripartite Board/Advisory Committee roster using the template on page 3.

Eligible Entity Name: **Gunnison County Department of Health and Human Services**
Name and Title of Person Completing this Report:Elizabeth Holena
Phone and e-mail address: **970.642.4665 elizabeth.holena@state.co.us**

Reporting Period: (Check which reporting period this report is applicable to)

☐ January 1 - June 30 Year _____
☒ July 1 - December 31 Year 2021

1. On what date/s did your Tripartite Board/Advisory Committee meet during this reporting period?

7/15/2021

2. Were there updates or changes to the Tripartite Board/Advisory Committee during this reporting period? If so, please explain:

A new member was voted in to replace a low income representative.

3. Please list the number of board SEATS for each sector of the tripartite board, including filled and vacant seats, as long as the seat has been vacant for less than 18 months. 6

No. of Low Income Seats (1/3 of total board seats or greater)	No. of Public Elected Official Seats (at least 1/3)	No. of Other Community Members (Not more than 1/3)
2	2	2

Comments:

4. Please list all vacancies in each segment of the Tripartite Board/Advisory Committee, as well as steps taken to address each vacancy.

No current vacancies

Tripartite Board Roster

Organization Name: Gunnison County Department of Health and Human Services

LOW INCOME

Name (If vacant, please list as Vacant Seat.)	County Represented	Community/Group Represented	Date Seated	Current Term Expiration	Vacancy Date (If applicable)
Shannon Frias	Gunnison/Hinsdale	Low Income housing	2014	2021	
April Sparks	Gunnison/Hinsdale	Low Income, children and families	2014	2021	

PUBLIC ELECTED OFFICIALS

Name (If vacant, please list as Vacant Seat.)	County Represented	Elected/Public Office Represented	Date Seated	Current Term Expiration	Vacancy Date (If applicable)
Roland Mason	Gunnison/Hinsdale	County Commissioners	2019	2021	
Kristy McFarland	Gunnison/Hinsdale	Assessors Office	2014	2021	

PRIVATE ORGANIZATIONS

Name (If vacant, please list as Vacant Seat.)	County Represented	Organization/Business Represented	Date Seated	Current Term Expiration	Vacancy Date (If applicable)
Vince Rogalski	Gunnison/Hinsdale	Faith community	2014	2021	
Arden Anderson chair	Gunnison/Hinsdale	Red Cross	2014	2021	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DOLA Option Letter #2; Increase in Community Services Block Grant Award

Action Requested: Motion/approval

Parties to the Agreement:

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

Summary: Option Letter # 2 is initial distribution for 2022

Fiscal Impact: $16,718

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: ◯ Required ◯ Not Required

Comments:

Reviewed by: Discharge Date: 2/08/2022

County Attorney Review: ◯ Required ◯ Not Required

Comments:

Reveiwed by: Discharge Date: **2/10/2022** Certificate of Insurance Required

Yes ◯ No ◯

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1/mbirnie Discharge Date: 2/10/2022

X ◯ Consent Agenda ◯ Regular Agenda ◯ Worksession Time Allotted:

Agenda Date:

Revised April 2015

DocuSign Envelope ID: 97BB52F7-8535-4296-8289-4CC2AE978FE5

CSBG
CTGG1 NLAA 2021*2937

OPTION LETTER #2

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)	**DLG Number** L21CSBG19	**Option Letter CMS Number** 171668
Grantee **Gunnison County**	**Previous CMS #(s)** 166573, 169313	
Project Number and Name CSBG-21-014 - CSBG19- Gunnison County 2021-2024	**Grant Amount** Initial Award: $16,151.00 Option Letter #1 06/04/2021: $48,823.00 Option Letter #2 11/22/2021: $16,718.00 **Total Grant Amount: $81,692.00**	
DOLA CSBG Program Manager **Alex Vercio, (303) 864-8431, alex.vercio@state.co.us**		
DOLA CSBG Program Assistant **Alex Diaz, (303) 864-8423, alex.diaz@state.co.us**	**Prior Grant Agreement Expiration Date** September 30, 2024	**Current Grant Agreement Expiration Date** September 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: DocuSigned by: Rick M. Garcia - DOLA
8139CF536BC34AC...
Rick M. Garcia, Executive Director

Date: 12/8/2021 | 4:45 PM MST

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Beulah Messick - DOLA
090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 12/14/2021 | 7:04 PM MST

DocuSign Envelope ID: 97BB52F7-8535-4296-8289-4CC2AE978FE5

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

☐ a. Option to extend *(use this option for Extension of Time)*

☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

a. Reserved for use with Option 1(a).

b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Grant Award Letter Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$16,718** from **$64,974** to **$81,692**. The Total Grant Amount in the Summary of Grant Award Terms and Conditions is hereby changed to **$81,692**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following:

4.1.1. Project Budget.

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#2 Amount	Updated Budget Line Amount
Formulaic 2021	1	Program Year 2021 - FORM - (1/1/2021-9/30/2022) (CS2112)	$61,326	$619	**$61,945**
Discretionary 2020	2	Program Year 2021 - DISC - (1/1/2021-9/30/2021) (CS2015)	$3,066	$0	**$3,066**
Formulaic 2020	3	Program Year 2021 - FORM - (1/1/2021-9/30/2021) (CS2015)	$582	$0	**$ 582**
Formulaic 2022	4	Program Year 2022 - FORM - (1/1/2022-9/30/2023) (CS2212)	$0	$15,332	**$15,332**
Discretionary 2022	5	Program Year 2022 - DISC - (1/1/2022-9/30/2022) (CS2112)	$0	$767	**$ 767**
		TOTALS	**$64,974**	**$16,718**	**$81,692**

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or **November 22, 2021**, whichever is later.

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Street Vacation Request in Ohio Ci

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Jerry and Terry Stallard, represented by K. Burgemeister have applied for a street and alley vacation in Ohio City

Fiscal Impact: Fees and Costs paid by applicant

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

The Board has the discretion to deny this request in consideration of the factors set forth in Road and Bridge Standard 2.9.2. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 2/10/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 2/15/2022

Revised April 2015

Street Vacation Checklist
Items from the Applicant Jerry and Terry Stallard

#1.	Signed Application Letter	Yes	No	N/A
	Proof of Ownership	Yes	No	N/A
	Location Map	Yes	No	N/A
#2	Identification of Area to be Vacated	Yes	No	N/A
	Narrative describing the area	Yes	No	N/A
	Shown on a map/plat/etc	Yes	No	N/A
#3.	Application Fees Paid	Yes	No	N/A
#4.	Certified Mail to Adjacent Property Owners (copies of receipts) (Notices sent by Public Works Department)	Yes	No	N/A
#5.	Survey of Property	Yes	No	N/A

Street Vacation Checklist
PWD Review

Public Works recommends the findings as follows:

#1.	Public Notice	Work with Admin & set Public Hearing Date & Time			
		(2x in local newspaper)	(Yes)	No	N/A
		County Website	Yes	(No)	N/A
		Notice to Utility Companies	(Yes)	No	N/A
		Notice to County Departments	(Yes)	No	N/A
#2	Compliance with Road Standards Section 2.9.2				
2-1	Compliance with C.R.S. 43-2-301 et.seq		(Yes)	No	N/A
2-2	Consistency with comp plan		Yes	No	(N/A)
2-3	Restricts or makes difficult access to any parcel *Vacation eliminates two potential access points*		(Yes)	No	N/A
2-4	Disruptive to existing travel modes See Map labeled 3-4 for existing travel routes		Yes	(No)	N/A
2-5	Changes conditions in traffic or development plans *Vacation eliminates two potential future access points*		(Yes)	No	N/A
2-6	Anticipates changes or conditions in traffic or developments		Yes	No	(N/A)
2-7	Adverse impacts to natural environment		Yes	(No)	N/A
2-8	Impacts to community needs		Yes	(No)	N/A

2-9	Impact on public health, safety or welfare	Yes	(No)	N/A
2-10	Conflicts with other established County roads or public Roads under County jurisdiction	Yes	(No)	N/A
2-11	Increased risk to emergency services personnel	Yes	No	(N/A)
2-12	Benefits outweigh detriments *Public Works cannot support this application. It is difficult to justify eliminating two potential accesses when the land owner's future plans are unknown.* *There is a lot cluster proposed, but it will use .8 of an acre of public land which is significantly more than other street vacations have requested.*	Yes	(No)	N/A
2-13	Public Benefits (may include a benefit not on this list)			
	Lot Cluster	(Yes)	No	N/A
	OWTS build or improvement	Yes	No	(N/A)
	Increased safety of route	Yes	(No)	N/A
	Unbuildable route	Yes	(No)	N/A
	Unreasonable scar on landscape	Yes	(No)	N/A
2-14	Impacts on maintenance of structures deemed Necessary by the County	Yes	(No)	N/A

Gunnison County Community Development Department
221 N. Wisconsin St, Ste. D
Gunnison, CO 81230

Gunnison County Public Works
195 Basin Park Drive
Gunnison, CO 81230

Re: Authorization of representative for lot cluster land use change application and street and alley vacation

To whom it may concern:

Please be advised that Jerry A Stallard and Terry L Smith-Stallard hereby authorize the attorneys at Law of the Rockies, including Kendall Burgemeister, to act on their behalf with respect to a lot cluster land use change application and a street and alley vacation application to be filed with Gunnison County for the real property described on **Exhibit A**, and consent to the submittal of such applications by such representative.

Law of the Rockies can be reached using the following contact information: Law of the Rockies, Attn: Kendall Burgemeister, 525 N. Main St., Gunnison, CO 81230, 970-641-1903, kburgemeister@lawoftherockies.com.

Sincerely,

Jerry A Stallard and Terry L Smith-Stallard

Jerry A Stallard

Terry L. Smith-Stallard

STATE OF Texas)
)ss.
COUNTY OF Galveston)

The foregoing letter was acknowledged before me this 26 day of January, 2024, by Jerry A Stallard and Terry L. Smith-Stallard. Witness my hand and official seal. My commission expires: March 12, 2024

I KMW

Kayla Meshel Wittig
Notary Public

Kayla Meshel Wittig
Notary Public
STATE OF TEXAS
Notary ID# 13240109-7
My Comm. Exp. March 12, 2024

EXHIBIT A

Stallard Parcel A

Beginning at the Southwest corner of Lot 16 in Block 15 as shown on the Plat of the Town of Ohio City, filled October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado;
Thence North 11°43'00"E to the northwest corner of Lot 5 in said Block 15, thence S78°17'00"E to the northeast corner of Lot 3 in said Block 15;
Thence South 11°43'00" West along the Easterly line of said Lot 3, a distance of 100.00 feet;
Thence South 78°17'00" East a distance of 25.00 feet;
Thence South 11°43'00" West a distance of 9.91 feet;
Thence North 85°50'00" West a distance of 4.55 feet;
Thence South 7°38'51" West a distance of 165.21 feet, more or less, to said North right-of-way line of Main Street;
Thence North 86°30'00" West along said North right-of-way line, a distance of 204.31 feet, more or less, to the TRUE POINT OF BEGINNING.

Stallard Parcel B

Beginning at the northwest corner of Lot 16 in Block 15 as shown on the Plat of the Town of Ohio City, filled October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado;
Thence North 11°43'00"E to the northwest corner of Lot 15 in Block 12 as shown on said Plat;
Thence South 78°17'00" East to the centerline of the vacated alley west of Lot 17 in said Block 12;
Thence North 11°43'00" East to the prolongated centerline of the vacated alley north of Lots 17 to 20 of said Block 12;
Thence South 78°17'00" East along said centerline to the East line of said Town of Ohio City;
Thence South 5°32'00" West along said East line 259.63 feet;
Thence North 85°50'00" West a distance of 89.72 feet;
Thence North 11 °43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;
Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;
Thence North 11 °43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly right-of-way line of vacated First Street;
Thence North 78°17' 00" West along said Southerly right-of way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING

Exhibit C Stallard
Vesting Deeds

K Simillion Gunnison County, CO
11/19/2015 4:03:17 PM
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Page 1 of 3
R 25.00 D 4.00

WARRANTY DEED

THIS DEED, made this 19th day of **November, 2015**, between

Ruth E. Dolezal and Laurence E. Dolezal

Of the County of Gunnison, State of Colorado, grantor and

Jerry A. Stallard and Terry L. Smith-Stallard AS JOINT TENANTS

Whose legal address is **13 N. Skimmer, La Marque, Texas 77568** grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **Forty Thousand and 00/100 Dollars ($40,000.00),** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of **Gunnison** and the State of **Colorado** described as follows:

The real property described in Exhibit "A" attached hereto and incorporated Herein by reference

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except

Those items as set forth in the Commitment for Title insurance dated October 9, 2015 as Commitment No. G15-549, General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Ruth E. Dolezal

Laurence E. Dolezal

STATE OF **Colorado**)
) **SS.**
COUNTY OF **Gunnison**)

The foregoing instrument was acknowledged before me this 19th day of **November, 2015** by **Ruth E. Dolezal and Laurence E. Dolezal**

My commission expires: May 22, 2017

[SEAL] THELMA JEAN STONE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19894007493
My Commission Expires May 22, 2017

Thelma Jean Stone
Notary Public

K Simillion Gunnison County, CO
11/19/2015 4:03:17 PM
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Page 3 of 3
R 25.00 D 4.00

EXHIBIT "A"
LEGAL DESCRIPTION

A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated First Street adjacent to said Lots 16 to 20 and Alleys and Streets adjacent to said Lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filled October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being North right-of-way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15, said point being the TRUE POINT OF BEGINNING;

Thence North 10°32'29" East a distance of 110.02 feet to a point on the North line of said Lot 15 in Block 12;

Thence South 78°17'00" East along said North line a distance of 78.62 feet;

Thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12;

Thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;

Thence South 5°32'00" West along said East line 259.63 feet;

Thence North 85°50'00" West a distance of 89.72 feet;

Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;

Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;

Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly right-of-way line of vacated First Street;

Thence North 78°17'00" West along said Southerly right-of way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.

County of Gunnison,
State of Colorado.

K Simillion Gunnison County, CO
11/19/2015 3:58:57 PM
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Page 1 of 3
R 33.50 D 12.50

WARRANTY DEED

THIS DEED, made this 19th day of **November, 2015**, between

Ruth E. Dolezal and Laurence E. Dolezal

Of the County of Gunnison, State of Colorado, grantor and

Jerry A. Stallard and Terry L. Smith-Stallard AS JOINT TENANTS

Whose legal address is **13 N. Skimmer, La Marque, Texas 77568** grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **One Hundred Twenty Five Thousand and 00/100 Dollars ($125,000.00),** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of **Gunnison** and the State of **Colorado,** described as follows:

The real property described in Exhibit "A" attached hereto and incorporated herein by reference

also known by street address as: **8621 County Road 76, Ohio City, Colorado 81237.**
and assessor's schedule or parcel number: **369526106001**

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except

Those items as set forth in the Commitment for Title insurance dated October 9, 2015 as Commitment No. G15-287, General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Ruth E. Dolezal

Laurence E. Dolezal

STATE OF **Colorado**)
) **SS.**
COUNTY OF **Gunnison**)

The foregoing instrument was acknowledged before me this 19th day of **November, 2015** by **Ruth E. Dolezal and Laurence E. Dolezal**

My commission expires: May 22, 2017

Thelma Jean Stone
Notary Public

[SEAL]

THELMA JEAN STONE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19894007493
My Commission Expires May 22, 2017

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land being a portion of Lots 5 thru 16, inclusive and a portion of LotS 20 and 21 of Block 15 and all of LotS 3, 4, 17, 18 and 19 of said Block 15 and the vacated Alleys adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said lot 16, also being the North right-of-way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;

Thence North 10°32'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in block 15;

Thence South 78°17'00" East along said Northerly line lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 3;

Thence South 11°43'00" West along the Easterly line of said Lot 3, a distance of 100.00 feet;

Thence South 78°17'00" East a distance of 25.00 feet;

Thence South 11°43'00" West a distance of 9.91 feet;

Thence North 85°50'00" West a distance of 4.55 feet;

Thence South 7°38'51" West a distance of 165.21 feet, more or less, to said North right-of-way line of Main Street;

Thence North 86°30'00" West along said North right-of-way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING.

County of Gunnison,
State of Colorado.

K Simillion Gunnison County, CO
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Page 1 of 4
R 26.00 D 0.00

QUIT CLAIM DEED

THIS DEED, made this 19th day of **November**, **2015**, between

Ruth E. Dolezal and Laurence E. Dolezal

of the County of Gunnison, State of Colorado, grantor, and

Jerry A. Stallard and Terry L. Smith-Stallard AS JOINT TENANTS

Whose legal address is **13 N. Skimmer**; **La Marque**, **Texas 77568**, grantee:

WITNESSETH, That the grantor for good and valuable consideration , the receipt and sufficiency of which is hereby acknowledged, remised, released, sold and **QUITCLAIMED,** and by these presents does remise, release, sell and **QUITCLAIM**, unto the grantees, their heirs, successors and assigns forever, not in tenancy in common but in **joint tenancy**, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of **Gunnison,** and the State of **Colorado,** described as follows:

The real property described in Exhibit "A" attached hereto and incorporated herein by reference

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantees, their heirs and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Ruth E. Dolezal

Laurence E. Dolezal

STATE OF **Colorado**)
) **SS.**
COUNTY OF **Gunnison**)

The foregoing instrument was acknowledged before me this 19th day of **November, 2015,** by **Ruth E. Dolezal and Laurence E. Dolezal**

My commission expires: May 22, 2017

THELMA JEAN STONE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19894007493
My Commission Expires May 22, 2017

Thelma Jean Stone
Notary Public

G15-287

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A:

A parcel of land being a portion of Lots 5 thru 16, inclusive and a portion of LotS 20 and 21 of Block 15 and all of LotS 3, 4, 17, 18 and 19 of said Block 15 and the vacated Alleys adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said lot 16, also being the North right-of-way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;

Thence North 10°32'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in block 15;

Thence South 78°17'00" East along said Northerly line lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 3;

Thence South 11°43'00" West along the Easterly line of said Lot 3, a distance of 100.00 feet;

Thence South 78°17'00" East a distance of 25.00 feet;

Thence South 11°43'00" West a distance of 9.91 feet;

Thence North 85°50'00" West a distance of 4.55 feet;

Thence South 7°38'51" West a distance of 165.21 feet, more or less, to said North right-of-way line of Main Street;

Thence North 86°30'00" West along said North right-of-way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING.

County of Gunnison,
State of Colorado.

-CONTINUED-

Parcel B:

A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated First Street adjacent to said Lots 16 to 20 and Alleys and Streets adjacent to said Lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filled October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being North right-of-way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15, said point being the TRUE POINT OF BEGINNING;

Thence North 10°32'29" East a distance of 110.02 feet to a point on the North line of said Lot 15 in Block 12;

Thence South 78°17'00" East along said North line a distance of 78.62 feet;

Thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12;

Thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;

Thence South 5°32'00" West along said East line 259.63 feet;

Thence North 85°50'00" West a distance of 89.72 feet;

Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;

Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;

Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly right-of-way line of vacated First Street;

Thence North 78°17'00" West along said Southerly right-of way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.

County of Gunnison,
State of Colorado.

-CONTINUED-

K Simillion Gunnison County, CO
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TOGETHER WITH Lots 13 through 20, Block 12, and Lots 1 through 20, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado,

Excepting therefrom all property set forth in deed recorded in Book 570 at Page 153 of the Gunnison County records

TOGETHER WITH Colorado Division of Water Resources Well Permit No. 106151.

Exhibit E

S Dominguez Gunnison County, CO 569013
9/13/06 4:29 PM Pg: 1 of 4
544 R: $21.00 D: $0.00

GRANT OF EASEMENT

Laurence E. Dolezal and Ruth E. Dolezal (collectively, "Grantor"), whose address is 158 County Road 771, Ohio City, Colorado 81237, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and quitclaims to **Shelby D. Wilcox** ("Grantee"), whose address is 116 County Road 771, Ohio City, Colorado 81237, a perpetual, nonexclusive easement (the "Easement") over and across the existing driveway leading from County Road 771 to the Dominant Estate (defined below), said driveway being located upon the real property described in attached Exhibit A (the "Servient Estate").

The grant of the Easement is expressly subject to the following terms and conditions:

1. The Easement may be used by Grantee (including Grantee's guests and invitees) for the sole purposes of ingress to and egress from the real property described in attached Exhibit B (the "Dominant Estate").

2. Grantor and Grantee shall share equally in the cost of repair and/or maintenance of the driveway.

3. Grantor shall not be liable for any injury or damage to Grantee or Grantee's guests or invitees or their property caused as a result of use of the Easement. Grantee shall indemnify and hold harmless Grantor against any and all cost, expense, claim, or damages, including reasonable attorneys' fees, caused by the use of the Easement by Grantee or Grantee's guests or invitees.

4. Grantor shall have the right to use the Servient Estate for any purpose not inconsistent with the use and enjoyment of the Easement by Grantee.

5. The Easement is appurtenant to the Dominant Estate. All provisions of this Grant of Easement, including all benefits and burdens, shall run with the lands and shall be binding upon and shall inure to the benefit of the successors and assigns of Grantor and Grantee, subject to the provisions hereof.

Dated this 13 day of September, 2006.

Laurence E. Dolezal

Ruth E. Dolezal

Shelby D. Wilcox

STATE OF COLORADO)
) ss
County of Gunnison)

The foregoing instrument was acknowledged before me this 13 day of September, 2006 by Laurence E. Dolezal and Ruth E. Dolezal.

Witness my hand and official seal.
My commission expires: Apr. 30, 2010

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/30/2010

Notary Public

RNM 1404 9/12/06

STATE OF COLORADO)
) ss
County of Gunnison)

The foregoing instrument was acknowledged before me this 13 day of September, 2006 by Shelby D. Wilcox.

Witness my hand and official seal.
My commission expires: Apr. 30, 2010

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/30/2010

Notary Public

S Dominguez Gunnison County, CO 569013
9/13/06 4:29 PM Pg: 3 of 4
544 R: $21.00 D: $0.00

EXHIBIT A
SERVIENT ESTATE

D. M. Maimone
Land Planning and Development Consultant

LEGAL DESCRIPTION

PARCEL "B"

A Parcel of Land being lots 1 and 2 in block 15 and lots 15 to 20 inclusive in block 12 and vacated First Street adjacent to said lots 16 to 20 and Alleys and Streets adjacent to said lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows;

Beginning at the Southwest corner of lot 16 in block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said lot 16, also being the North right-of-way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of lot 5 in said block 15, said point being the TRUE POINT OF BEGINNING;

thence North 10°32'29" East a distance of 110.02 feet to a point on the North line of said lot 15 in block 12;
thence South 78°17'00" East along said North line a distance of 78.62 feet;
thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said lots 17 to 20 in block 12;
thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;
thence South 5°32'00" West along said East line 259.63 feet;
thence North 85°50'00" West a distance of 89.72 feet;
thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said lot 2 in block 15;
thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said lot 2 in block 15;
thence North 11°43'00" East along the West line of said lot 2, a distance of 100.00 feet to the Northwest corner of said lot 2, said corner also lying on the Southerly right-of-way line of vacated First Street;
thence North 78°17'00" West along said Southerly right-of-way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.

Containing 1.06 Acres, more or less.

County of Gunnison,
State of Colorado

S Dominguez Gunnison County, CO 569013
9/13/06 4:29 PM Pg: 4 of 4
544 R: $21.00 D: $0.00

EXHIBIT B
DOMINANT ESTATE

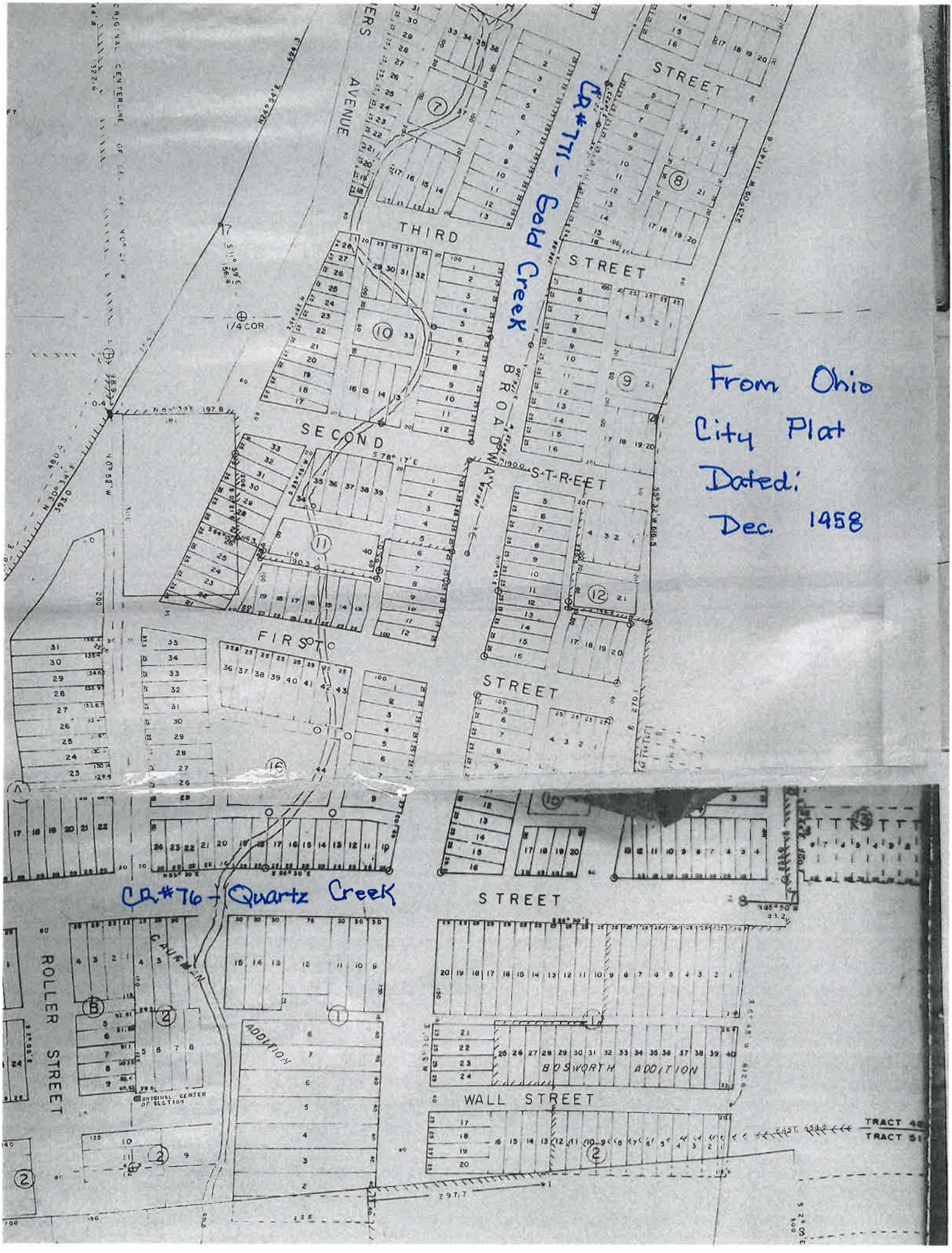
A parcel of land being a portion of Lots 1 through 14, both inclusive, and Lot 21 in Block 12, and the South half of vacated Second Street and the vacated Alleys adjoining Lot 21, Lot 1 and Lot 4 as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Gunnison County Clerk and Recorder, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being the North right-of-way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 410.28 feet to a point on the south line of said Lot 14 in Block 12, said point being the TRUE POINT OF BEGINNING; thence South 78°17'00" East along said South line a distance of 78.62 feet; thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the Vacated Alley South of said Lot 21; thence South 78°17'00" East along said Southerly line 155.98 feet, more or less, to the East line of said Town of Ohio City; thence North 5°32'00" East along said East line, 231.35 feet to the centerline of said Second Street; thence North 78°17'00" West along said centerline 203.21 feet; thence South 18°14'48" West a distance of 80.15 feet; thence South 11°29'12" West a distance of 89.14 feet; thence South 10°32'29" West a distance of 111.26 feet, more or less, to the TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM all portions platted as streets and alleys as shown on the official Plat of Ohio City not vacated in Ordinances recorded October 13, 1961 in Book 355 at page 398, recorded February 3, 1965 in Book 378 at page 378, recorded September 20, 1966 in Book 391 at page 22 and recorded June 26, 1981 in Book 567 at page 728,

FURTHER EXCEPTING THEREFROM any portions of the subject property not platted as Lots in Blocks 12 and 15 and not described as streets and alleys on the official Plat of Ohio City,

County of Gunnison,
State of Colorado.


AVENUE
THIRD
STREET
SECOND
BROADWAY
STREET
FIRST
STREET
STREET
CR#711 - Gold Creek
From Ohio City Plat Dated: Dec. 1458
CR#76 - Quartz Creek
ROLLER STREET
CAUFMAN
ADDITION
BOSWORTH ADDITION
WALL STREET
TRACT 40
TRACT 51
1/4 COR
CENTER OF SECTION
ORIGINAL CENTERLINE OF

Application for Vacation of Streets and Alleys

1. Applicants' name, address, and phone number.

Jerry A Stallard
Terry L Smith-Stallard
13 N Skimmer St.
La Marque, TX 77568-6541
409-256-7824

2. Legal description, if not a platted street or alley.

The portion of First Street and all of the other unnamed streets and alleys shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, that are east of the eastern boundary of Broadway (Gunnison County Road 771), west of the east line of the Town of Ohio City, south of the centerline of the alley north of Lots 17-20, Block 12, and north of the northern boundary of Main Street (County Road 76), excluding the west half of the alley lying east of Lots 12-14, Block 12.

3. Name, address, phone number for person or firm authorized to represent the Applicants.

Law of the Rockies
Kendall Burgemeister
525 N. Main St.
Gunnison, CO 81230
970-641-1903 x3
kburgemeister@lawoftherockies.com

4. Map showing location of section to be vacated which also shows names and addresses of all owners of property adjacent to the section or street or alley to be vacated.

An ILC prepared by All County Survey showing the portions of the streets and alleys to be vacated is attached as Exhibit A. An annotated copy of the survey showing the streets and alleys to be vacated highlighted in red, and names and addresses of adjacent property owners, is attached as Exhibit A-1. The parcels owned by the Stallards are highlighted in blue.

An annotated aerial photograph from the Gunnison County GIS website is attached as Exhibit B.

The Applicants' vesting deeds are attached as Exhibit C. The two warranty deeds conveyed parcels by metes and bounds pursuant to a Survey Map dated October 4, 2002, Deposit No. 394 in the office of the Gunnison County Clerk & Recorder, prepared by Don M. Maimone, Colorado L.S. No. 30105. The survey is attached as Exhibit D. The

quitclaim deed to the Applicants included all of the land shown on the ILC attached as Exhibit A.

5. If any portion of the street or alley is within a subdivision or is adjacent to a subdivision lot the applicant must provide the names and addresses of all property owners within the subdivision.

No portion of the street or alley is within a subdivision or adjacent to a subdivision lot.

6. Survey by a Colorado licensed surveyor of adjacent properties and street right-of-way.

Please see Exhibit A. Exhibit D may also be referenced, but as explained in Exhibit A, Exhibit D is believed to be in err.

1. Requirements of C.R.S. 43-2-301 et. seq.

The requested vacation complies with the requirements of C.R.S. 43-2-301 et. seq.

C.R.S. 43-2-303(1)(b) states: "The board of county commissioners of any county may vacate any roadway or any part thereof located entirely within said county if such roadway is not within the limits of any city or town."

Board of County Commissioners of Gunnison County Resolution 2017-13 confirms that the Board has the authority to vacate streets and alleys within the Ohio City townsite.

C.R.S. 43-2-303(2)(a): "No platted or deeded roadway or part thereof or unplatted or undefined roadway which exists by right of usage shall be vacated so as to leave any land adjoining said roadway without an established public road or private-access easement connecting said land with another established public road."

The proposed vacation will not leave any land without access to another established public road. Exhibit B identifies four neighboring parcels owned by third parties:

1. Sportsmans Resort LLC
2. Wendy and Albert Brown
3. Richard and Anna Crowder
4. Laurence and Ruth Dolezal

Exhibits A and B show that the Stallards and Sportsmans Resort LLC share a driveway off of CR 771. A small portion of this driveway is located on the Stallards' property, and a small portion is on the north-south alley in Block 12 that is requested to be vacated. The Stallard property is already subject to a private driveway easement for the benefit of the Sportsmans Resort LLC parcel. The easement is recorded at Reception No. 569013. A copy of the easement is attached as Exhibit E.

C.R.S. § 43-2-302(1)(f) states "a board of county commissioners may provide that title to the vacated roadway shall vest, subject to a public-access easement or private-access easement to benefit designated properties, in the owner of the land abutting the vacated

roadway..." The Stallards propose that any portion of the driveway located in the alley that becomes owned by the Stallards by virtue of the requested vacation shall be subject to the same terms and conditions as the easement attached as Exhibit E. (Note, even without this easement, Sportsmans Resort would still have access to County Road 771 at the other end of the u-drive on its property.

The Brown and Crowder properties are adjacent to, and have existing access directly off of, County Road 76. The Dolezal property has existing access directly off of County Road 771, and is also adjacent to County Road 76 if another access point was necessary. Therefore, no other easement across the streets and alleys to be vacated are necessary.

C.R.S. 43-2-303(3) provides "rights-of-way or easements may be reserved for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar lines and appurtenances."

Exhibit A shows that there is one set of powerlines that cross over the Stallard property and one of the alleys. There is also an irrigation ditch that crosses over the Stallard property and one of the alleys. There is no evidence of any other use of any of the streets or alleys by any of the neighbors. There is no evidence of a recorded easement encumbering the Stallards' property for any utilities. The Stallards would be willing to take title to the vacated streets and alleys subject to an easement for the existing powerline and existing irrigation ditch. The remaining encroachments on the alleys belong to the Stallards, and were placed there by the Stallards' predecessors in the mistaken belief that the streets and alleys had already been vacated.

2. Consistency with any comprehensive plan adopted by Gunnison County.

Based on a review of the Assessor map and the real property records, the vast majority of the streets and alleys within Ohio City have already been vacated. In particular, it appears that the streets and alleys internal to all of the adjacent properties have already been vacated.

The Stallards are willing to cluster the existing lots into two consolidated parcels, each larger than 1 acre in size, consistent with historical County practice. The resulting parcels will be very similar in size to the existing adjacent parcels. The parcels are described in the cluster application submitted concurrently to Gunnison County Community Development.

3. Vacation shall not restrict access to any parcel so that access is unreasonably difficult or costly.

As discussed above, vacation will not restrict access to any other parcel. With the exception of the small part of the Sportmans Resort driveway that touches the alley, none of the vacated streets and alleys are used to provide access to other parcels.

4. Not disruptive to existing travel modes.

As discussed above, vacation will not restrict access to any other parcel. With the exception of the small part of the Sportmans Resort driveway that touches the alley, none of the vacated streets and alleys are used to provide access to other parcels.

5. Changed conditions in traffic or development patterns.

Vacation will not change traffic patterns. With the exception of the small part of the Sportmans Resort driveway that touches the alley, none of the vacated streets and alleys are used to provide access to other parcels.

6. Anticipated conditions in traffic or development patterns.

The Stallard parcels have access via existing driveways from County Roads 771 and 76. Traffic patterns will be the same with or without vacation.

7. No adverse impact to natural environment.

The vacation will not have an adverse impact on the natural environment. The lot clustering that is proposed as a condition on the vacation will reduce development density.

8. Community needs.

There is no community need for the streets and alleys proposed for vacation. Except as mentioned above, they are not used for access to any other property. Most streets and alleys in the community have already been vacated. The subject streets and alleys were assumed by the Stallards' predecessors to have already been vacated.

9. Public health, safety and welfare.

The proposed vacation will have no adverse impact on public health, safety, or welfare.

10. No conflict with other established County roads or public roads under County jurisdiction.

The proposed vacation will not conflict with other established public roads. Existing access to neighboring properties is already via other established public roads.

11 . No increased risk to emergency services personnel.

There is no increased risk to emergency services. Access to the Stallard parcels and neighboring parcels is still possible via adjacent county roads.

12. Benefits outweigh detriments.

The vacation will benefit the Stallards by providing them with two legal parcels that are commensurate with the existing neighboring parcels. The public will benefit by the lot consolidation. There are no perceived detriments.

13. Public benefits.

As discussed above, the Stallards are amenable to clustering the existing legal lots as a condition to vacation.

14. Effect on maintenance of structures deemed necessary by the County.

The Stallards perceive no adverse effect on maintenance of any structures, let alone any structures deemed necessary by the County.

IMPROVEMENT LOCATION CERTIFICATE – REC. No 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
a.k.a. 8621 COUNTY ROAD 76, MAP of OHIO CITY, GUNNISON COUNTY, COLORADO

Exhibit A

LAND DESCRIPTIONS:

~~Per Quitclaim Deed recorded at Reception No. 636652:~~
~~Lots 15 through 20, Block 12, and Lots 1 through 21, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, Excepting therefrom all property set forth in deed recorded in Book 570 at Page 153 of the Gunnison County records, County of Gunnison, State of Colorado.~~

~~Also Known as "PARCEL A" per Warranty Deed recorded at Reception No. 636651:~~
~~A parcel of land being a portion of Lots 5 through 16, inclusive and a portion of Lots 20 and 21 of Block 15 and all of Lots 3, 4, 17, 18 and 19 of said Block 12 and the vacated Alleys adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:~~
~~Beginning at the Southeast corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being the North Right-of-Way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;~~
~~Thence North 10°32'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in Block 15;~~
~~Thence South 78°17'00" East along said Northerly line Lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 3;~~
~~Thence South 11°43'00" West along the Easterly line of said Lot 3, a distance of 100.00 feet;~~
~~Thence South 78°17'00" East a distance of 25.00 feet;~~
~~Thence South 11°43'00" West a distance of 9.91 feet;~~
~~Thence North 85°50'00" West a distance of 4.55 feet;~~
~~Thence South 7°38'51" West a distance of 165.21 feet, more or less, to said North Right-of-Way line of Main Street;~~
~~Thence North 86°30'00" West along said North Right-of-Way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING.~~
~~County of Gunnison, State of Colorado.~~

~~TOGETHER WITH "PARCEL B" per Warranty Deed recorded at Reception No. 636654:~~
~~A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated First Street adjacent to said Lots 16-to-20 and Alley adjacent to said Lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:~~
~~Beginning at the Southeast corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being North Right-of-Way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15, said point being the TRUE POINT OF BEGINNING;~~
~~Thence North 10°32'29" East a distance of 119.02 feet to a point on the North line of said Lot 15 in Block 12;~~
~~Thence South 78°17'00" East along said North line a distance of 78.62 feet;~~
~~Thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12;~~
~~Thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;~~
~~Thence South 5°32'00" West along said East line 259.63 feet;~~
~~Thence North 85°50'00" West a distance of 88.72 feet;~~
~~Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;~~
~~Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;~~
~~Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly Right-of-Way line of vacated First Street;~~
~~Thence North 78°17'00" West along said Southerly Right-of-Way way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.~~
~~County of Gunnison, State of Colorado.~~

SURVEY NOTES:

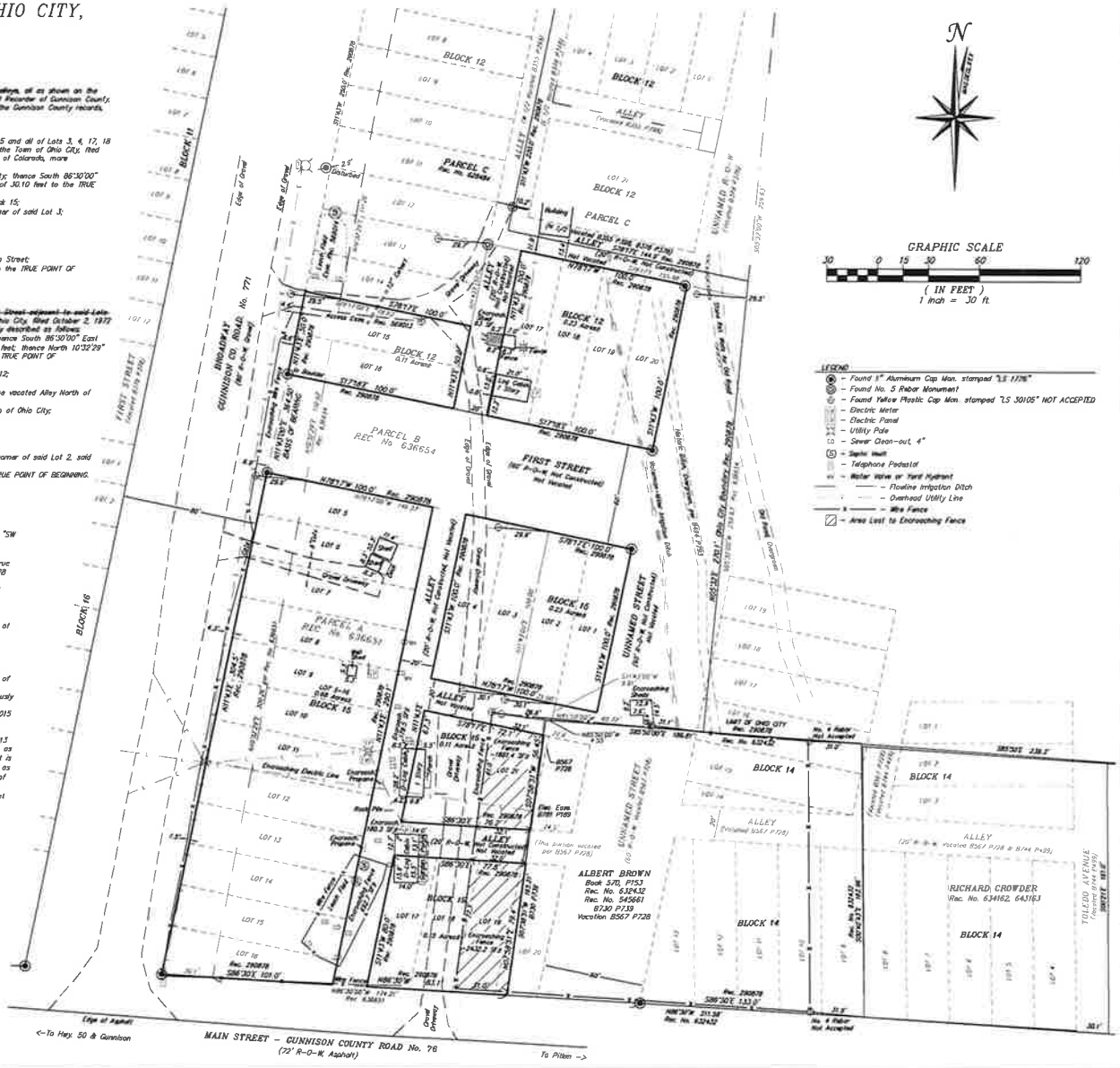
1) Basis of Bearing is based on a record bearing of N11°43'E between an aluminum cap monument stamped "SW BLK15 LS 1776" found at the southwesterly boundary corner of Block 15, and an aluminum cap monument stamped "LS 1776" found at the southwesterly boundary corner Block 12, as shown hereon.
2) The defining boundary monuments set by Robert F. Harrison (LS 1776) in 1958, are represented as the true position of Ohio City boundaries per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878 of the records of Gunnison County.
3) The alleys and an unnamed street, located Blocks 12 and 15 as shown hereon, were not constructed and not vacated by Gunnison County.
4) The Map Deposit #260 in the Gunnison County recorded by Donald Meimane, LS 30105, contains several negligent errors:
a) Meimane's boundaries are erroneously shifted about 31 feet to the west, when compared to the Map of Ohio City recorded at Reception No. 290878.
b) Meimane disregards all original block monuments set by Robert F. Harrison, LS 1776, as shown on Reception No. 290878.
c) Meimane's monuments stamped "LS 30105" were found to be about 30 feet± to the west when compared with his own boundary calls contained within Reception Nos. 636651, 636652, and 636654.
d) Meimane incorrectly states the vacation of streets and alleys in "Parcel A" and the southern portion of Block 12.
e) The adjacent parcel (owned by Albert Brown) to the southeast, described at B570 P153, was erroneously fenced 30 feet ± to the west of its deeded position.
5) The land descriptions cited as "Parcel A" and "Parcel B" in the Warranty Deeds recorded November 19, 2015 at Rec. Nos. 636651, 636652, and 636654 contain erroneous calls when compared with the Map of Ohio City recorded at Rec. No. 290878.
6) The Quit Claim Deed recorded November 19, 2015 at Reception No. 636652 states "TOGETHER WITH Lots 13 through 20, Block 12, and Lots 1 through 20, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878". This statement is in error and should read "Lots 15 and 16, Block 12, Lots 1 through 15, Block 15, the west portion of Lot 20 as defined by B730 P739, Block 15, and a portion of Lot 21 as defined by B730 P739, Block 15, per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878."
7) Portions of utilities and the southern D-log Cabins located in Block 15 encroach into the unvacated street and alleys, as shown hereon. An electric line that serves the Albert Brown parcel in Block 14, is encroaching onto the subject parcel, as shown hereon.
8) Distances are in US survey feet.
9) This Improvement Location Certificate does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.

IMPROVEMENT LOCATION CERTIFICATE:

I hereby certify that this improvement location certificate was prepared for Jerry Stallard, Terry Stallard, and Law of the Rockies LLC, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines.

I further certify that the improvements on the above described parcel on this date, 19 May 2021, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

Stephen L. Jessie — 8 June 2021 — P.L.S. 38048
For and on behalf of All County Survey, Inc.



IMPROVEMENT LOCATION CERTIFICATE – REC. No. 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
MAP of OHIO CITY – REC. No. 290878
LOCATED in TRACT 48, T50N, R3E, N.M.P.M.
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

SCALE: 1" = 30'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 8 June 2021
DRAWN BY: SLJ / AOJ
REVIEWED BY: SLJ

IMPROVEMENT LOCATION CERTIFICATE
STALLARD RESIDENCE
Per QUITCLAIM DEED REC. No. 636652
Per MAP OHIO CITY REC. No. 290878
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

PAGE 1 of 1

IMPROVEMENT LOCATION CERTIFICATE – REC. No 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
a.k.a. 8621 COUNTY ROAD 76, MAP of OHIO CITY, GUNNISON COUNTY, COLORADO

Exhibit A-1

LAND DESCRIPTIONS:

Per Quitclaim Deed recorded at Reception No. 636652:
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A parcel of land being a portion of Lots 5 through 16, inclusive, and a portion of Lots 20 and 21 of Block 15 and all of Lots 3, 4, 17, 18 and 19 of said Block 15 and vacated alleys adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:
Beginning at the Southwest corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 88°30'00" East along the South line of said Lot 16, also being the North Right-of-Way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;
Thence North 10°32'29" East a distance of 350.26 feet to a point on the Northerly line of said Lot 5 in Block 15;
Thence South 78°17'00" East along said Northerly line Lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 5;
Thence South 11°43'00" West along the Easterly line of said Lot 5, a distance of 100.00 feet;
Thence South 78°17'00" East a distance of 25.00 feet;
Thence North 11°43'00" West a distance of 8.91 feet;
Thence North 85°26'00" West a distance of 4.55 feet;
Thence South 7°28'31" West a distance of 165.71 feet, more or less, to said North Right-of-Way line of Main Street;
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County of Gunnison, State of Colorado.

TOGETHER WITH "PARCEL B" per Warranty Deed recorded at Reception No. 636654:
A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated East Street adjacent to said Lots 15-20 and Alley and Streets adjacent to said Lots 1 and 20 of as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:
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Thence North 85°59'00" West a distance of 89.72 feet;
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County of Gunnison, State of Colorado.

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d) Maimone incorrectly states the vacation of streets and alleys in "Parcel A" and the southern portion of Block 12.
e) The adjacent parcel (owned by Albert Brown) to the southeast, described at B570 P153, was erroneously moved 30 feet ± to the west of its deeded position.
5) The land descriptions cited as "Parcel A" and "Parcel B" in the Warranty Deeds recorded November 18, 2015 at Rec. Nos. 636651, 636652, and 636654 contain erroneous calls when compared with the Map of Ohio City recorded at Rec. No. 290878.
6) The Quit Claim Deed recorded November 18, 2015 at Reception No. 636652 states "TOGETHER WITH Lots 15 through 20, Block 12, and Lots 1 through 20, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878". This statement is in error and should read "Lots 15 and 16, Block 12, Lots 1 through 15, Block 15, the west portion of Lot 20 as defined by B730 P238, Block 15, and a portion of Lot 21 as defined by B730 P238, Block 15, per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878."
7) Portions of utilities and the southern 0-log Cabins located in Block 15 encroach into the unvacated street and alleys, as shown hereon. An electric line that serves the Albert Brown parcel in Block 14, is encroaching onto the subject parcel, as shown hereon.
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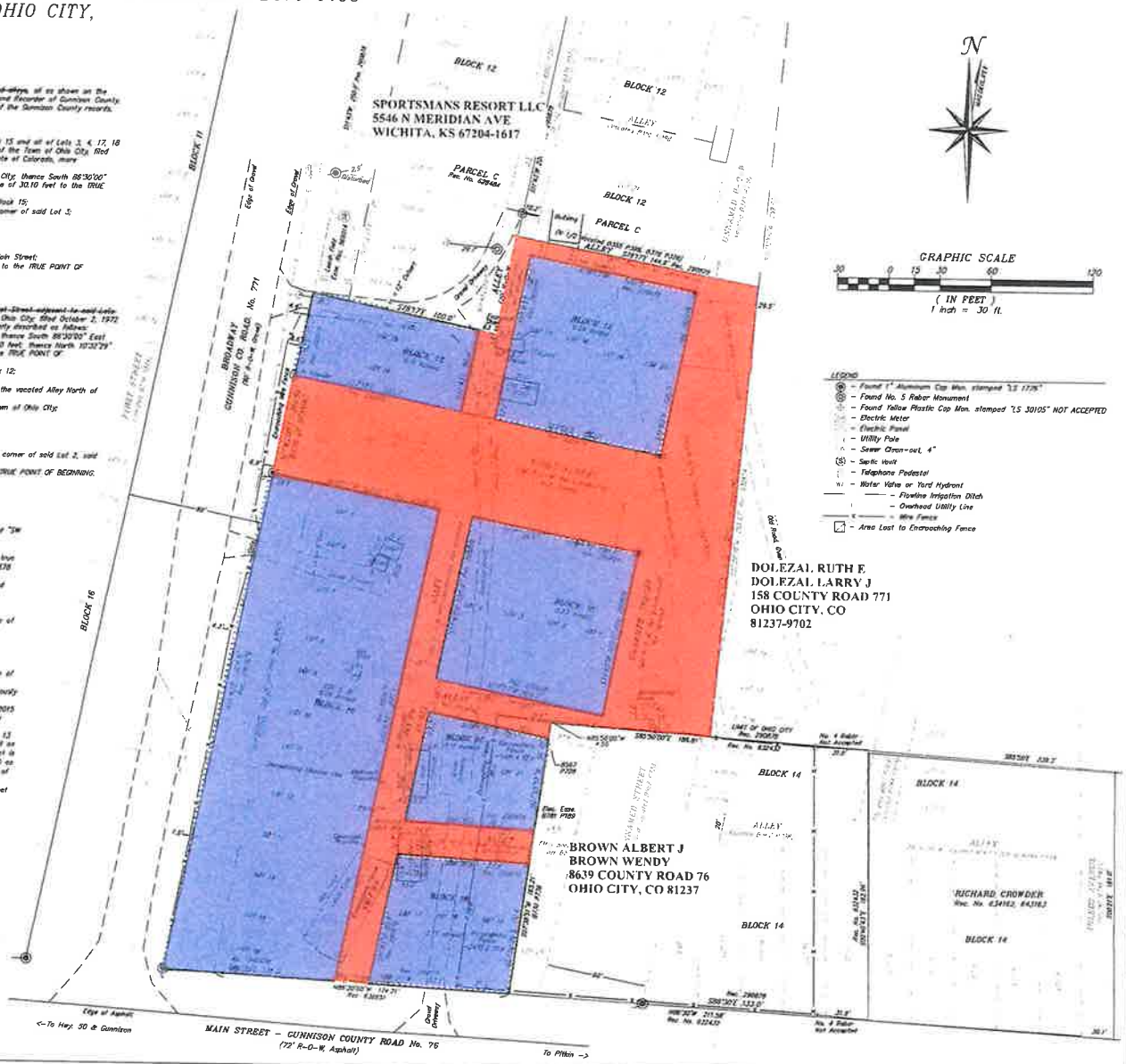
I further certify that the improvements on the above described parcel on this date, 19 May 2021, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

Stephen L. Jessie, PLS 38048
8 June 2021
For and on behalf of All County Survey, Inc.



IMPROVEMENT LOCATION CERTIFICATE – REC. No. 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
MAP of OHIO CITY – REC. No. 290878
LOCATED in TRACT 48, T50N, R3E, N.M.P.M.
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

SCALE: 1" = 30'

DATE: 8 June 2021
DRAWN BY: SLJ / ADJ
REVIEWED BY: SLJ

IMPROVEMENT LOCATION CERTIFICATE
STALLARD RESIDENCE
Per QUITCLAIM DEED REC. No. 636652
Per MAP OHIO CITY REC. No. 290878
a.k.a 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

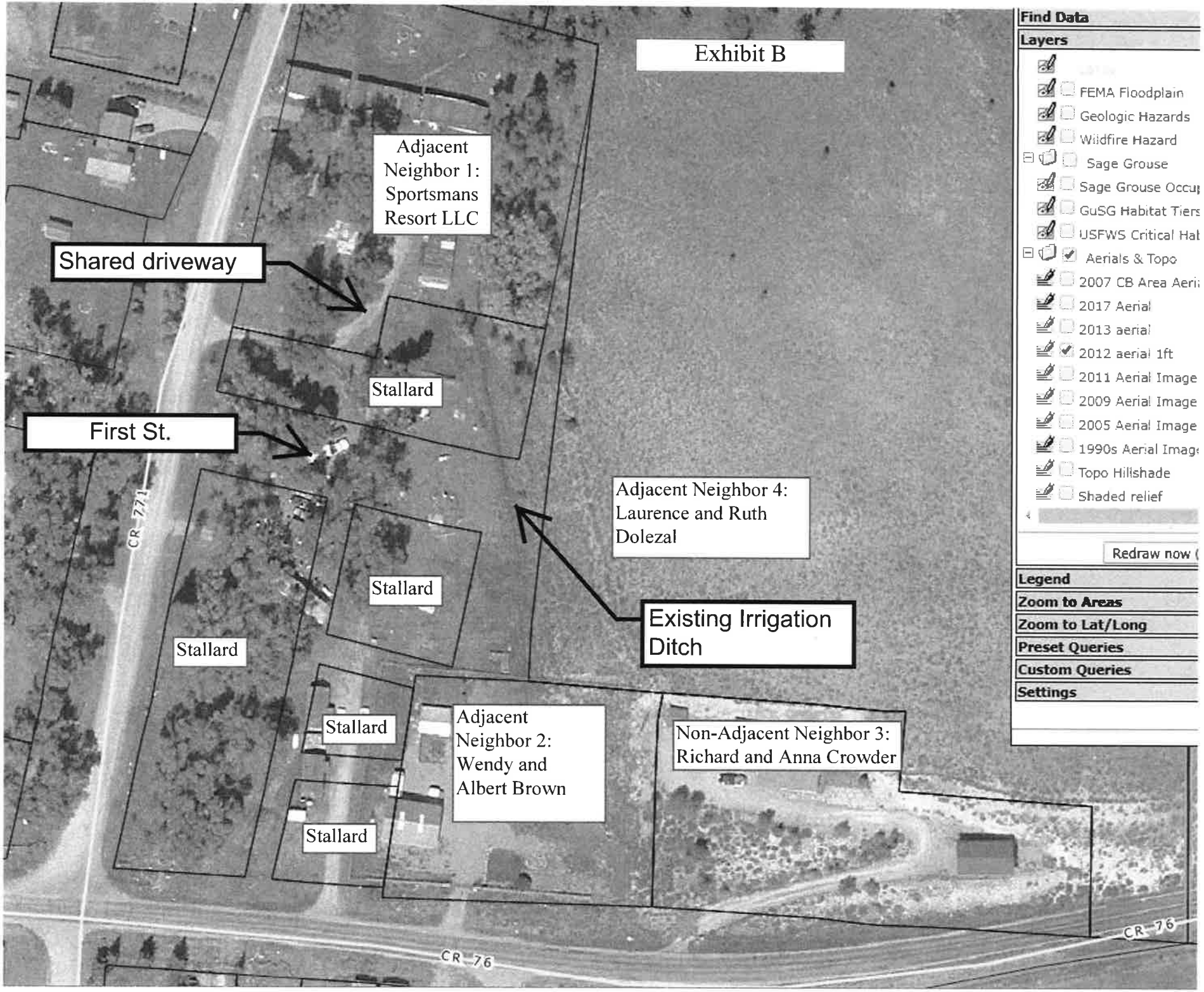


Exhibit B
Adjacent Neighbor 1: Sportsmans Resort LLC
Shared driveway
Stallard
First St.
CR 771
Stallard
Stallard
Adjacent Neighbor 4: Laurence and Ruth Dolezal
Existing Irrigation Ditch
Stallard
Adjacent Neighbor 2: Wendy and Albert Brown
Non-Adjacent Neighbor 3: Richard and Anna Crowder
Stallard
CR 76
CR 76
Find Data
Layers
FEMA Floodplain
Geologic Hazards
Wildfire Hazard
Sage Grouse
Sage Grouse Occu
GuSG Habitat Tiers
USFWS Critical Hat
Aerials & Topo
2007 CB Area Aeri
2017 Aerial
2013 aerial
2012 aerial 1ft
2011 Aerial Image
2009 Aerial Image
2005 Aerial Image
1990s Aerial Imag
Topo Hillshade
Shaded relief
Redraw now
Legend
Zoom to Areas
Zoom to Lat/Long
Preset Queries
Custom Queries
Settings

Payment Receipt Confirmation

Your payment was successfully processed.

Transaction Summary

Receipt Confirmation

Description	Amount
Gunnison County Public Works Transaction	**$500.00**
Service Fee	**$12.02**
TOTAL	**$512.02**

Transaction Detail

The following amounts will be remitted back to the agency.

SKU	Description	Unit Price	Quantity	Amount
1200 002	Miscellaneous - Street Vacation Fee	$500.00	1	$500.00
	Service Fee	$12.02		$12.02
			Total	**$512.02**

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price includes a service fee of $.75 plus 2.25% of the order total for credit card payments or $1 for electronic check payments.

Customer Information

Customer Name	Law of the Rockies	**Receipt Date**	10/7/2021
Local Reference ID	369f4054-2061-497d-b299-674b0161e839	**Receipt Time**	04:32:45 PM MDT

Payment Information

Payment Type	Credit Card	**Credit Card Num...**	******5976

UNITED STATES POSTAL SERVICE.

GUNNISON
200 N WISCONSIN ST
GUNNISON, CO 81230-2626
(800)275-8777

01/31/2022 12:59 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		$0.58
Ohio City, CO 81237			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Thu 02/03/2022			
Certified Mail®			$3.75
Tracking #:			
70201810000128289324			
Return Receipt			$3.05
Tracking #:			
9590 9402 6907 1104 0587 79			
Total			$7.38
First-Class Mail® Letter	1		$0.58
Ohio City, CO 81237			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Thu 02/03/2022			
Certified Mail®			$3.75
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Wichita, KS 67204			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
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Credit Card Remitted			$29.52
Card Name: VISA			
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Approval #: 031584			
Transaction #: 251			
AID: A0000000031010			Chip
AL: VISA CREDIT			

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230

NOTICE OF PUBLIC HEARING REGARDING PETITION TO VACATE CERTAIN STREETS & ALLEYS IN THE TOWNSITE OF OHIO CITY, COLORADO

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Jerry Stallard and Terry Smith-Stallard to vacate portions of certain streets and alleys in the Townsite of Ohio City, Colorado. The portions of the streets and alleys that the petitioners seeks to have vacated are described as follows:

> Those portions of First Street and alleys adjacent to Lots 15 – 20, Block 12 and Lots 1-19 and 21, Block 15; and that portion of the unnamed street on the east side adjacent to northern alley above Lots 17-20, Block 12 and Lot 20, Block 12, and First Street, and Lot 1, Block 15, and the alley south of Lots 1-4, Block 15, Town of Ohio City, County of Gunnison, State of Colorado.

The public hearing will be held on **February 15, 2022, at 9:00 a.m. in the Commissioners Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado.** The public is invited to attend and participate.

/s/ Marlene Crosby
Public Works Director

Gunnison Country Times: Publish as a Legal Notice for the weeks of 1/31/22 and 2/7/22.

IMPROVEMENT LOCATION CERTIFICATE – REC. No 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
a.k.a. 8621 COUNTY ROAD 76, MAP of OHIO CITY,
GUNNISON COUNTY, COLORADO

Exhibit A-1

LAND DESCRIPTIONS:

Per Quitclaim Deed recorded at Reception No. 636652:
Lots 15 through 20, Block 12, and Lots 1 through 21, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado. Excepting therefrom all property set forth in deed recorded in Book 570 at Page 153 of the Gunnison County records, County of Gunnison, State of Colorado.

Also Known as "PARCEL A" per Warranty Deed recorded at Reception No. 636651:
A parcel of land being a portion of Lots 5 through 16, inclusive and a portion of Lots 20 and 21 of Block 15 and all of Lots 3, 4, 17, 18 and 19 of said Block 15 and the vacated Alleys adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:
Beginning at the Southeast corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City, thence South 86°30'00" East along the South line of said Lot 16, also being the North Right-of-Way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;
Thence North 10°33'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in Block 15;
Thence South 78°17'00" East along said Northerly line Lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 5;
Thence South 11°43'00" West along the Easterly line of said Lot 5, a distance of 100.00 feet;
Thence South 78°17'00" East a distance of 25.00 feet;
Thence South 11°43'00" West a distance of 9.91 feet;
Thence North 85°50'00" West a distance of 4.55 feet;
Thence South 7°28'51" West a distance of 165.21 feet, more or less, to said North Right-of-Way line of Main Street;
Thence North 86°30'00" West along said North Right-of-Way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING;
County of Gunnison, State of Colorado.

TOGETHER WITH "PARCEL B" per Warranty Deed recorded at Reception No. 636654:
A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated First Street adjacent to said Lots 15-to-20 and Alleys and Streets adjacent to said Lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:
Beginning at the Southeast corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City, thence South 86°30'00" East along the South line of said Lot 16, also being North Right-of-Way line of Main Street, a distance of 30.10 feet; thence North 10°33'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15, said point being the TRUE POINT OF BEGINNING;
Thence North 10°33'29" East a distance of 110.00 feet to a point on the North line of said Lot 15 in Block 12;
Thence South 78°17'00" East along said North line a distance of 78.82 feet;
Thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12;
Thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;
Thence South 5°32'00" West along said East line 259.63 feet;
Thence North 85°30'00" West a distance of 89.72 feet;
Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;
Thence North 78°17'00" West a distance of 25.00 feet to the Southeast corner of said Lot 2 in Block 15;
Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northeast corner of said Lot 2, said corner also lying in the Southerly Right-of-Way line of vacated First Street;
Thence North 78°17'00" West along said Southerly Right-of-Way way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING;
County of Gunnison, State of Colorado.

SURVEY NOTES:

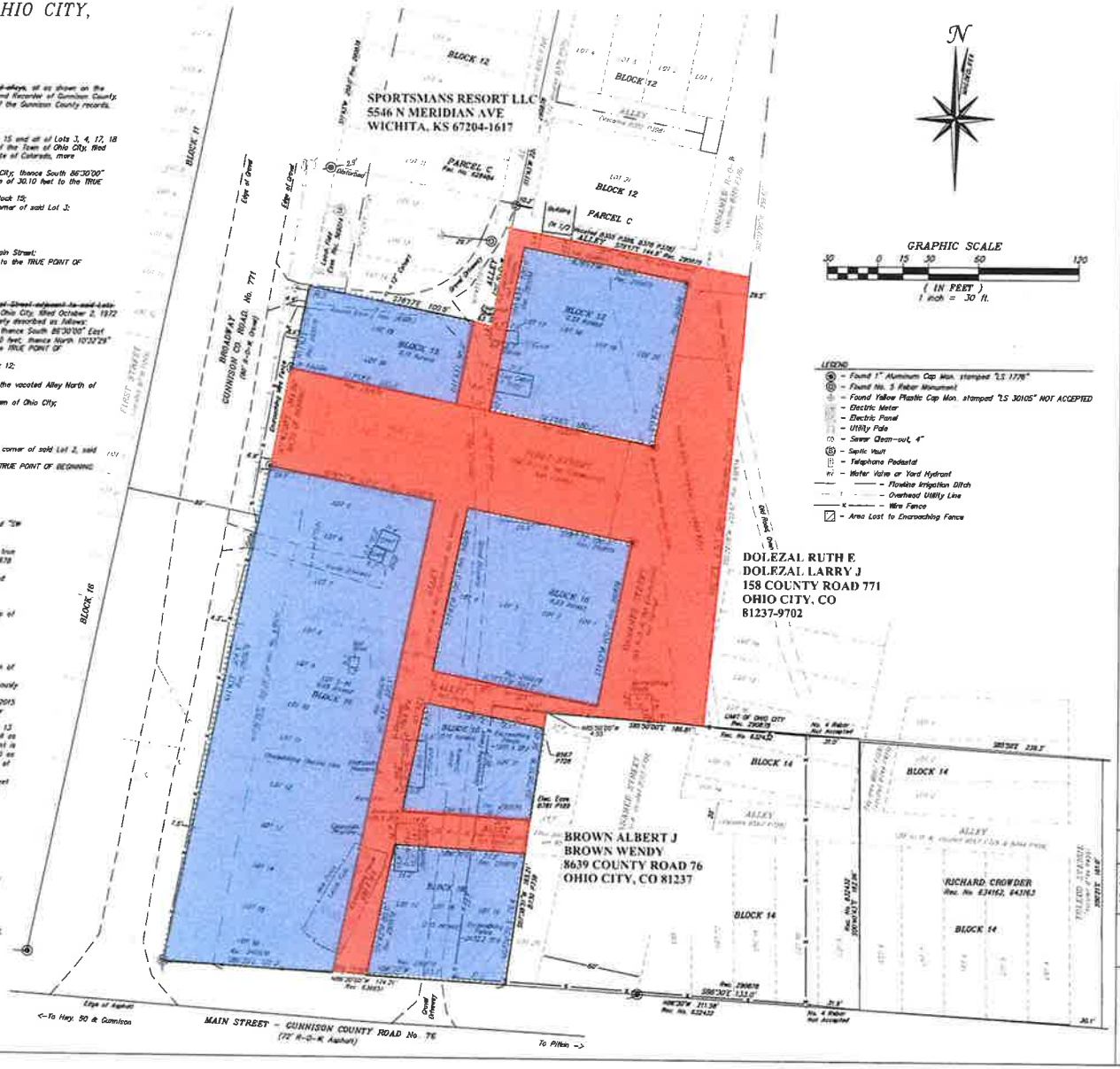
1) Basis of Bearing is based on a record bearing of N11°43'E between an aluminum cap monument stamped "Elk Mtn LS 17776" found at the southwesterly boundary corner of Block 15, and an aluminum cap monument stamped "LS 17776" found at the southwesterly boundary corner Block 12, as shown hereon.
2) The enclosing boundary monuments set by Robert F. Harrison (LS 17776) in 1958, are represented as the true position of Ohio City boundaries per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878 of the records of Gunnison County.
3) The alleys and an unnamed street, located Blocks 12 and 15 as shown hereon, were not constructed and not vacated by Gunnison County.
4) The Map Deposit #260 in the Gunnison County recorded by Donald Maimone, LS 30105, contains several negligent errors:
a) Maimone's boundaries are erroneously shifted about 31 feet to the west, when compared to the Map of Ohio City recorded at Reception No. 290878.
b) Maimone disregards all original block monuments set by Robert F. Harrison, LS 17776, as shown on Reception No. 290878.
c) Maimone's monuments stamped "LS 30105" were found to be about 30 feet± to the west when compared with his own boundary calls contained within Reception Nos. 636651, 636652, and 636654.
d) Maimone incorrectly states the vacation of streets and alleys in "Parcel A" and the southern portion of Block 12.
e) The adjacent parcel (owned by Albert Brown) to the southeast, described at B570 P153, was erroneously fenced 30 feet ± to the west of its deeded position.
5) The land descriptions cited as "Parcel A" and "Parcel B" in the Warranty Deeds recorded November 19, 2015 at Rec. Nos. 636651, 636652, and 636654 contain erroneous calls when compared with the Map of Ohio City recorded at Rec. No. 290878.
6) The Quit Claim Deed recorded November 19, 2015 at Reception No. 636652 states "TOGETHER WITH Lots 13 through 20, Block 12, and Lots 1 through 20, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878". This statement is in error and should read "Lots 15 and 16, Block 12, Lots 1 through 19, Block 15, the west portion of Lot 20 as defined by B1130 P128, Block 15, and a portion of Lot 21 as defined by B1130 P139, Block 15, per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878."
7) Portions of utilities and the southern D-log Cabins located in Block 15 encroach into the unvacated street and alleys, as shown hereon. An electric line that serves the Albert Brown parcel in Block 14, is encroaching onto the subject parcel, as shown hereon.
8) Distances are in US survey feet.
9) This Improvement Location Certificate does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.

IMPROVEMENT LOCATION CERTIFICATE

I hereby certify that this improvement location certificate was prepared for Jerry Stallard, Terry Stallard, and Law of the Rockies LLC, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines.

I further certify that the improvements on the above described parcel on this date, 19 May 2021, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

Stephen L. Jessop — P.L.S. 38048
8 June 2021
For and on behalf of All County Survey, Inc.



ALL COUNTY SURVEY
430 Rio Third Gunnison, CO 81230
970-349-7300 www.allcountysurvey.com

IMPROVEMENT LOCATION CERTIFICATE – REC. No. 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
MAP of OHIO CITY – REC. No. 290878
LOCATED in TRACT 48, T50N, R3E, N.M.P.M.
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

SCALE: 1" = 30'

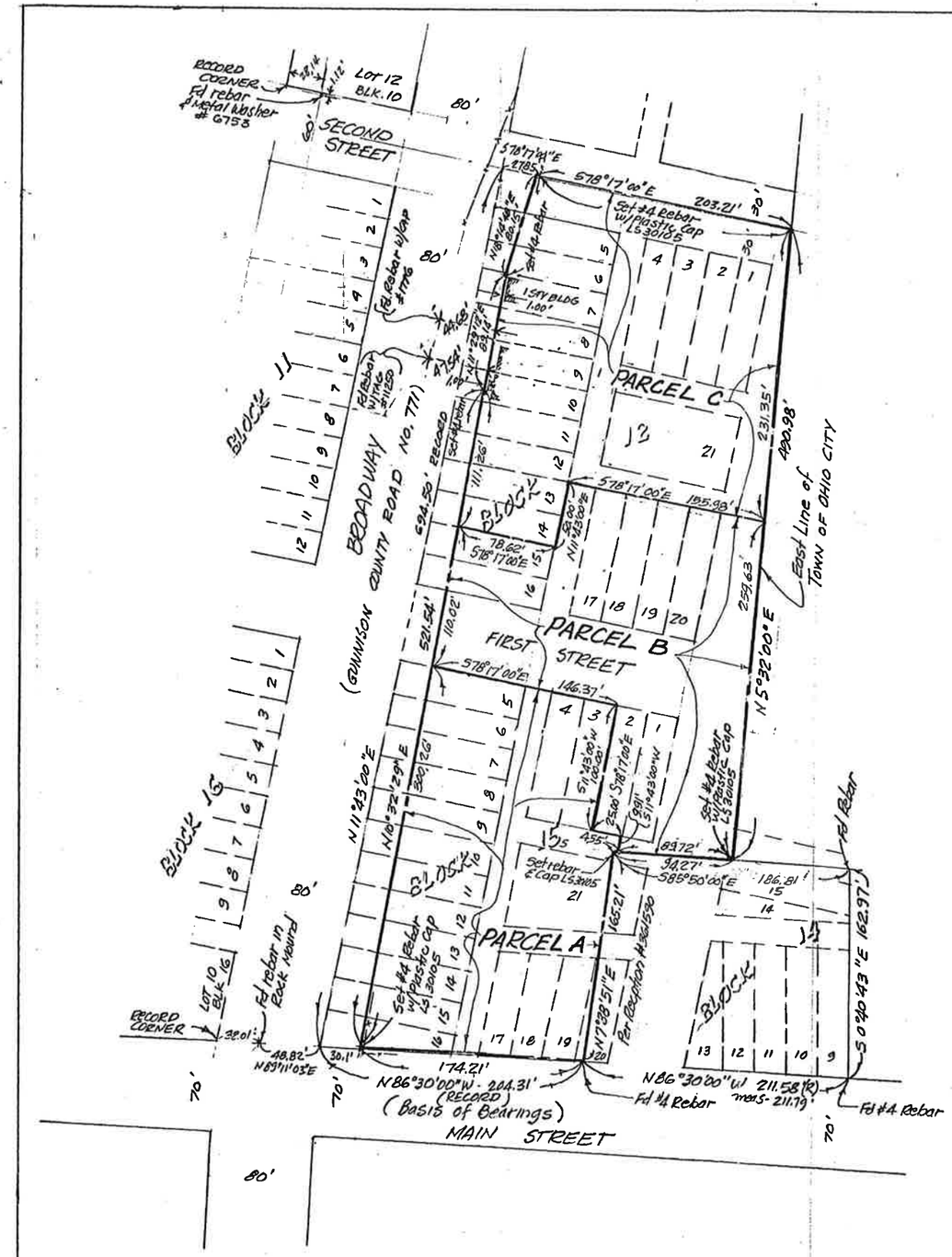
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 8 June 2021
DRAWN BY: SLJ / ADJ
REVIEWED BY: SLJ

IMPROVEMENT LOCATION CERTIFICATE
STALLARD RESIDENCE
Per QUITCLAIM DEED REC. No. 636652
Per MAP OHIO CITY REC. No. 290878
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

394

Exhibit D



SURVEY MAP of

A Parcel of Land being a portion of Lots 5 thru 6, and all of Lots 1 thru 4 and 17 thru 21 of Block 12, and a portion of Lots 5 thru 16, 20 and 21 and all of Lots 1 thru 4 and 17 thru 19 of Block 15, together with adjacent streets and alleys as shown on the Plat of the TOWN OF OHIO CITY, filed on October 2, 1972 as Reception No. 290878, in the office of the Clerk and Recorder of Gunnison County, Gunnison, Colorado, all being a part of the Southeast quarter of Section 23 and the Northeast quarter of Section 26, Township 50 North, Range 3 East, NMPM.

For
LARRY and RUTH DOLEZAL
P.O. Box 26, OHIO CITY, COLORADO 81237

NOTE:
1. Parcel A = 1.06 Acres
2. Parcel B = 1.06 Acres
3. Parcel C = 1.27 Acres
4. Basis of Bearings = The North Line of Main St. (N86°30'00"W)
5. The East Line of Broadway (Gunnison County Road No. 771 was established per existing fence lines at the request of the owners. (Larry and Ruth Dolezal)

SURVEYORS CERTIFICATE:

I, Don M. Maimone, Professional Land Surveyor, Licensed to practice in the State of Colorado, do hereby certify that the survey shown hereon was prepared under my supervision and is true and accurate to the best of my knowledge.

Date: October 4, 2002

Don M. Maimone
Don M. Maimone
Colorado PLS No. 30105

Scale: 1" = 60'

0 25 50 100 150

COLORADO REGISTERED DON M. MAIMONE 30105 PROFESSIONAL LAND SURVEYOR 10/4/02

RECORDERS CERTIFICATE

This Survey was filed for record in the office of the County Clerk and Recorder of Gunnison County at 3:45 PM, on the 9th day of October, 2002 as Reception No.

Joanne M. Reitinger
Gunnison County Clerk and Recorder
by Donna R. Braxton
Deputy

SEAL GUNNISON COUNTY COLORADO

Note: Sections 23 & 26, T50N, R3E, NMPM

Melanie Bollig

From: Marlene Crosby
Sent: Monday, February 14, 2022 6:27 AM
To: Jonathan Houck; Roland Mason; Elizabeth K. Smith
Cc: Matthew Birnie; Melanie Bollig
Subject: FW: Question about a certified letter sent to me from you
Attachments: Certified letter sent to me by Gunnison County Public Works.jpg; Map created by Stallard and Attorney dated 08 June 2021.jpg; Statement on map by Stallard and attorney that the map is not a survey or improvement plat.jpg; Pearson Survey Plat of 8647 County Road 76 dated 15 June 2015.jpg; Pearson Survey Plat of 8647 County Road 76 dated 16 Febuary 2007.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,
Information that came last night regarding the Stallard street vacation request.
Thank you,
Marlene

From: Rick Crowder <ricknlee@hotmail.com>
Sent: Sunday, February 13, 2022 11:50 PM
To: Marlene Crosby <MCrosby@gunnisoncounty.org>
Subject: Question about a certified letter sent to me from you

[EXTERNAL SENDER - USE CAUTION]

Good morning Marlene,

I received a certified letter from you (attached file "Certified letter sent to me by Gunnison County Public Works.jpg") about a public hearing tomorrow (Tuesday February 15th) in reference to vacating streets and alleys of a property that is adjacent to my neighbor's property. Per the legend of the map that was included in the letter (please see the improvement location certificate dated 08 June 2021 - attached files labeled "Map created by Stallard and Attorney dated 08 June 2021.jpg" and "Statement on map by Stallard and attorney that the map is not a survey or improvement plat.jpg") it states "I hereby certify that this improvement location certificate was prepared by Jerry Stallard, Terry Stallard, and Law of the Rockies LLC, that it is not a land survey plot or improvement survey plot, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines". My concern is that the map drawn by Mr. Stallard, Terry Stallard, and their attorney appear to show my established property boundaries per a survey map dated February 16th 2007 (attached file named "Pearson Survey Plat of 8647 County Road 76 dated 16 February 2007.jpg") and attached survey plat (attached file labeled "Pearson Survey Plat of 8647 County Road 76 dated 15 June 2015.jpg) as "N0. 4 Rebar not accepted". According to this map created by Mr. Stallard and his attorney his map appears to show that my property line is 31.9 feet to the east of the established property line and that my neighbor's property is 31.? (the decimal footage is not legible on the map you sent) to the east of his established fence line.

While I do not fault Mr. Stallard for requesting reclamation of the alleys and streets which are not used, I have great concern about the possibility of my neighbor losing 31 feet of his property and the potential of the loss of 32 feet of my property on my west side (and part of our shed) to my neighbor. Wouldn't the statute of limitations preclude this from happening and that the existing established property lines would remain in place?

I tried to catch you last Friday morning but the gentleman at the desk let me know that you were working from home. He gave me your card and suggested that I email you. Would it be possible to briefly meet with you today (Monday the 14th) to discuss this before the hearing to put my mind at ease.

Very respectfully,

Rick (Richard Crowder)
(575) 915-5375

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230

NOTICE OF PUBLIC HEARING

REGARDING PETITION TO VACATE CERTAIN STREETS & ALLEYS

IN THE TOWNSITE OF OHIO CITY, COLORADO

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Jerry Stallard and Terry Smith-Stallard to vacate portions of certain streets and alleys in the Townsite of Ohio City, Colorado. The portions of the streets and alleys that the petitioners seeks to have vacated are described as follows:

> Those portions of First Street and alleys adjacent to Lots 15 – 20, Block 12 and Lots 1-19 and 21, Block 15; and that portion of the unnamed street on the east side adjacent to northern alley above Lots 17-20, Block 12 and Lot 20, Block 12, and First Street, and Lot 1, Block 15, and the alley south of Lots 1-4, Block 15, Town of Ohio City, County of Gunnison, State of Colorado.

The public hearing will be held on **February 15, 2022, at 9:00 a.m. in the Commissioners Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado.** The public is invited to attend and participate.

/s/ Marlene Crosby
Public Works Director

Gunnison Country Times: Publish as a Legal Notice for the weeks of 1/31/22 and 2/7/22.

...along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;
Thence North 3°32'00" West along said East line 259.63 feet;
Thence North 85°50'00" West a distance of 89.72 feet;
Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;
Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;
Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly Right-of-Way line of vacated First Street;
Thence North 78°17'00" West along said Southerly Right-of-Way way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.
County of Gunnison, State of Colorado.

SURVEY NOTES:

1) Basis of Bearing is based on a record bearing of N11°43'E between an aluminum cap monument stamped "SW BLK15 LS 1776" found at the southwesterly boundary corner of Block 15, and an aluminum cap monument stamped "LS 1776" found at the southwesterly boundary corner Block 12, as shown hereon.
2) The defining boundary monuments set by Robert F. Harrison (LS 1776) in 1958, are represented as the true position of Ohio City bounderies per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878 of the records of Gunnison County.
3) The alleys and an unnamed street, located Blocks 12 and 15 as shown hereon, were not constructed and not vacated by Gunnison County.
4) The Map Deposit #260 in the Gunnison County recorded by Donald Maimone, LS 30105, contains several negligent errors:
   a) Maimone's bounderies are erroneously shifted about 31 feet to the west, when compared to the Map of Ohio City recorded at Reception No. 290878.
   b) Maimone disregards all original block monuments set by Robert F. Harrison, LS 1776, as shown on Reception No. 290878.
   c) Maimone's monuments stamped "LS 30105" were found to be about 30 feet± to the west when compared with his own boundary calls contained within Reception Nos. 636651, 636652, and 636654.
   d) Maimone incorrectly states the vacation of streets and alleys in "Parcel A" and the southern portion of Block 12.
   e) The adjacent parcel (owned by Albert Brown) to the southeast, described at B570 P153, was erroneously fenced 30 feet ± to the west of its deeded position.
5) The land descriptions cited as "Parcel A" and "Parcel B" in the Warranty Deeds recorded November 19, 2015 at Rec. Nos. 636651, 636652, and 636654 contain erroneous calls when compared with the Map of Ohio City recorded at Rec. No. 290878.
6) The Quit Claim Deed recorded November 19, 2015 at Reception No. 636652 states "TOGETHER WITH Lots 13 through 20, Block 12, and Lots 1 through 20, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878". This statement is in error and should read "Lots 15 and 16, Block 12, Lots 1 through 19, Block 15, the west portion of Lot 20 as defined by B730 P739, Block 15, and a portion of Lot 21 as defined by B730 P739, Block 15, per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878."
7) Portions of utilities and the southern D-log Cabins located in Block 15 encroach into the unvacated street and alleys, as shown hereon. An electric line that serves the Albert Brown parcel in Block 14, is encroaching onto the subject parcel, as shown hereon.
8) Distances are in US survey feet.
9) This Improvement Location Certificate does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.

IMPROVEMENT LOCATION CERTIFICATE

I hereby certify that this improvement location certificate was prepared for Jerry Stallard, Terry Stallard, and Law of the Rockies LLC, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines.

I further certify that the improvements on the above described parcel on this date, 19 May 2021, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

COLORADO LICENSED
STEPHEN LAWRENCE JESSOE
38048
PROFESSIONAL LAND SURVEYOR

8 June 2021
P.L.S. 38048

Stephen L. Jessoe
For and on behalf of All County Survey, Inc.

BLOCK 16

IMPROVEMENT LOCATION CERTIFICATE – REC. No 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
a.k.a. 8621 COUNTY ROAD 76, MAP of OHIO CITY, GUNNISON COUNTY, COLORADO

Exhibit A-1

LAND DESCRIPTIONS:

Per Quitclaim Deed recorded at Reception No. 636652:
Lots 15 through 20, Block 12, and Lots 1 through 21, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, Excepting therefrom all property set forth in deed recorded in Book 570 at Page 153 of the Gunnison County records, County of Gunnison, State of Colorado.

Also Known as "PARCEL A" per Warranty Deed recorded at Reception No. 636651:
A parcel of land being a portion of Lots 3 through 18, inclusive and a portion of Lots 20 and 21 of Block 15 and all of Lots 3, 4, 17, 18 and 19 of said Block 15 and the vacated Alleys adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:
Beginning at the Southeast corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being the North Right-of-Way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;
thence North 10°32'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in Block 15;
thence South 78°17'00" East along said Northerly line Lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 3;
thence South 11°43'00" West along the Easterly line of said Lot 3, a distance of 100.00 feet;
thence South 78°17'00" East a distance of 25.00 feet;
thence South 11°43'00" West a distance of 9.91 feet;
thence North 89°50'00" West a distance of 4.55 feet;
thence South 7°38'31" West a distance of 165.21 feet, more or less, to said North Right-of-Way line of Main Street;
thence North 86°30'00" West along said North Right-of-Way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING;
County of Gunnison, State of Colorado.

TOGETHER WITH "PARCEL B" per Warranty Deed recorded at Reception No. 636654:
A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated First Street adjacent to said Lots 15 to 20 and Alleys and Streets adjacent to said Lots 1 and 20 of as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:
Beginning at the Southeast corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being North Right-of-Way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15, said point being the TRUE POINT OF BEGINNING;
thence North 10°32'29" East a distance of 116.02 feet to a point on the North line of said Lot 15 in Block 12;
thence South 78°17'00" East along said North line a distance of 78.62 feet;
thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12;
thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;
thence South 5°32'00" West along said East line 258.83 feet;
thence North 85°50'00" West a distance of 88.72 feet;
thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;
thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;
thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly Right-of-Way line of vacated First Street;
thence North 78°17'00" West along said Southerly Right-of-Way way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.
County of Gunnison, State of Colorado.

SURVEY NOTES:
1) Basis of Bearing is based on a record bearing of N11°43'E between an aluminum cap monument stamped "SW BLK15 LS 1776" found at the southwesterly boundary corner of Block 15, and an aluminum cap monument stamped "LS 1776" found at the southwesterly boundary corner Block 12, as shown hereon.
2) The defining boundary monuments set by Robert F. Harrison (LS 1776) in 1958, are represented as the true position of Ohio City boundaries per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878 of the records of Gunnison County.
3) The alleys and an unnamed street, located Blocks 12 and 15 as shown hereon, were not constructed and not vacated by Gunnison County.
4) The Map Deposit #280 in the Gunnison County recorded by Donald Maimone, LS 30105, contains several negligent errors:
a) Maimone's boundaries are erroneously shifted about 31 feet to the west, when compared to the Map of Ohio City recorded at Reception No. 290878.
b) Maimone disregards all original block monuments set by Robert F. Harrison, LS 1776, as shown on Reception No. 290878.
c) Maimone's monuments stamped "LS 30105" were found to be about 30 feets to the west when compared with his own boundary calls contained within Reception Nos. 636651, 636652, and 636654.
d) Maimone incorrectly states the vacation of streets and alleys in "Parcel A" and the southern portion of Block 15.
e) The adjacent parcel (owned by Albert Brown) to the southeast, described at B570 P153, was erroneously fenced 30 feet ± to the west of its deeded position.
5) The land descriptions cited as "Parcel A" and "Parcel B" in the Warranty Deeds recorded November 19, 2015 at Rec. Nos. 636651, 636653, and 636654 contain erroneous calls when compared with the Map of Ohio City recorded at Rec. No. 290878.
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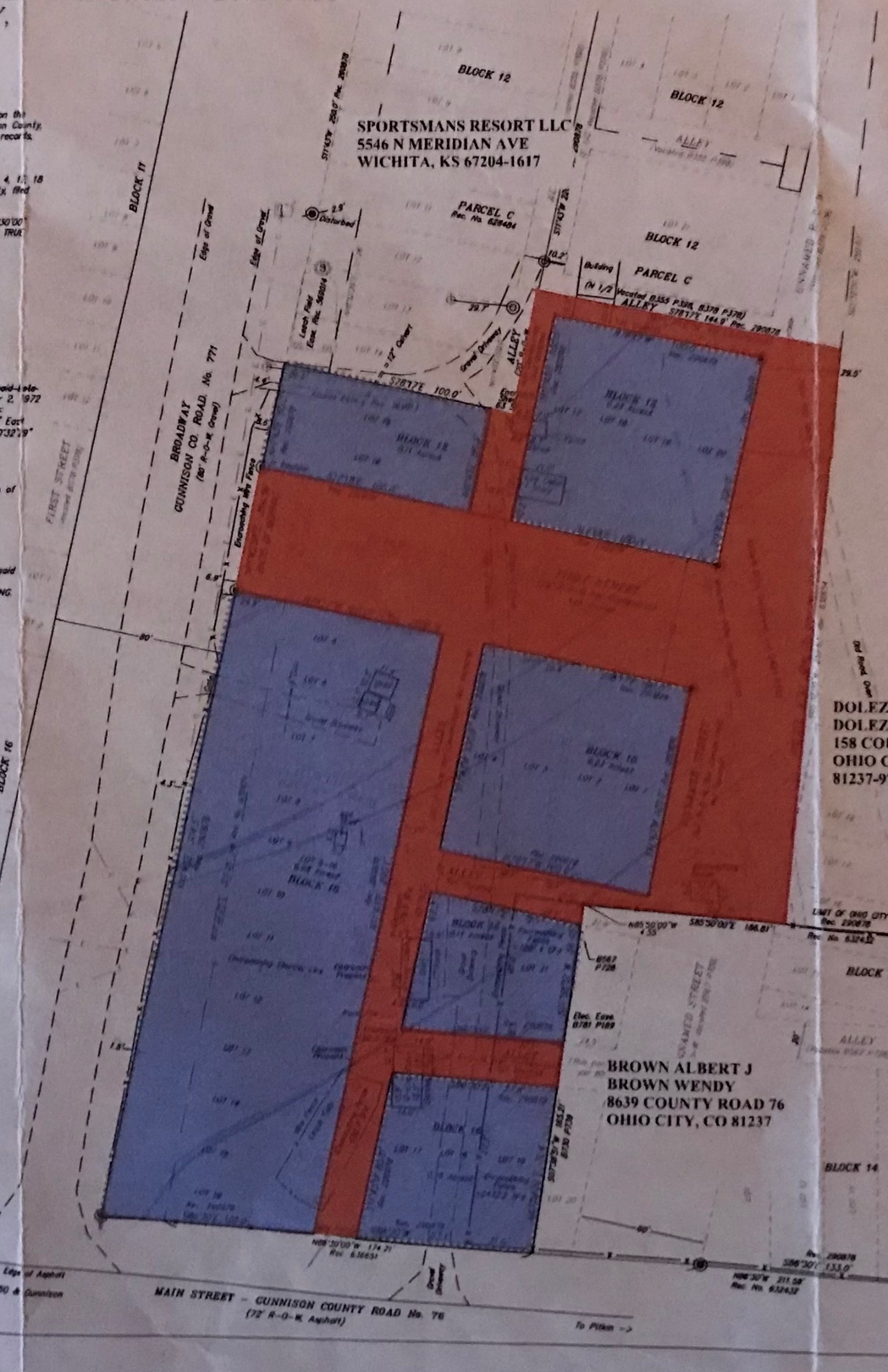
7) Portions of utilities and the southern D-log Cabins located in Block 15 encroach into the unvacated street and alleys, as shown hereon. An electric line that serves the Albert Brown parcel in Block 14, is encroaching onto the subject parcel, as shown hereon.
8) Distances are in US survey feet.
9) This Improvement Location Certificate does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.

IMPROVEMENT LOCATION CERTIFICATE
I hereby certify that this improvement location certificate was prepared for Jerry Stallard, Terry Stallard, and Law of the Rockies LLC, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines.

I further certify that the improvements on the above described parcel on this date, 19 May 2021, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

Stephen L. Jessop — 8 June 2021
P.L.S. 38048
For and on behalf of All County Surveys, Inc.



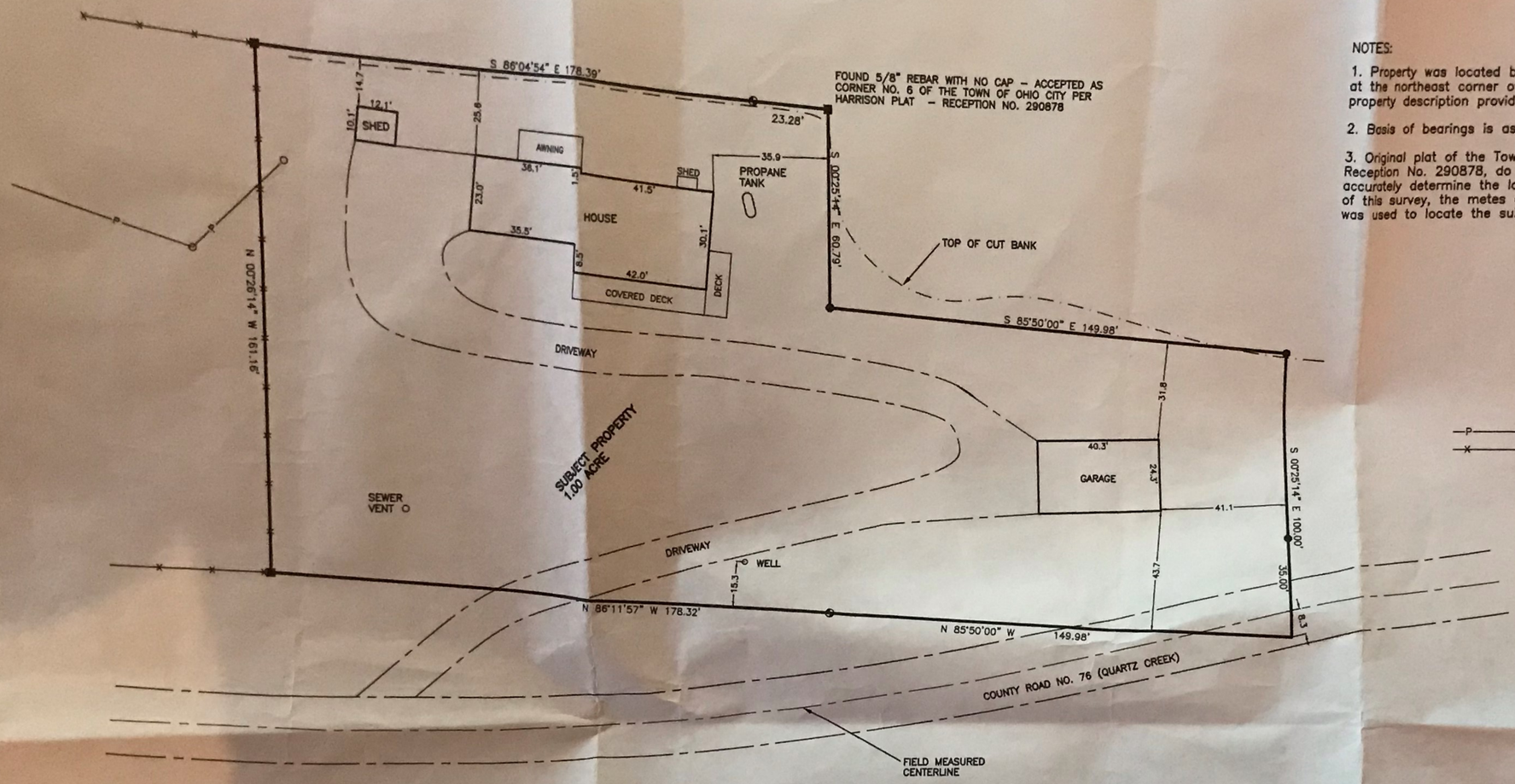
LEGEND
- Found 3" Aluminum Cap Mon. stamped "LS 1776"
- Found No. 5 Rebar Monument
- Found Yellow Plastic Cap Mon. stamped "LS 30105" NOT ACCEPTED
- Electric Meter
- Electric Panel
- Utility Pole
- Sewer Clean-out, 4"
- Septic Vault
- Telephone Pedestal
- Water Valve or Yard Hydrant
- Flowline Irrigation Ditch
- Overhead Utility Line
- Wire Fence
- Area Lost to Encroaching Fence

IMPROVEMENT LOCATION CERTIFICATE – REC. No. 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
MAP of OHIO CITY – REC. No. 290878
LOCATED in TRACT 48, T50N, R3E, N.M.P.M.
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

SCALE: 1" = 30'

DATE: 8 June 2021
DRAWN BY: SLJ / ADJ
REVIEWED BY: SLJ

IMPROVEMENT LOCATION CERTIFICATE
STALLARD RESIDENCE
Per QUITCLAIM DEED REC. No. 636652
Per MAP OHIO CITY REC. No. 290878
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO



NOTES:

1. Property was located by field measurements from found USGLO brass cap at the northeast corner of Tract 49, using the bearings and distances on property description provided relative to said monument.

2. Basis of bearings is astronomic north as determined by solar observations.

3. Original plat of the Town of Ohio City, and recorded plat of Ohio City bearing Reception No. 290878, do not show sufficient dimensional information to accurately determine the location of Lots within Blocks 13 and 14. For purposes of this survey, the metes and bounds description provided and displayed hereon was used to locate the subject property.

LEGEND

- ■ Rebar with no cap
- ⊗ Rebar with aluminum cap stamped "LS 1776"
- ● Rebar with plastic cap stamped "LS 34979"
- —P—P— Overhead utility lines
- —x—x— Fence

30 0 30 60

Scale: 1" = 30'

PROPERTY DESCRIPTION

Township 50 North, Range 3 East, N.M.P.M.

Section 26: A parcel of land located in the NW1/4NE1/4 of said Section 26, according to the U. S. Government Independent Resurvey of 1934, said parcel also being within Tract 48 as identified on said Independent Resurvey, said parcel also being partially within the Town of Ohio City as displayed on a recorded plat bearing Reception No. 290878 at the Gunnison County Clerk and Recorder's Office, said parcel being more particularly described as follows:

Commencing at the GLO brass cap monument marking the northeast corner of Tract 49 according to said Independent Resurvey; thence South 45°01'48" East 1264.79 feet to the Point of Beginning, which point is the southeast corner of the Schmidt property as described in Book 682 at page 102 of the records of said office; thence the following courses around the property herein described:

1. North 0°26'14" West 161.16 feet to the northeast corner of said Schmidt property;
2. South 86°04'54" East 178.39 feet to Corner No. 6 of the Town of Ohio City as shown on said plat;
3. South 0°25'14" East 60.79 feet along the line between corners Nos. 6 and 7 of said Town;
4. South 85°50' East 149.98 feet;
5. South 0°25'14" East 100.00 feet;
6. North 85°50' West 149.98 feet to a point on the north boundary of Main Street as shown on said plat;
7. North 86°11'57" West 178.31 feet to the Point of Beginning,

Said Parcel is also known as Lots 2 through 8, both inclusive, Block 14 and Lots 3 through 8, both inclusive, Block 13 of said Town of Ohio City along with intervening streets and alleys. Bearings used herein are based on Geodetic North as determined by solar observations,

N

SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this survey and plat were made under my direction and control, and that both are true and correct to the best of my knowledge. I further certify that this plat accurately depicts the location of the existing improvements located within the boundaries of the subject parcel, that there are no visible encroachments upon the subject parcel by the improvements of any adjoining parcel, except as shown, that there is no apparent evidence of any easement crossing or burdening the subject parcel, except as shown, and that monuments have been set or found as shown.

Date: 6-15-15

Timothy E. Pearson
Colorado L. S. No. 34979

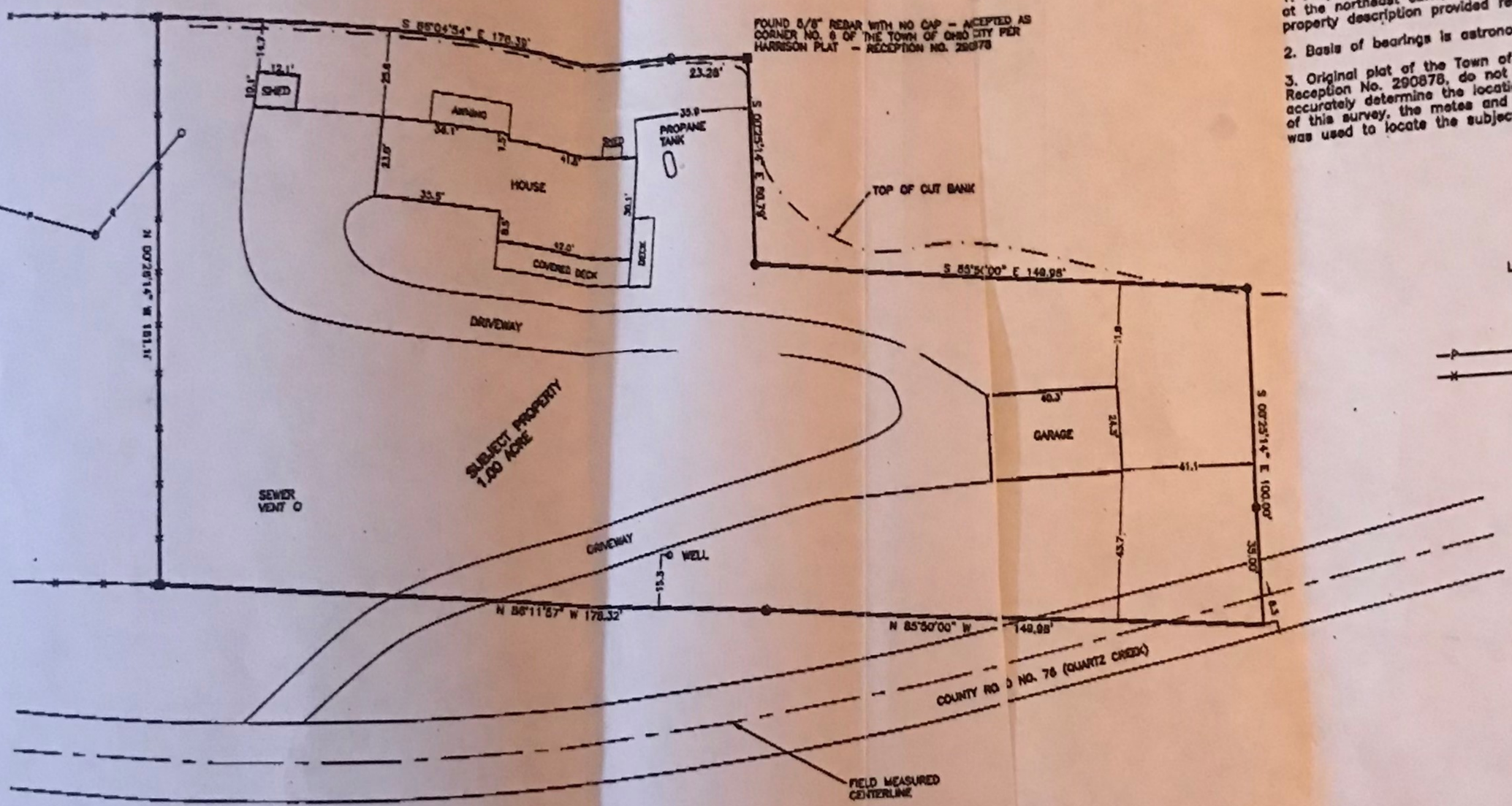
COLORADO REGISTERED TIMOTHY E. PEARSON 34979 PROFESSIONAL LAND SURVEYOR

IMPROVEMENT SURVEY PAT
TRACT WITHIN NW1/4NE1/4 OF SECTION 26,
TOWNSHIP 50 NORTH, RANGE 3 EAST, N.M.P.M.
GUNNISON COUNTY, COLORADO

PEARSON SURVEYING
GUNNISON, CO
(970) 641-2910

PREPARATION DATE: 6/15/15
LATEST REVISION DATE:
JOB # 15-2-21

SHEET 1 OF 1



NOTES:

1. Property was located by field measurements from found at the northeast corner of Tract 49, using the bearings and property description provided relative to said monument.

2. Basis of bearings is astronomic north as determined by

3. Original plat of the Town of Ohio City, and recorded plat Reception No. 290878, do not show sufficient dimensional in accurately determine the location of Lots within Blocks 13 a of this survey, the metes and bounds description provided a was used to locate the subject property.

LEGEND

- Found rebar with no cap
- Found rebar with aluminur
- Set rebar with plastic cap
- Overhead utility lines
- Fence

30 0

Scale: 1" =

PROPERTY DESCRIPTION

Township 50 North, Range 3 East, N.M.P.M.

Section 26: A parcel of land located in the NW1/4NE1/4 of said Section 26, according to the U. S. Government Independent Resurvey of 1934, said parcel also being within Tract 49 as identified on said Independent Resurvey, said parcel also being partially within the Town of Ohio City as displayed on a recorded plat bearing Reception No. 290878 at the Gunnison County Clerk and Recorder's Office, said parcel being more particularly described as follows:

Commencing at the GLO brass cap monument marking the northeast corner of Tract 49 according to said Independent Resurvey; thence South 45°01'48" East 1264.79 feet to the Point of Beginning, which point is the southeast corner of the Schmidt property as described in Book 682 at page 102 of the records of said office; thence the following courses around the property herein described:

1. North 0°26'14" West 161.16 feet to the northeast corner of said Schmidt property;
2. South 88°04'54" East 178.39 feet to Corner No. 6 of the Town of Ohio City as shown on said plat;
3. South 0°25'14" East 60.79 feet along the line between corners Nos. 6 and 7 of said Town;
4. South 85°50' East 149.98 feet;
5. South 0°25'14" East 100.00 feet;
6. North 85°50' West 149.98 feet to a point on the north boundary of Main Street as shown on said plat;
7. North 88°11'57" West 178.31 feet to the Point of Beginning.

Said Parcel is also known as Lots 2 through 8, both inclusive, Block 14 and Lots 3 through 8, both inclusive, Block 13 of said Town of Ohio City along with intervening streets and alleys. Bearings used herein are based on Geodetic North as determined by solar observations.

SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the S certify that this survey and plat were made under my dir and that both are true and correct to the best of my kn certify that this plat accurately depicts the location of th located within the boundaries of the subject parcel, that encroachments upon the subject parcel by the improvem parcel, except as shown, that there is no apparent evidar crossing or burdening the subject parcel, except as show have been set or found as shown.

Date: 2-16-07

Timothy E. P
Colorado L.

N

SURVEY PLAT - PROPOS
WITHIN NW1/4NE1/4
TOWNSHIP 50 NORTH, RAI
GUNNISON COUNT

PEARSON SURVEYING
GUNNISON, CO
(970) 641-2910

PR
LA
JOE

Kendall K. Burgemeister

From: Albert Brown <ajb09@aol.com>
Sent: Saturday, January 29, 2022 5:21 PM
To: Kendall K. Burgemeister
Subject: Stallard Lot Vacating

We have no objections to the vacating of all streets and alleys on the Stallard's property In Ohio City,Colorado Gunnison County,Albert & Wendy Brown

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Two Lot Clusters in Ohio City; Agreement and Decla

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Stallard two lot clusters in Ohio City

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:

Although application legally sufficient, within Board's discretion to determine whether to grant under LUR sec. 5-103(a)(2): "COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area."

Reveiwed by: Discharge Date: 1/25/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/28/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 2/15/2022

Revised April 2015

Date: January 20, 2022

RE: Lot Cluster Application
Jerry Stallard
LUC-21-00056

Parcel A – Lots 3-21. Block 15- together with the vacated streets & alley adjacent, less and except the property described in the deed recorded in Book 570 at Page 153.

Parcel B- Lots 1 & 2 of Block 15 & Lots 15-20 of Block 12- together with the vacated streets I alleys. Less & except the street & alleys included in Parcel A, and the west half of the alley lying east of Lots 12 to 14 of Block 12.

The applicants, Jerry and Terry Stallard, have applied for 2 lot clusters. They are in conjunction with a street and alley vacation request/public hearing.

There will be two resultant parcels.

Parcel A will be combining 18 lots which total 1.04 acres. The alleys requested total .22 acres. When combined Parcel A will be 1.26 acres in size.

Parcel B will be combining 7 lots which total .48 acres. The vacation of 1st street will total .59 acres. When combined Parcel B will be 1.07 acres in size.

The total land being requested/vacated is .22 and .59 acre, for a total of .81 acre.

The vacation of 1st St. could block access to the adjacent lots, and vacation of the alley on Parcel A could block access as well.

- The applicant has stated there are no liens on the properties
- The utility companies have agreed to the clusters
- The taxes are current

The County Attorney's office has reviewed the application and have found it legally sufficient, for the BOCC review.

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-21-00066
Click on file

Attachments
View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

Gunnison County
COLORADO

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Jerry A. Stallard **(Owner)**

Terry L. Smith-Stallard **(Owner)**

_____ **(Owner)**

_____ **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

This Lot Cluster Agreement clusters the Stallard property into two separate parcels, described as Parcel A and Parcel B on the attached Exhibit 1.

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations.*

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration.*

Date: 10-7-2021 — Jerry A Stallard — **Owner**

Date: 10-7-2021 — Terry L. Smith-Stallard — **Owner**

Date: _____ — _____ — **Owner**

Date: _____ — _____ — **Mortgage or Lien Holder**

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 7th day of October 2021 by Jerry A Stallard and Terry L. Smith-Stallard **(Owner/s).**

Witness my hand and official seal.

My Commission expires: Jan. 23, 2022

Notary Public

MORGAN SCHAEFER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20184003986
My Commission Expires January 23, 2022

Address:

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____	_____	_____
Jonathan Houck	Roland Mason	Elizabeth Smith
Chairperson	Vice-Chairperson	Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

Lot Cluster Agreement and Declaration Exhibit 1

Parcel A

Lots 3-21, Block 15, as shown on the Plat of the Town of Ohio City, recorded October 2, 1972, at Reception No. 290878, in the real property records of Gunnison County, Colorado;

Together with the vacated streets and alleys adjacent thereto as shown on said Plat lying south of a straight line extending from the northwest corner of Lot 5 of said Block 15 to the northeast corner of Lot 1 of said Block 15, and west of the western boundary of the property described in the deed recorded in Book 570 at Page 153 and an extension of such western boundary to a point of intersection with the south line of Lot 2 of said Block 15;

Less and except the property described in the deed recorded in Book 570 at Page 153;

Gunnison County, Colorado.

Parcel B

Lots 1 and 2 of Block 15, and Lots 15-20 of Block 12, as shown on the Plat of the Town of Ohio City, recorded October 2, 1972, at Reception No. 290878, in the real property records of Gunnison County, Colorado;

Together with the vacated streets and alleys adjacent thereto as shown on said Plat lying east of Broadway (County Road 771), west of the eastern boundary of the Town of Ohio City, north of the property described in the deed recorded in Book 570 at Page 153, and south of the original centerline of the alley located between Lot 21 of Block 12 and Lots 17 to 20 of Block 12, extended;

Less and except the streets and alleys included in Parcel A, above, and the west half of the alley lying east of Lots 12 to 14 of Block 12;

Gunnison County, Colorado.

IMPROVEMENT LOCATION CERTIFICATE – REC. No 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
a.k.a. 8621 COUNTY ROAD 76, MAP of OHIO CITY,
GUNNISON COUNTY, COLORADO

Exhibit A-1

LAND DESCRIPTIONS:

~~Per Quitclaim Deed recorded at Reception No. 636652:~~
~~Lots 15 through 20, Block 12, and Lots 1 through 21, Block 15, together with adjacent vacated streets and alleys,~~ all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado. Excepting therefrom all property set forth in deed recorded in Book 570 at Page 153 of the Gunnison County records, County of Gunnison, State of Colorado.

~~Also Known as "PARCEL A" per Warranty Deed recorded at Reception No. 636651:~~
A parcel of land being a portion of Lots 5 through 16, inclusive and a portion of Lots 20 and 21 all Block 15 and all of Lots 3, 4, 17, 18 and 19 of said Block 15 ~~and the vacated alleys adjacent to the aforesaid lots,~~ all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:
Beginning at the Southwest corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being the North Right-of-Way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;
Thence North 10°32'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in Block 15;
Thence South 78°17'00" East along said Northerly line Lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 5;
Thence South 11°43'00" West along the Easterly line of said Lot 5, a distance of 100.00 feet;
Thence South 78°17'00" East a distance of 25.00 feet;
Thence South 11°43'00" West a distance of 9.91 feet;
Thence North 85°50'00" West a distance of 4.55 feet;
Thence South 7°38'31" West a distance of 165.21 feet, more or less, to said North Right-of-Way line of Main Street;
Thence North 86°30'00" West along said North Right-of-Way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING;
County of Gunnison, State of Colorado.

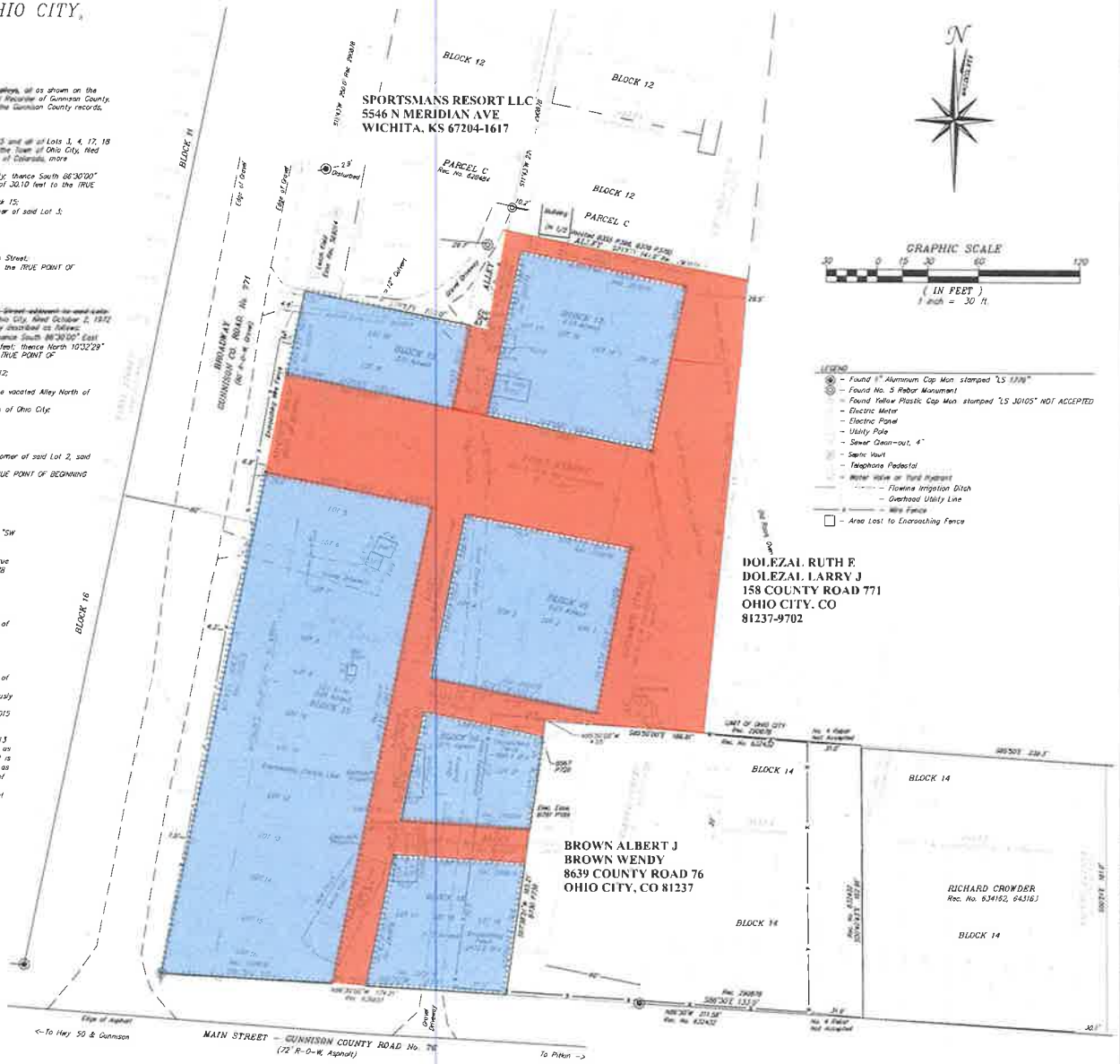
~~TOGETHER WITH "PARCEL B" per Warranty Deed recorded at Reception No. 636654:~~
A Parcel of Land being Lots 1 and 2 in Block 13 and Lots 15 to 20, inclusive, in Block 12 ~~and vacated First Street adjacent to said Lots 15 to 20 and Alleys and Streets adjacent to said Lots 1 and 20~~ all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:
Beginning at the Southwest corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being North Right-of-Way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15, said point being the TRUE POINT OF BEGINNING;
Thence North 10°32'29" East a distance of 110.02 feet to a point on the North line of said Lot 15 in Block 12;
Thence South 78°17'00" East along said North line a distance of 78.62 feet;
Thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12;
Thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;
Thence South 5°12'00" West along said East line 259.61 feet;
Thence North 85°50'00" West a distance of 89.72 feet;
Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;
Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;
Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly Right-of-Way line of vacated First Street;
Thence North 78°17'00" West along said Southerly Right-of-Way way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING
County of Gunnison, State of Colorado.

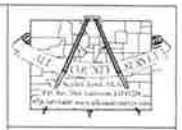
SURVEY NOTES:
1) Basis of Bearing is based on a record bearing of N11°43'E between an aluminum cap monument stamped "SW BLK15 LS 1776" found at the southwesterly boundary corner of Block 15, and an aluminum cap monument stamped "LS 1776" found at the southwesterly boundary corner Block 12, as shown hereon.
2) The following boundary monuments set by Robert F. Harrison (LS 1776) in 1958, are represented as the true position of Ohio City boundaries per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878 of the records of Gunnison County.
3) The alleys and an unnamed street, located Blocks 12 and 15 as shown hereon, were not constructed and not vacated by Gunnison County.
4) The Map Deposit #280 in the Gunnison County recorded by Donald Maimone, LS 30105, contains several negligent errors:
a) Maimone's boundaries are erroneously shifted about 3' feet to the west, when compared to the Map of Ohio City recorded at Reception No. 290878.
b) Maimone disregards all original block monuments set by Robert F. Harrison, LS 1776, as shown on Reception No. 290878.
c) Maimone's monuments stamped "LS 30105" were found to be about 30 feet± to the west when compared with his own boundary calls contained within Reception Nos. 636651, 636652, and 636654.
d) Maimone incorrectly states the vacation of streets and alleys in "Parcel A" and the southern portion of Block 12.
e) The adjacent parcel (owned by Albert Brown) to the southeast, described at B570 P153, was erroneously fenced 30 feet ± to the west of its deeded position.
5) The land descriptions cited as "Parcel A" and "Parcel B" in the Warranty Deeds recorded November 19, 2015 at Rec. Nos. 636651, 636652, and 636654 contain erroneous calls when compared with the Map of Ohio City recorded at Rec. No. 290878.
6) The Quit Claim Deed recorded November 19, 2015 at Reception No. 636652 states "TOGETHER WITH Lots 13 through 20, Block 12, and Lots 1 through 20, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878". This statement is in error and should read "Lots 15 and 16, Block 12; Lots 1 through 19, Block 15, the west portion of Lot 20 as defined by B730 P739, Block 15, and a portion of Lot 21 as defined by B730 P739, Block 15, per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878."
7) Portions of utilities and the southern 0-log Cabins located in Block 15 encroach into the unvacated street and alleys, as shown hereon. An electric line that serves the Albert Brown parcel in Block 14, is encroaching onto the subject parcel, as shown hereon.
8) Distances are in US survey feet.
9) This Improvement Location Certificate does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.

IMPROVEMENT LOCATION CERTIFICATE:
I hereby certify that this improvement location certificate was prepared for Jerry Stallard, Terry Stallard, and Low of the Rockies LLC, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines.

I further certify that the improvements on the above described parcel on this date, 18 May 2021, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

Stephen L. Jessee
For and on behalf of All County Surveys, Inc.
18 June 2021
P.L.S. 38048





IMPROVEMENT LOCATION CERTIFICATE – REC. No. 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
MAP of OHIO CITY – REC. No. 290878
LOCATED in TRACT 48, T50N, R3E, N.M.P.M.
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

SCALE: 1" = 30'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 18 June 2021
DRAWN BY: SLJ / ADJ
REVIEWED BY: SLJ

IMPROVEMENT LOCATION CERTIFICATE
STALLARD RESIDENCE
Per QUITCLAIM DEED REC. No. 636652
Per MAP OHIO CITY REC. No. 290878
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

IMPROVEMENT LOCATION CERTIFICATE – REC. No 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
a.k.a. 8621 COUNTY ROAD 76, MAP of OHIO CITY, CUNNISON COUNTY, COLORADO

Exhibit A

LAND DESCRIPTIONS:

For Quitclaim Deed recorded at Reception No. 636652:
Lots 15 through 20, Block 12, and Lots 1 through 21, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, Excepting therefrom all property set forth in deed recorded in Book 570 at Page 153 of the Gunnison County records, County of Gunnison, State of Colorado

Also Known as "PARCEL A" per Warranty Deed recorded at Reception No. 636651:
A parcel of land being a portion of Lots 5 through 16, inclusive and a portion of Lots 20 and 21 of Block 15 and all of Lots 1, 4, 17, 18 and 19 of said Block 15 and the vacated Alley adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:
Beginning at the Southwest corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being the North Right-of-Way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;
Thence North 10°32'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in Block 15;
Thence South 78°17'00" East along said Northerly line Lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 5;
Thence South 11°43'00" West along the Easterly line of said Lot 5, a distance of 100.00 feet;
Thence South 78°17'00" East a distance of 25.00 feet;
Thence South 11°43'00" West a distance of 9.91 feet;
Thence North 85°50'00" West a distance of 4.55 feet;
Thence South 7°58'51" West a distance of 165.21 feet, more or less, to said North Right-of-Way line of Main Street;
Thence North 86°30'00" West along said North Right-of-Way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING.
County of Gunnison, State of Colorado

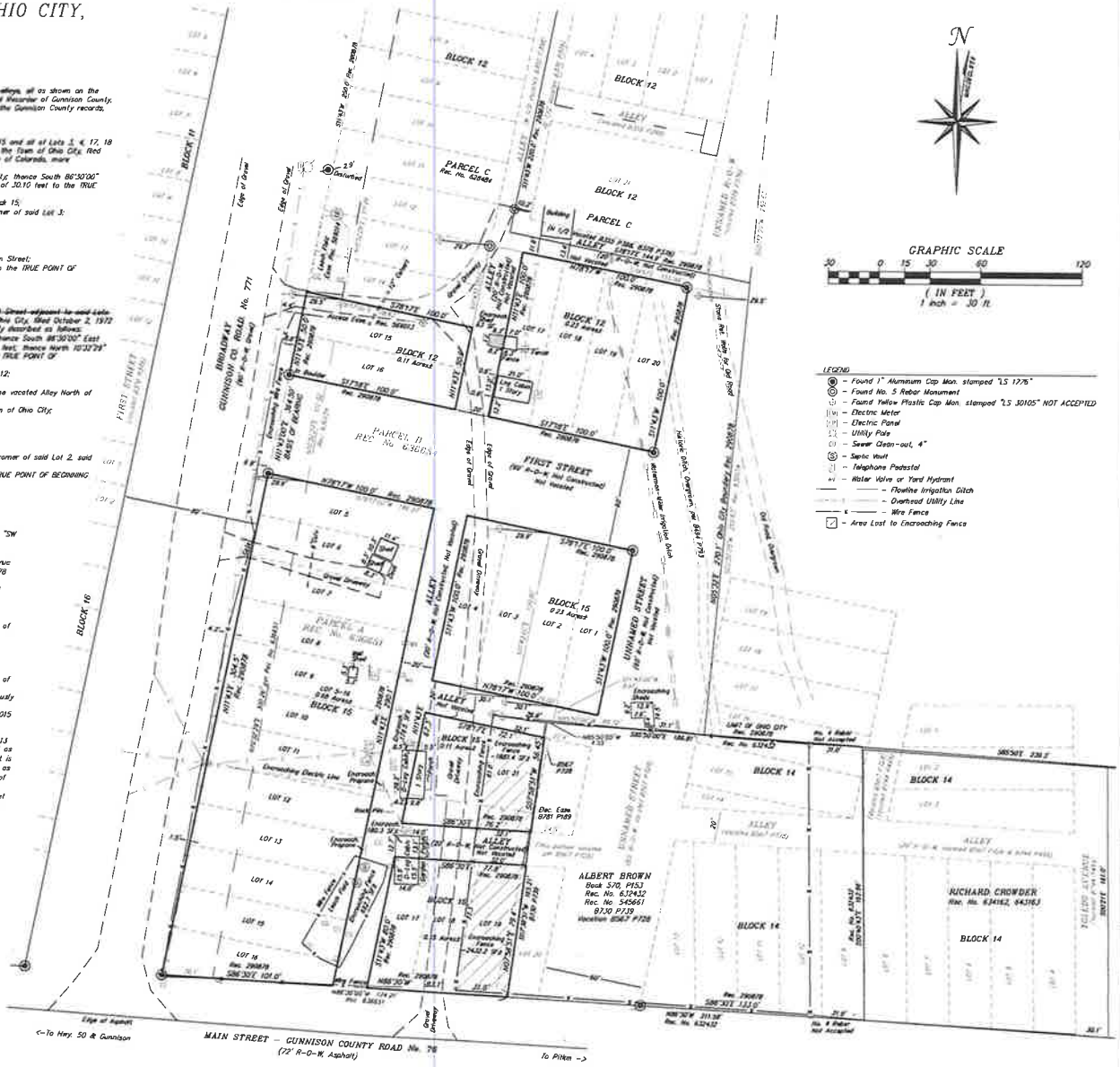
TOGETHER WITH "PARCEL B" per Warranty Deed recorded at Reception No. 636654:
A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated First Street adjacent to said Lots 15-20 and Alleys adjacent to the said Lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:
Beginning at the Southwest corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being North Right-of-Way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15, said point being the TRUE POINT OF BEGINNING;
Thence North 10°32'29" East a distance of 110.02 feet to a point on the North line of said Lot 15 in Block 12;
Thence South 78°17'00" East along said North line a distance of 78.62 feet;
Thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12,
Thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;
Thence South 5°12'00" West along said East line 259.63 feet;
Thence North 85°50'00" West a distance of 89.72 feet;
Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;
Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;
Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly Right-of-Way line of vacated First Street;
Thence North 78°17'00" West along said Southerly Right-of-Way way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.
County of Gunnison, State of Colorado.

SURVEY NOTES:
1) Basis of Bearing is based on a record bearing of N11°43'E between an aluminum cap monument stamped "SW 1/4 1/4 S 15 T 49N R 1E LS 1776" found at the southwesterly boundary corner of Block 15, and an aluminum cap monument stamped "LS 1776" found at the southwesterly boundary corner Block 12, as shown hereon.
2) The defining boundary monuments set by Robert F. Harrison (LS 1776) in 1958, are represented as the true position of Ohio City boundaries per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878 of the records of Gunnison County.
3) The alleys and an unnamed street, located Blocks 12 and 15 as shown hereon, were not constructed and not vacated by Gunnison County.
4) The Map Deposit #250 in the Gunnison County recorded by Donald Maimone, LS 30105, contains several negligent errors:
a) Maimone's boundaries are erroneously shifted about 31 feet to the west, when compared to the Map of Ohio City recorded at Reception No. 290878.
b) Maimone disregards all original block monuments set by Robert F. Harrison, LS 1776, as shown on Reception No. 290878.
c) Maimone's monuments stamped "LS 30105" were found to be about 30 feet± to the west when compared with his own boundary calls contained within Reception Nos. 636651, 636652, and 636654.
d) Maimone incorrectly states the vacation of streets and alleys in "Parcel A" and the southern portion of Block 12.
e) The adjacent parcel (owned by Albert Brown) to the southeast, described at B570 P153, was erroneously fenced 30 feet ± to the west at its deeded position.
5) The land descriptions cited as "Parcel A" and "Parcel B" in the Warranty Deeds recorded November 19, 2015 at Rec. Nos. 636652, 636653, and 636654 contain erroneous calls when compared with the Map of Ohio City recorded at Rec. No. 290878.
6) The Quit Claim Deed recorded November 19, 2015 at Reception No. 636652 states "TOGETHER WITH Lots 13 through 20, Block 12, and Lots 1 through 20, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878". This statement is in error and should read "Lots 15 and 16, Block 12, Lots 1 through 19, Block 15, the west portion of Lot 20 as defined by B730 P739, Block 15, and a portion of Lot 21 as defined by B730 P739, Block 15, per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878."
7) Portions of utilities and the southern U-log Cabins located in Block 15 encroach into the unvacated street and alleys, as shown hereon. An electric line that serves the Albert Brown parcel in Block 14, is encroaching onto the subject parcel, as shown hereon.
8) Distances are in US survey feet.
9) This Improvement Location Certificate does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.

IMPROVEMENT LOCATION CERTIFICATE
I hereby certify that this Improvement location certificate was prepared for Jerry Stallard, Terry Stallard, and Law of the Rockies LLC, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines.

I further certify that the improvements on the above described parcel on this date, 19 May 2021, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

Stephen L. Jessop
P.L.S. 38049
For and on behalf of All County Survey, Inc.
8 June 2021



IMPROVEMENT LOCATION CERTIFICATE – REC. No. 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
MAP of OHIO CITY – REC. No. 290878
LOCATED in TRACT 48, T50N, R3E, N.M.P.M.
a.k.a. 8621 COUNTY ROAD 76
CUNNISON COUNTY, COLORADO

SCALE: 1" = 30'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 8 June 2021
DRAWN BY: SLJ / ADJ
REVIEWED BY: SLJ

IMPROVEMENT LOCATION CERTIFICATE
STALLARD RESIDENCE
Per QUITCLAIM DEED REC. No. 636652
Per MAP OHIO CITY REC. No. 290878
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

PAGE 1 of 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Introduction and Discussion; An Ordinance for the

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

•Introduction and reading of Ordinance No. 18 entitled "AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE COUNTY OF GUNNISON, COLORADO; ADOPTING BY REFERENCE THE 2020 EDITION OF THE "MODEL TRAFFIC CODE"; REPEALING ALL

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:
CAO (Alex) will brief and guide BOCC through ordinance procedure per Colo. Rev. Stat. Ann. § 30-15. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 2/10/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 2/15/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

ORDINANCE NO. 18

TITLE: AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE COUNTY OF GUNNISON, COLORADO; ADOPTING BY REFERENCE THE 2020 EDITION OF THE "MODEL TRAFFIC CODE"; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO:

Section 1. Adoption.

Pursuant to part 4 of article 15 of title 30, C.R.S., there is hereby adopted by reference the 2020 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the County. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Clerk of the County of Gunnison, Colorado, and may be inspected during regular business hours.

Section 2. Deletions.

The 2020 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to this county and are therefore expressly deleted: none.

Section 3. Additions or Modifications.

The said adopted Code is subject to the following additions or modifications:

A. Parking Violations. Pursuant to C.R.S. §§ 42-4-111(1)(a), (c), (v), and (w):

1. No Owner of a motor vehicle shall allow, or fail to prevent, the parking or standing of that motor vehicle on a public road or highway or in a public road or highway right-of-way which road, highway, or right-of-way is marked to indicate that parking is prohibited or restricted. The Owner of a motor vehicle is liable for any such violation, and it shall not be a defense that the Owner was not the person who placed the motor vehicle in the prohibited or restricted area.

2. For purposes of Section 3.A., “Owner” means a person, business, or corporation that holds legal title of a motor vehicle; or, if a motor vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee or if a mortgagor of a vehicle is entitled to possession, then such conditional vendee or lessee or mortgagor shall be deemed the owner for purposes herein.

Section 4. Penalties.

The following penalties, herewith set forth in full, shall apply to this Ordinance:

A. It is unlawful for any person to violate any of the provisions adopted in this Ordinance. The penalty assessment procedure provided by C.R.S. § 16-2-201 may be followed by an arresting officer for any such violation of this Ordinance.

B. Every person convicted of a violation of any provision adopted by this Ordinance commits a traffic infraction pursuant to C.R.S. § 30-15-402(1).

C. Every person convicted of a violation of any provision adopted in this Ordinance shall be punished by a surcharge in accordance with C.R.S. § 42-4-1701(4)(e)(II).

D. Pursuant to C.R.S. § 30-15-402, the county hereby adopts the schedule of fines, penalties, and surcharges set forth in C.R.S. § 42-4-1701 as those fines and penalties correspond to the sections of the Model Traffic Code adopted by this Ordinance for all cases wherein the alleged violator acknowledges guilt or liability, is found guilty by a court of competent jurisdiction, or has judgment entered against him/her. If the penalty for violation of a provision is not otherwise provided in C.R.S § 42-4-1701 or this Ordinance, the penalty for class A and class B traffic infractions shall be fifteen dollars ($15.00), and the surcharge shall be ten dollars ($10.00).

E. Parking violations pursuant to Section 3.A. shall constitute a traffic infraction punishable in accordance with C.R.S. § 30-15-402(1) by a fine of not more than one thousand dollars ($1,000) for each violation. The penalty assessment procedure of C.R.S. § 16-2-201 may be followed by law enforcement officers for violations of this Section, in which case the penalty assessment shall be fifty dollars ($50.00) for the first violation, one hundred fifty dollars ($150.00) for the second violation, and three hundred dollars ($300.00) for each subsequent violation. Each day the motor vehicle remains in violation of this subsection shall constitute a separate and distinct offense for which a separate penalty shall be imposed. Additionally, motor vehicles found to be parked in violation of Section 3.A. shall be subject to vehicle impoundment under C.R.S. § 42-4-1801 *et seq.*, “Vehicles Abandoned on Public Property” of the Model Traffic Code for Colorado. Any vehicles parked in violation of Section 3.A. that are found standing on any

portion of a highway right-of-way in such manner as to constitute an obstruction to traffic, proper highway maintenance, or snowplowing may be immediately moved to eliminate any such obstruction pursuant to C.R.S. § 42-4-1803(2).

F. Unless otherwise provided by law, all fines and penalties, and surcharges thereon, for violations of this Ordinance shall be paid into the treasury of Gunnison County.

G. In addition to the fines, penalties and surcharges otherwise prescribed in this Ordinance, any person convicted of a violation of this Ordinance shall be subject to the statutory surcharges for: the Victims and Witnesses Assistance and Law Enforcement Fund established in the Seventh Judicial District pursuant to C.R.S. § 24-4.2-103; the Colorado Traumatic Brain Injury Trust Fund established pursuant to C.R.S. § 26-1-309; and the Offender Identification Fund established pursuant to C.R.S. § 24-33.5-415.6. These surcharges shall be paid to the clerk of the court by each person convicted of violating this Ordinance. The clerk shall transmit the monies to the respective funds in accordance with C.R.S. § 30-15-402(2).

Section 5. Application.

This Ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this County, the use of which this County has jurisdiction and authority to regulate.

Section 6. Validity.

If any part or parts of this Ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 7. Repeal.

Existing Ordinance No. 8 and Ordinance No. 9 covering the same matters as embraced in this Ordinance are hereby repealed, and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 8. Interpretation.

This Ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of the Ordinance and adopted Model Traffic Code

shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 9. Certification.

The County Clerk shall certify to the passage of this Ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS AFTER A PUBLIC HEARING AND SIGNED THIS _____ DAY OF _____ , 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest:

_____
Deputy County Clerk

MODEL TRAFFIC CODE FOR COLORADO

Originally adopted in 1952. Subsequently revised in 1962,1966, 1970, 1973, 1974, 1977, 1995, 2003, 2009, 2010, and 2020

Colorado Department of Transportation

State of Colorado

REVISED 2020

(Revision 2 : Dated:7/7/2021)

TABLE OF CONTENTS

PART 1
TRAFFIC REGULATION - GENERALLY

101. Short title.
102. Legislative declaration.
103. Scope and effect of C – exceptions to provisions.
104. Adoption of traffic control manual.
105. Local traffic control devices.
106. Who may restrict right to use highways.
107. Obedience to police officers.
108. Public officers to obey provisions - exceptions for emergency vehicles.
109. Low-power scooters, animals, skis, skates, and toy vehicles on highways.
109.5. Low-speed electric vehicles.
109.6. Class B low-speed electric vehicles - effective date - rules.
110. Provisions uniform throughout state.
110.5. Automated vehicle identification systems.
111. Powers of local authorities.
112. Noninterference with the rights of owners of realty.
113. Appropriations for administration of article.
114. Removal of traffic hazards.
115. Information on traffic law enforcement - collection - profiling - annual report - repeal. (Repealed)
116. Restrictions for minor drivers - definitions.
117. Personal mobility devices.

PART 2
EQUIPMENT

201. Obstruction of view or driving mechanism - hazardous situation.
202. Unsafe vehicles - penalty – identification plates.
203. Unsafe vehicles - spot inspections.
204. When lighted lamps are required.
205. Head lamps on motor vehicles.
206. Tail lamps and reflectors.
207. Clearance and identification.
208. Stop lamps and turn signals.
209. Lamp or flag on projecting load.
210. Lamps on parked vehicles.

211. Lamps on farm equipment and other vehicles and equipment.
212. Spot lamps and auxiliary lamps.
213. Audible and visual signals on emergency vehicles.
214. Visual signals on service vehicles.
215. Signal lamps and devices – additional lighting equipment.
215.5. Signal lamps and devices – street rod vehicles and custom motor vehicles.
216. Multiple-beam road lights.
217. Use of multiple-beam lights.
218. Single-beam road-lighting equipment.
219. Number of lamps permitted.
220. Low-power scooters – lighting equipment - department control - use and operation.
221. Bicycle and personal mobility device equipment.
222. Volunteer firefighters – volunteer ambulance attendants – special lights and alarm systems.
223. Brakes.
224. Horns or warning devices.
225. Mufflers - prevention of noise.
226. Mirrors - exterior placements.
227. Windows unobstructed – certain materials prohibited – windshield wiper requirements.
228. Restrictions on tire equipment.
229. Safety glazing material in motor vehicles.
230. Emergency lighting equipment - who must carry.
231. Parking lights.
232. Minimum safety standards for motorcycles and low-power scooters.
233. Alteration of suspension system.
234. Slow-moving vehicles - display of emblem.
235. Minimum standards for commercial vehicles
236. Child restraint systems required - definitions - exemptions.
237. Safety belt systems – mandatory use - exemptions - penalty.
238. Blue and red lights - illegal use or possession.
239. Misuse of a wireless telephone - definitions - penalty - preemption.
240. Low-speed electric vehicle equipment requirements.

PART 3
EMISSIONS INSPECTION
(Omitted)

PART 4
DIESEL INSPECTION PROGRAM
(Omitted)

PART 5
SIZE - WEIGHT - LOAD

501. Size and weight violations - penalty.
502. Width of vehicles.
503. Projecting loads on passenger vehicles.
504. Height and length of vehicles.
505. Longer vehicle combinations.
506. Trailers and towed vehicles.
507. Wheel and axle loads.
508. Gross weight of vehicles and loads.
509. Vehicles weighed – excess removed.
510. Permits for excess size and weight and for manufactured homes - rules.
511. Permit standards - state and local.
511.2. Authority for cooperative agreements with regional states on excess size or weight vehicles - regulations.
512. Liability for damage to highway.

PART 6
SIGNALS - SIGNS - MARKINGS

601. Department to sign highways, where.
602. Local traffic control devices.
603. Obedience to official traffic control devices.
604. Traffic control signal legend.
605. Flashing signals.
606. Display of unauthorized signs or devices.
607. Interference with official devices.
608. Signals by hand or signal device.
609. Method of giving hand and arm signals.
610. Unauthorized insignia.
611. Paraplegic persons or persons with disabilities - distress flag.
612. When signals are inoperative or malfunctioning.
613. Failure to pay toll established by regional transportation authority.
614. Designation of highway maintenance, repair, or construction zones - signs - increase in penalties for speeding violations.
615. School zones - increase in penalties for moving traffic violations.

PART 7
RIGHTS-OF-WAY

701. Vehicles approaching or entering intersection.
702. Vehicle turning left.
703. Entering through highway – stop or yield intersection.
704. Vehicle entering roadway.
705. Operation of vehicle approached by emergency vehicle – operation of vehicle approaching stationary emergency vehicle.
706. Obedience to railroad signal.
707. Certain vehicles must stop at railroad grade crossings.
708. Moving heavy equipment at railroad grade crossing.
709. Stop when traffic obstructed.
710. Emerging from or entering alley, driveway, or building.
711. Driving on mountain highways.
712. Driving in highway work area.
713. Yielding right-of-way to transit buses - definitions - penalty.

PART 8
PEDESTRIANS

801. Pedestrian obedience to traffic control devices and traffic regulations.
802. Pedestrians' right-of-way in crosswalks.
803. Crossing at other than crosswalks.
804. Pedestrian to use right half of crosswalk. (Repealed)
805. Pedestrians walking or traveling in a wheelchair on highways.
806. Driving through safety zone prohibited.
807. Drivers to exercise due care.
808. Drivers and pedestrians, other than persons in wheelchairs, to yield to persons with disabilities.

PART 9
TURNING - STOPPING

901. Required position and method of turning.
902. Limitations on turning around.
903. Turning movements and required signals.

PART 10
DRIVING - OVERTAKING - PASSING

1001. Drive on right side - exceptions.
1002. Passing oncoming vehicles.
1003. Overtaking a vehicle on the left.
1004. When overtaking on the right is permitted.
1005. Limitations on overtaking on the left.
1006. One-way roadways and rotary traffic islands.
1007. Driving on roadways laned for traffic.
1008. Following too closely.
1008.5. Crowding or threatening bicyclist.
1009. Coasting prohibited.
1010. Driving on divided or controlled access highways.
1011. Use of runaway vehicle ramps.
1012. High occupancy vehicle (HOV) and high occupancy toll (HOT) lanes.
1013. Passing lane - definitions - penalty.

PART 11
SPEED REGULATIONS

1101. Speed limits.
1102. Altering of speed limits.
1103. Minimum speed regulation.
1104. Speed limits on elevated structures.
1105. Speed contests - speed exhibitions - aiding and facilitating – immobilization of motor vehicle - definitions.

PART 12
PARKING

1201. Starting parked vehicle.
1202. Parking or abandonment of vehicles.
1203. Ski areas to install signs.
1204. Stopping, standing, or parking prohibited in specified places.
1205. Parking at curb or edge of roadway.
1206. Unattended motor vehicle.
1207. Opening and closing vehicle doors.
1208. Parking privileges for persons with disabilities - applicability.
1209. Owner liability for parking violations.

1210. Designated areas on private property for authorized vehicles.
1211. Limitations on backing.
1212. Pay parking access for disabled.

PART 13
ALCOHOL AND DRUG OFFENSES

PART 14
OTHER OFFENSES

1401. Reckless driving - penalty.
1402. Careless driving - penalty.
1403. Following fire apparatus prohibited.
1404. Crossing fire hose.
1405. Riding in trailers.
1406. Foreign matter on highway prohibited.
1407. Spilling loads on highways prohibited
- prevention of spilling of aggregate, trash, or recyclables.
1407.5. Splash guards - when required.

1408. Operation of motor vehicles on property under control of or
owned by parks and recreation districts.
1409. Compulsory insurance - penalty - legislative intent.
1410. Proof of financial responsibility required - suspension of license.
1411. Use of earphones while driving.
1412. Operation of bicycles and other human-powered vehicles.
1413. Eluding or attempting to elude a police officer.
1414. Use of dyed fuel on highways prohibited.
1415. Radar jamming devices prohibited - penalty.

PART 15
MOTORCYCLES

1501. Traffic laws apply to persons operating motorcycles – special permits.
1502. Riding on motorcycles – protective helmet.
1503. Operating motorcycles on roadways laned for traffic.
1504. Clinging to other vehicles.

PART 16
ACCIDENTS AND ACCIDENT REPORTS
(Omitted)

PART 17
PENALTIES AND PROCEDURE

1701. Traffic offenses and infractions classified
- penalties – penalty and surcharge schedule - repeal.
1702. Alcohol- or drug-related traffic offenses - collateral attack.
1703. Parties to a crime.
1704. Offenses by persons controlling vehicles.
1705. Person arrested to be taken before the proper court.
1706. Juveniles - convicted – arrested and incarcerated - provisions for confinement.
1707. Summons and complaint or penalty assessment notice for misdemeanors,
petty offenses, and misdemeanor traffic offenses - release - registration.
1708. Traffic infractions - proper court for hearing, burden of proof - appeal - collateral attack.
1709. Penalty assessment notice for traffic infractions
- violations of provisions by officer - driver's license.
1710. Failure to pay penalty for traffic infractions
- failure of parent or guardian to sign penalty assessment notice - procedures.
1711. Compliance with promise to appear.
1712. Procedure prescribed not exclusive.
1713. Conviction record inadmissible in civil action.
1714. Traffic violation not to affect credibility of witness.
1715. Convictions, judgments, and charges recorded – public inspection.
1716. Notice to appear or pay fine – failure to appear - penalty.
1717. Conviction - attendance at driver improvement school - rules.
1718. Electronic transmission of data - standards.
1719. Violations - commercial driver's license - compliance with federal regulation.

PART 18
VEHICLES ABANDONED ON PUBLIC PROPERTY

1801. Legislative declaration.
1802. Definitions.
1803. Abandonment of motor vehicles - public property.
1804. Report of abandoned motor vehicles - owner's opportunity to request hearing.
1805. Appraisal of abandoned motor vehicles - sale.

1806. Liens upon towed motor vehicles.
1807. Perfection of lien.
1808. Foreclosure of lien.
1809. Proceeds of sale.
1810. Transfer and purge of certificates of title.
1811. Penalty.
1812. Exemptions.
1813. Local regulations.
1814. Violation of motor vehicle registration or inspection laws – separate statutory provision.

PART 19
SCHOOL BUS REQUIREMENTS

1901. School buses - equipped with supplementary brake retarders.
1902. School bus drivers - special training required.
1903. School buses - stops - signs - passing.
1904. Regulations for school buses – regulations on discharge of passengers - penalty - exception.

APPENDICES

1) Definitions

2) PART A. Instructions for adopting the model traffic code by reference

3) PART B. Specimen ordinance for adopting model traffic code by reference

4) PART C. Specimen notice of hearing

5) PART D. Specimen certification – posting of notice

6) PART E. Instructions for amending Model Code previously adopted by reference

7) PART F. Listing of amendments for updating previous editions of the Model Traffic Code adopted by reference

8) PART G. Specimen certification of Model Code

9) Why a Model Traffic Code?

FORWARD

Because of the significant mobility of today's traffic and the influx of motorists from many areas, every driver has a right to expect the rules governing the movement of vehicles and pedestrians on streets and highways are clearly defined and reasonably uniform throughout the state and the nation.

The General Assembly of the State of Colorado has recognized that conflicts between the state's traffic laws and municipal traffic ordinances lead to inconsistencies in the movement of traffic and has strengthened the requirements for uniformity of traffic regulations in the following terms:

"This article constitutes the uniform traffic code throughout the state and in all political subdivisions and municipalities therein". (Source: 42- 4-110 (1), C.R.S.)
"All local authorities may, in the manner prescribed in article 16 of title 31, C.R.S., or in article 15 of title 30, C.R.S., adopt by reference all or any part of a model traffic code which embodies the rules of the road and vehicle requirements set forth in this article and such other additional regulations as are provided for in section 42-4-111; except that, in the case of state highways, any such additional regulations shall have the approval of the department of transportation". (Source: 42-4-110 (1)(b), C.R.S.)
"No local authority shall adopt, enact, or enforce on any street which is a state highway any ordinance, rule, or resolution which alters or changes the meaning of the "rules of the road" or is otherwise in conflict with the provisions of this article. For the purpose of this section, the "rules of the road" shall be construed to mean any of the regulations on the operation of vehicles set forth in this article which drivers throughout the state are required to obey without the benefit or necessity of official traffic control devices as declared in section 42-4-603 (2)." (Source: 42- 4-110(1)(c), C.R.S.)

These provisions leave little doubt that the basic driving rules are expected to be uniform statewide for the protection of Colorado drivers and pedestrians. If state laws and local government traffic codes are to serve their purpose they must complement one another and be given the widest possible publicity as companion documents.

The National Committee on Uniform Traffic Laws and Ordinances points out that it is not the proper purpose of traffic legislation to impose unnecessary or unreasonable restrictions on street or highway traffic, but to ensure, as far as this can be done by law and its enforcement, that traffic shall move smoothly, efficiently and safely; that no legitimate user of the street or highway, whether in a vehicle or on foot, shall be killed, injured or frustrated in such use by the improper behavior of others.

Through the cooperative efforts of both state and local governments, the "Model Traffic Code for Colorado" has been developed to make available a specimen set of motor vehicle and traffic regulations that track state law.

Section 42-4-105, C.R.S., states that all traffic control devices placed or maintained by local authorities shall conform to the most recent edition of the federal "Manual on Uniform Traffic Control Devices" (MUTCD) and the state supplement thereto.

Traffic regulatory areas preempted by state law have not been made part of the Code. Local governments are urged to bring their traffic ordinances into harmony with the current Code.

Local governments that adopt the Code by reference are cautioned not to make any changes or additions which are in conflict with state law. However, the adopting local governments are at liberty to delete any parts, articles, or sections which are deemed to be inapplicable. A specimen ordinance and specimen public notices for adopting the Code by reference will be found in the Appendix.

The following official state documents work in tandem to provide a uniform system of traffic regulation and accepted traffic engineering practices for greater operational efficiency and safety:

- Colorado Revised Statutes (C.R.S.), Title 42, Article 4 - Uniform traffic code for the State of Colorado. Updated periodically to correlate with national model legislation.
- Model Traffic Code for Colorado – Model ordinance embodies provisions of Colorado Law applicable to driving in municipalities and counties in a form that can be adopted by reference.
- Colorado Drivers Manual – Drivers' handbooks authorized by Colorado statute. Issued by the Colorado Department of Revenue (Division of Motor Vehicles). Traffic control text and illustrations developed by the Colorado Department of Transportation.
- Manual on Uniform Traffic Control Devices (MUTCD) – Manual of Federal Highway Administration approved traffic control devices. Updated periodically and adopted by the Transportation Commission as required by Colorado Law.

PART 1
TRAFFIC REGULATION - GENERALLY

101. Short title.

102. Legislative declaration.

103. Scope and effect of Code – exceptions to provisions.

(1) This Code constitutes the model traffic code throughout this jurisdiction.

(2) The provisions of this Code relating to the operation of vehicles and the movement of pedestrians refer exclusively to the use of streets and highways except:

(a) Where a different place is specifically referred to in a given section;

(b) For provisions of sections 1401, 1402 and 1413 of this Code which shall apply upon streets and highways and elsewhere throughout the jurisdiction.

104. Adoption of traffic control manual.

- See *Appendices Part A.*

105. Local traffic control devices.

Local authorities shall place and maintain such traffic control devices upon highways under their jurisdiction as they may deem necessary to indicate and to carry out the provisions of this Code or local traffic ordinances or to regulate, warn, or guide traffic, subject in the case of state highways to the provisions of sections 42-4-110 and 43-2-135 (1) (g), C.R.S. All such traffic control devices shall conform to the state manual and specifications for statewide uniformity as provided in section 42-4-104, C.R.S.

106. Who may restrict right to use highways.

(1) Local authorities with respect to highways under their jurisdiction may by ordinance or resolution prohibit the operation of vehicles upon any such highway or impose restrictions as to the weight of vehicles to be operated upon any such highway, for a total period of not to exceed ninety days in any one calendar year, whenever any said highway by reason of deterioration, rain, snow, or other climatic conditions will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced.

(2) After enacting any such ordinance signs designating the permissible weights shall be erected and maintained.

(3) This local government, with respect to highways under its jurisdiction, may also, by ordinance or resolution, prohibit the operation of trucks or other commercial vehicles on designated highways or may impose limitations as to the weight thereof, which prohibitions and limitations shall be designated by appropriate signs placed on such highways.

(4) The department of transportation shall likewise have authority as granted in this section to local authorities to determine by resolution and to impose restrictions as to the weight of vehicles operated upon any highway under the jurisdiction of said department, and such restrictions shall be effective when signs giving notice thereof are erected upon the highways or portion of any highway affected by such resolution.

(4.5) (a) The department of transportation has authority to close any portion of a state highway to public travel.

(b) (I) A person who operates a motor vehicle or vehicle combination over thirty-five feet in length on state highway 82 between mile markers 47 and 72 in violation of a closure under paragraph (a) of this subsection (4.5) is subject to an enhanced penalty as set forth in section 1701 (4) (a) (I) (F).

(II) A person who operates a motor vehicle or vehicle combination over thirty-five feet in length on state highway 82 between mile markers 47 and 72 in violation of a closure under paragraph (a) of this subsection (4.5) where the result of the violation is an incident that causes the closure of a travel lane in one or both directions, is subject to an enhanced penalty as set forth in section 1701 (4)(a)(I)(F).

(5) (a) (I)

(A) The department of transportation may close any portion of a state highway for public use during dangerous driving conditions, during construction or maintenance operations, or when necessary for the protection and safety of the public.

(B) When icy or snow-packed conditions exist on the highway, the department of transportation may restrict travel on or use of any portion of a state highway by any motor vehicle unless the motor vehicle is equipped with the following: Tire chains or an alternate traction device; four-wheel drive with tires that have a tread depth of at least three sixteenths of an inch and that are adequate for the conditions; all-wheel drive with tires that have a tread depth of at least three sixteenths of an inch and that are adequate for the conditions; or tires that are imprinted by a manufacturer with a mountain-snowflake, “MS”, “M+S”, or “M/S” symbol or that are all-weather rated by the manufacturer and that have a tread depth of at least three sixteenths of an inch.

(C) A closure or restriction under this subsection (5) is effective when signs, including temporary or electronic signs, that notify the public of the closure or restriction are erected upon the highway, and the restriction in subsection (5)(a)(I)(B) of this section is effective on interstate 70 between milepost 133 (Dotsero) and milepost 259 (Morrison) from September 1 through May 31 of each year. It is unlawful to proceed when a state highway is closed or to proceed when a restriction is in effect without the equipment required by this subsection (5).

(D) The Colorado state patrol shall cooperate with the department of transportation in the enforcement of a closing or restriction under this subsection (5).

(E) The driver of a commercial vehicle with four or more drive wheels, other than a bus, shall affix tire chains to at least four of the drive wheel tires when the vehicle is required to be equipped with tire chains under this subsection (5). The driver of a bus shall affix tire chains to at

least two of the drive wheel tires when the vehicle is required to be equipped with tire chains under this subsection (5).

(F) A person who violates this subsection (5)(a)(I) commits a traffic infraction and is subject to the penalties in section 42-4-1701 (4)(a)(I)(F).

(II) Any person who operates a motor vehicle in violation of restrictions imposed by the department of transportation or the state patrol under subparagraph (I) of this paragraph (a), where the result of the violation is an incident that causes the closure of a travel lane in one or both directions, shall be subject to an enhanced penalty as set forth in section 42-4-1701 (4)(a)(I)(F).

(III) A person who violates subparagraph (I) of this paragraph (a) while operating a commercial vehicle shall be subject to an enhanced penalty as set forth in section 42-4-1701 (4)(a)(I)(F).

(IV) A person who violates subparagraph (I) of this paragraph (a) while operating a commercial vehicle and the violation causes a closure in a travel lane shall be subject to an enhanced penalty as set forth in section 42-4-1701 (4)(a)(I)(F).

(V) If a fine is enhanced under subparagraphs (III) and (IV) of this paragraph (a), the portion of the fine that exceeds the fine imposed under subparagraph (I) for an enhancement under subparagraph (III), or subparagraph (II) for an enhancement under subparagraph (IV), that is allocated to the state by sections 42-1-217 and 43-4-205, C.R.S., shall be transferred to the state treasurer, who shall deposit it in the highway construction workers' safety account within the highway users tax fund created by section 42-4-1701 (4)(c)(II)(B), to be continuously appropriated to the department of transportation for work zone safety equipment, signs, and law enforcement.

(VI) Subparagraphs (III) and (IV) of this paragraph (a) shall not apply to a tow operator who is towing a motor vehicle or traveling to a site from which a motor vehicle shall be towed.

(VII) The Colorado department of transportation shall identify an appropriate place for commercial vehicles to apply chains, if necessary, to comply with subparagraph (I) of this paragraph (a) and provide adequate notice to commercial vehicle operators of such places.

(b) The transportation commission may promulgate rules to implement the provisions of this subsection (5).

(c) As used in this subsection (5):

(I) "Alternate traction device" means a device that is approved by the Colorado department of transportation as capable of providing traction comparable to that of metal chains or tire cables under similar conditions.

(II) "Equipped" means that a motor vehicle uses or carries the appropriate traction equipment for icy or snow-packed conditions.

(III) "Tire chains" means metal chains consisting of two circular metal loops, one on each side of the tire, connected by no fewer than nine evenly spaced chains across the tire tread.

(6)(a) Local authorities may, within their respective jurisdictions, for the purpose of road construction and maintenance, temporarily close to through traffic or to all vehicular traffic any highway or portion thereof for a period not to exceed a specified number of workdays for project completion and shall, in conjunction with any such road closure, establish appropriate detours or provide for an alternative routing of the traffic affected when, in the opinion of concerned local authorities, as evidenced by resolution or ordinance, such temporary closing of the highway or portion thereof and the rerouting of traffic is necessary for traffic safety and for the protection of work crews and road equipment. Such temporary closing of the highway or portion thereof and the routing of traffic along other roads shall not become effective until official traffic control devices are erected giving notice of the restrictions, and, when such devices are in place, no driver shall disobey the instructions or directions thereof.

(b) Local authorities, within their respective jurisdictions, may provide for the temporary closing to vehicular traffic of any portion of a highway during a specified period of the day for the purpose of celebrations, parades, and special local events or civil functions when in the opinion of said authorities such temporary closing is necessary for the safety and protection of persons who are to use that portion of the highway during the temporary closing.

(c) Local authorities shall enter in to agreements with one another for the establishment, signing and marking of appropriate detours and alternative routes which jointly affect local road systems and which are necessary to carry out the provisions of paragraphs (a) and (b) of this subsection (6). Any temporary closing of the street which is a state highway and any rerouting of state highway traffic shall have the approval of the department before such closing becomes effective.

(7) A person who violates any provision of this section commits a class B traffic infraction.

107. Obedience to police officers.

No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer invested by law with authority to direct, control, or regulate traffic. Any person who violates any provision of this section commits a class 2 misdemeanor traffic offense.

108. Public officers to obey provisions - exceptions for emergency vehicles.

(1) The provisions of this Code applicable to the drivers of vehicles upon the highways shall apply to the drivers of all vehicles owned or operated by the United States, this state, or any county, city, town, district, or other political subdivision of the state, subject to such specific exceptions as are set forth in this Code with reference to authorized emergency vehicles.

(2) The driver of an authorized emergency vehicle, when responding to an emergency call, or when in pursuit of an actual or suspected violator of the law, or when responding to but not upon returning from a fire alarm, may exercise the privileges set forth in this section, but subject to the conditions stated in this Code. The driver of an authorized emergency vehicle may:

(a) Park or stand, irrespective of the provisions of this Code or State law;

(b) Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;

(c) Exceed the lawful speeds set forth in section 1101(2) or exceed the maximum lawful speed limits set forth in section 1101 (8) so long as said driver does not endanger life or property;

(d) Disregard regulations governing directions of movement or turning in specified directions.

(3) The exemptions and conditions provided in paragraphs (b) to (d), in their entirety, of subsection (2) of this section for an authorized emergency vehicle shall apply only when such vehicle is making use of audible or visual signals meeting the requirements of section 213, and the exemption granted in paragraph (a) of subsection (2) of this section shall apply only when such vehicle is making use of visual signals meeting the requirements of section 213 unless using such visual signals would cause an obstruction to the normal flow of traffic; except that an authorized emergency vehicle being operated as a police vehicle while in actual pursuit of a suspected violator of any provision of this title need not display or make use of audible or visual signals so long as such pursuit is being made to obtain verification of or evidence of the guilt of the suspected violator. Nothing in this section shall be construed to require an emergency vehicle to make use of audible signals when such vehicle is not moving, whether or not the vehicle is occupied.

(4) The provisions of this section shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the driver from the consequences of such driver's reckless disregard for the safety of others.

109. Low-power scooters, animals, skis, skates, and toy vehicles on highways.

(1) A person riding a low-power scooter upon a roadway where low-power scooter travel is permitted shall be granted all of the rights and shall be subject to all of the duties and penalties applicable to the driver of a vehicle as set forth in this Code except those provisions of this Code that, by their very nature, can have no application.

(2) A person riding a low-power scooter shall not ride other than upon or astride a permanent and regular seat attached thereto.

(3) No low-power scooter shall be used to carry more persons at one time than the number for which it is designed and equipped.

(4) No person riding upon any low-power scooter, coaster, roller skates, sled, or toy vehicle shall attach the same or himself or herself to any vehicle upon a roadway.

(5) A person operating a low-power scooter upon a roadway shall ride as close to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

(6) Persons riding low-power scooters upon a roadway shall not ride more than two abreast.

(6.5) A person under the age of eighteen years may not operate or carry a passenger who is under eighteen years of age on a low-power scooter unless the person and the passenger are wearing protective helmets in accordance with the provisions of section 1502 (4.5) of this Code.

(7) For the sake of uniformity and bicycle, electrical assisted bicycle, and low-power scooter safety throughout the state, the department of revenue in cooperation with the department of transportation shall prepare and make available to all local jurisdictions for distribution to bicycle, electrical assisted bicycle, and low-power scooter riders a digest of state regulations explaining and illustrating the rules of the road, equipment requirements, and traffic control devices that are applicable to such riders and their bicycles, electrical assisted bicycles, or low-power scooters.

(8) Persons riding or leading animals on or along any highway shall ride or lead such animals on the left side of said highway, facing approaching traffic. This shall not apply to persons driving herds of animals along highways.

(9) No person shall use the highways for traveling on skis, toboggans, coasting sleds, skates, or similar devices. It is unlawful for any person to use any roadway of this state as a sled or ski course for the purpose of coasting on sleds, skis, or similar devices. It is also unlawful for any person upon roller skates or riding in or by means of any coaster, toy vehicle, or similar device to go upon any roadway except while crossing a highway in a crosswalk, and when so crossing such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians. This subsection (9) does not apply to any public way which is set aside by proper authority as a play street and which is adequately roped off or otherwise marked for such purpose.

(10) Every person riding or leading an animal or driving any animal-drawn conveyance upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this Code, except those provisions of this Code which by their very nature can have no application.

(11) Where suitable bike paths, horseback trails, or other trails have been established on the right-of-way or parallel to and within one-fourth mile of the right-of-way of heavily traveled streets and highways, the department of transportation may, subject to the provisions of section 43-2-135, C.R.S., by resolution or order entered in its minutes, and local authorities may, where suitable bike paths, horseback trails, or other trails have been established on the right-of-way or parallel to it within four hundred fifty feet of the right-of-way of heavily traveled streets, by ordinance, determine and designate, upon the basis of an engineering and traffic investigation, those heavily traveled streets and highways upon which shall be prohibited any bicycle, electrical assisted bicycle, animal rider, animal-drawn conveyance, or other class or kind of nonmotorized traffic that is found to be incompatible with the normal and safe movement of traffic, and, upon such a determination, the department of transportation or local authority shall erect appropriate official signs giving notice thereof; except that, with respect to controlled access highways, section 1010 (3) shall apply. When such official signs are erected, no person shall violate any of the instructions contained thereon.

(12) The parent of any child or guardian of any ward shall not authorize or knowingly permit any child or ward to violate any provision of this section.

(13) (a) Except as otherwise provided in paragraph (b) of this subsection (13), any person who violates a provision of this section commits a class B traffic infraction.

(b) Any person who violates subsection (6.5) of this section commits a class A traffic infraction.

109.5. Low-speed electric vehicles.

(1) (a) A low-speed electric vehicle may be operated only on a roadway that has a speed limit equal to or less than thirty-five miles per hour; except that it may be operated to directly cross a roadway that has a speed limit greater than thirty-five miles per hour at an at-grade crossing to continue traveling along a roadway with a speed limit equal to or less than thirty-five miles per hour.

(b) Notwithstanding paragraph (a) of this subsection (1), a low-speed electric vehicle may be operated on a state highway that has a speed limit equal to forty miles per hour or cross a roadway with a speed limit equal to forty miles per hour to cross at-grade, if:

(I) Such roadway's lane width is eleven feet or greater;

(II) Such roadway provides two or more lanes in either direction; and

(III) The Colorado department of transportation has determined, in consultation with local government and law enforcement, upon the basis of a traffic investigation, survey, appropriate design standards, or projected volumes, that the operation of a low-speed electric vehicle on the roadway poses no substantial safety risk or hazard to motorists, bicyclists, pedestrians, or other persons.

(2) No person shall operate a low-speed electric vehicle on a limited-access highway.

(3) Any person who violates subsection (1) or (2) of this section commits a class B traffic infraction.

109.6. Class B low-speed electric vehicles - effective date - rules.

(1) A class B low speed electric vehicle may be operated only on a roadway that has a speed limit equal to or less than forty-five miles per hour; except that it may be operated to directly cross a roadway that has a speed limit greater than forty-five miles per hour at an at-grade crossing to continue traveling along a roadway with a speed limit equal to or less than forty-five miles per hour.

(2) No person shall operate a class B low speed electric vehicle on a limited-access highway.

(3) Any person who violates subsection (1) or (2) of this section commits a class B traffic infraction.

(4) For the purposes of this section, “class B low-speed electric vehicle” means a low-speed electric vehicle that is capable of traveling at greater than twenty-five miles per hour but less than forty-five miles per hour.

(5) (a) The department of revenue shall not register or issue a title for a class B low-speed electric vehicle until after the United States department of transportation, through the national highway traffic safety administration, has adopted a federal motor vehicle safety standard for low-speed electric vehicles that authorizes operation at greater than twenty-five miles per hour but less than forty-five miles per hour.

(b) After the United States department of transportation, through the national highway traffic safety administration, has adopted a federal motor vehicle safety standard for low-speed electric vehicles that authorizes operation at greater than twenty-five miles per hour but less than forty-five miles per hour, the department of revenue shall promulgate rules authorizing the operation of class B low-speed electric vehicles in compliance with this section and shall notify the revisor of statutes in writing. Upon the promulgation of rules authorizing the operation of such vehicles, subsections (1) to (3) of this section shall take effect.

(6) The Colorado department of transportation may regulate the operation of a class B low-speed electric vehicle on a state highway located outside of a municipality. The regulation shall take effect when the Colorado department of transportation places an appropriate sign that provides adequate notice of the regulation.

110. Provisions uniform throughout jurisdiction.

(1) The provisions of this Code shall be applicable and uniform throughout this state and in all political subdivisions and municipalities therein. Local governments shall regulate and enforce all traffic and parking restrictions on streets which are state highways as provided in section 43-2-135 (1)(g), C.R.S. All local authorities may enact and enforce traffic regulations on other roads and streets within their respective jurisdictions. All such regulations shall be subject to the following conditions and limitations:

(a) All local governments may enact, adopt, or enforce traffic regulations which cover the same subject matter as the various sections of this Code or state law and such additional regulations as are included in section 111, except as otherwise stated in paragraphs (c) to (e) of this subsection (1).

(b) All local authorities may, in the manner prescribed in article 16 of title 31, C.R.S. or in article 15 of title 30, C.R.S., adopt by reference all or any part of a model traffic code which embodies the rules of the road and vehicle requirements set forth in this article and such additional regulations as are provided for in section 111; except that in the case of state highways, any such additional regulation shall have the approval of the department of transportation.

(c) No local authority shall adopt, enact, or enforce on any street which is a state highway any ordinance, rule, or resolution which alters or changes the meaning of any of the "rules of the road" or is otherwise in conflict with the provisions of this article. For the purpose of this section, the "rules of the road" shall be construed to mean any of the regulations on the operation of vehicles set forth in this article which drivers throughout the state are required to

obey without the benefit or necessity of official traffic control devices as declared in section 603(2)

(d) In no event shall local authorities have the power to enact by ordinance regulations governing the driving of vehicles by persons under the influence of alcohol or of a controlled substance as defined in section 18-18-102(5), C.R.S., or under the influence of any other drug to a degree that renders any such person incapable of safely operating a vehicle, or whose ability to operate a vehicle is impaired by the consumption of alcohol or by the use of a controlled substance as defined in section 18-18-102(5), C.R.S., or any other drug, the registration of vehicles and the licensing of drivers, the duties and obligations of persons involved in traffic accidents, and vehicle equipment requirements in conflict with the provisions of this article; but said local authorities within their respective jurisdictions shall enforce the state laws pertaining to these subjects, and in every charge of violation the complaint shall specify the section of state law under which the charge is made and the state court having jurisdiction.

(2) The municipal courts have jurisdiction over violations of traffic regulations enacted or adopted by municipalities.

(3) No person convicted of or pleading guilty to a violation of a municipal traffic ordinance shall be charged or tried in a state court for the same or similar offense.

(4) (a) Any local government located within the program area of the AIR program area as defined in section 304 may adopt ordinances or resolutions pertaining to the enforcement of the emissions control inspection requirements set forth in section 310.

(b) An officer coming upon an unattended vehicle in the program area which is in apparent violation of an ordinance or resolution adopted as authorized in paragraph (a) of this subsection (4) may place upon such a vehicle a penalty assessment notice indicating the offense and direction the owner or operator of such vehicle a penalty assessment notice indicating the offense and directing the owner or operator of such vehicle to remit the penalty assessment as set forth in such ordinance to the local jurisdiction in whose name the penalty assessment notice was issued.

(c) The aggregate amount of fines, penalties, or forfeitures collected pursuant to ordinances or resolutions adopted as authorized in paragraph (a) of this subsection (4) shall be retained by the local jurisdiction in whose name such penalty notice was issued.

(5) The general assembly declares that the adjudication of class A and class B traffic infractions through the county court magistrate system was not intended to create a conflict between the provisions of this article and municipal ordinances covering the same subject matter as this article nor was it intended to require or prohibit the decriminalization of municipal ordinances covering the same subject matter as this article. Municipalities may continue to enforce violations of such ordinances through municipal court even though similar state offenses are enforced through the magistrate system established under this article.

(6) (a) The general assembly hereby finds that the use of automated driving systems will help people who may have difficulty driving, including people who are elderly and people with disabilities, gain access to goods and services essential to daily life. This access requires

traveling across and in multiple jurisdictions. Therefore, the regulation of automated driving systems is a matter of statewide concern.

(b) A state agency or a political subdivision of the state shall not adopt or enforce a policy, rule, or ordinance that sets standards for an automated driving system that are different from the standards set for a human driver.

110.5. Automated vehicle identification systems – definition. (1) The general assembly hereby finds and declares that the enforcement of traffic laws through the use of automated vehicle identification systems under this section is a matter of statewide concern and is an area in which uniform state standards are necessary.

(1.5) Except as set out in (1.7), nothing in this section shall apply to a violation detected by an automated vehicle identification device for driving twenty-five miles per hour or more in excess of the reasonable and prudent speed or twenty-five miles per hour or more in excess of the maximum speed limit of seventy-five miles per hour detected by the use of an automated vehicle identification device.

(1.7)(a) An automated vehicle identification system shall not be used under this subsection (1.7) unless maintenance, repair, or construction is occurring at the time the system is being used.

(2) A local authority may adopt an ordinance authorizing the use of an automated vehicle identification system to detect violations of traffic regulations adopted by the municipality or the local authority may utilize an automated vehicle identification system to detect traffic violations under state law, subject to the following conditions and limitations:

(a) (I) (Deleted by amendment, L. 2002, p. 570, § 1, effective May 24, 2002.

(II) If a local authority detects any alleged violation of a local traffic regulation or traffic violation under state law through the use of an automated vehicle identification system, then the state, county, city and county or municipality shall serve the penalty assessment notice or summons and complaint for a violation detected using an automated vehicle on the defendant no later than ninety days after the alleged violation occurred. If a penalty assessment notice or summons and complaint for a violation detected using an automated vehicle identification system is personally served, the state, a county, a city and county, or a municipality may only charge the actual costs of service of process that shall be no more than the amount usually charged for civil service of process.

111. Powers of Local Authorities. (1) Except as otherwise provided in subsection (2) of this section, this article does not prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

(a) Regulating or prohibiting the stopping, standing, or parking of vehicles, consistent with the provisions of this article;

(b) Establishing parking meter zones where it is determined upon the basis of an engineering and traffic investigation that the installation and operation of parking meetings is necessary to aid

in the regulation and control of the parking of vehicles during the hours and on the days specified on parking meter signs;

(c) Regulating traffic by means of police officers or official traffic control devices, consistent with the provisions of this article;

(d) Regulating or prohibiting processions or assemblages on the highways, consistent with the provisions of this article;

(e) Designating particular highways or roadways for use by traffic moving in one direction, consistent with the provisions of this article;

(f) Designating any highway as a through highway or designating any intersection as a stop or yield intersection, consistent with the provisions of this article;

(g) Designating truck routes and restricting the use of highways, consistent with the provisions of this article;

(h) Regulating the operation of bicycles or electrical assisted bicycles and requiring the registration and licensing of same, including the requirement of a registration fee, consistent with the provisions of this article;

(i) Altering or establishing speed limits, consistent with the provisions of this article;

(j) Establishing speed limits for vehicles in public parks, consistent with the provisions of this article;

(k) Determining and designating streets, parts of streets, or specific lanes thereon upon which vehicular traffic shall proceed in one direction during one period and the opposite direction during another period of the day, consistent with the provisions of this article;

(l) Regulating or prohibiting the turning of vehicles, consistent with the provisions of this article;

(m) Designating no-passing zones, consistent with the provisions of this article;

(n) Prohibiting or regulating the use of controlled-access roadways by nonmotorized traffic or other kinds of traffic, consistent with the provisions of this Code;

(o) Establishing minimum speed limits, consistent with the provisions of this Code;

(p) Designating hazardous railroad crossings, consistent with the provisions of this Code;

(q) Designating and regulating traffic on play streets, consistent with the provisions of this article;

(r) Prohibiting or restricting pedestrian crossing, consistent with the provisions of this Code;

(s) Regulating the movement of traffic at school crossings by official traffic control devices or by duly authorized school crossing guards, consistent with the provisions of the Code;

(t) Regulating persons propelling push carts;

(u) Regulating persons upon skates, coasters, sleds, or similar devices, consistent with the provisions of this Code;

(v) Adopting such temporary or experimental regulations as may be necessary to cover emergencies or special conditions;

(w) Adopting such other traffic regulations as are provided for by this article;

(x) Closing a street or portion thereof temporarily and establishing appropriate detours or an alternative routing for the traffic affected, consistent with the provisions of this article;

(y) Regulating the local movement of traffic or the use of local streets where such is not provided for in that article;

(z) Regulating the operation of low-powered scooters, consistent with the provisions of this article; except that local authorities shall be prohibited from establishing any requirements for the registration and licensing of low powered scooters;

(aa) Regulating the operation of low-speed electric vehicles, including, without limitation, establishing a safety inspection program, on streets and highways under their jurisdiction by resolution or ordinance of the governing body, if such regulation is consistent with this Code;

(bb) Authorizing and regulating the operation of golf cars on roadways by resolution or ordinance of the governing body, if the authorization or regulation is consistent with this title and does not authorize:

(I) An unlicensed driver of a golf car to carry a passenger who is under twenty-one years of age;

(II) Operation of a golf car by a person under sixteen years of age; or

(III) Operation of a golf car on a state highway; except that the ordinance or resolution may authorize a person to drive a golf car directly across a state highway at an at-grade sidewalk, bike path, or pedestrian path consistent with section 42-4-117(I) and (3), C.R.S.;

(cc) Authorizing, prohibiting, or regulating the use of an EPAMD on a roadway, sidewalk, bike path, or pedestrian path consistent with section 117(1) and (3);

(dd) Authorizing the use of the electrical motor on an electrical assisted bicycle on a bike or pedestrian path;

(ee) Enacting the idling standards in conformity with section 42-14-103, C.R.S.

(2)(a) An ordinance or regulation enacted under paragraph (a), (b), (e), (f), (g), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (v), (x), (y), (aa), or (cc) of subsection (1) of this section may not take effect until official signs or other traffic control devices conforming to standards as required by section 42-4-602, C.R.S., and giving notice of the local traffic regulations are placed upon or at the entrances to the highway or part thereof affected as may be most appropriate.

(b) Subsection (1) of this section does not authorize a local authority to regulate or authorize the use of vehicles and motor vehicles on the state highway system that is subject to section 43-2-135, C.R.S., except in at-grade crossings where the roadway subject to the local authority's jurisdiction crosses the state highway. The local authority may regulate vehicles within such crossings only to the extent necessary to effect the local authority's power to regulate the roadway under the local authority's jurisdiction and only if the regulation or authorization does not interfere with the normal operation of the state highway.

(3) (a) A board of county commissioners may by resolution authorize the use of designated portions of unimproved county roads within the unincorporated portion of the county for motor vehicles participating in timed endurance events and for such purposes shall make such

regulations relating to the use of such roads and the operation of vehicles as are consistent with public safety in the conduct of such event and with the cooperation of county law enforcement officials.

(b) Such resolution by a board of county commissioners and regulations based thereon shall designate the specific route which may be used in such event, the time limitations imposed upon such use, any necessary restrictions in the use of such route by persons not participating in such event, special regulations concerning the operation of vehicles while participating in such event in which case any provisions of this article to the contrary shall not apply to such event, and such requirements concerning the sponsorship of any such event as may be reasonably necessary to assure adequate responsibility therefor.

112. Noninterference with the rights of owners of realty.

Subject to the exception provided in section 103 (2), nothing in this Code shall be construed to prevent the owner of real property used by the public for purposes of vehicular travel by permission of the owner and not as matter of right from prohibiting such use, or from requiring other or different or additional conditions than those specified in this Code, or from otherwise regulating such use as may seem best to such owner.

113. Appropriations for administration of article.

(See §42-4-113 C.R.S.)

114. Removal of traffic hazards.

(1) Local authorities, within their respective jurisdictions, may by written notice sent by certified mail require the owner of real property abutting on the right-of-way of any highway, sidewalk, or other public way to trim or remove, at the expense of said property owner, any tree limb or any shrub, vine, hedge, or other plant which projects beyond the property line of such owner onto or over the public right-of-way and thereby obstructs the view of traffic, obscures any traffic control device, or otherwise constitutes a hazard to drivers or pedestrians.

(2) It is the duty of the property owner to remove any dead, overhanging boughs of trees located on the premises of such property owner that endanger life or property on the public right-of-way.

(3) In the event that any property owner fails or neglects to trim or remove any such tree limb or any such shrub, vine, hedge, or other plant within ten days after receipt of written notice from said local authority to do so, said local authority may do or cause to be done the necessary work incident thereto, and said property owner shall reimburse the state or local authority for the cost of the work performed.

115. Information on traffic law enforcement - collection - profiling - annual report - repeal. (Repealed)

116. Restrictions for minor drivers - definitions.

(1) (a) Except as provided in paragraph (c) of this subsection (1), a minor driver shall not operate a motor vehicle containing a passenger who is under twenty-one years of age and who is not a member of the driver's immediate family until such driver has held a valid driver's license for at least six months.

(b) Except as provided in paragraph (c) of this subsection (1), a minor driver shall not operate a motor vehicle containing more than one passenger who is under twenty-one years of age and who is not a member of the driver's immediate family until such driver has held a valid driver's license for at least one year.

(c) Paragraphs (a) and (b) of this subsection (1) shall not apply if:

(I) The motor vehicle contains the minor's parent or legal guardian or other responsible adult described in section 42-2-108, C.R.S.;

(II) The motor vehicle contains an adult twenty-one years of age or older who currently holds a valid driver's license and has held such license for at least one year;

(III) The passenger who is under twenty-one years of age is in the vehicle on account of a medical emergency;

(IV) All passengers who are under twenty-one years of age are members of the driver's immediate family and all such passengers are wearing a seatbelt.

(2) (a) Except as provided in paragraph (b) of this subsection (2), a minor driver shall not operate a motor vehicle between 12 midnight and 5 a.m. until such driver has held a driver's license for at least one year.

(b) This subsection (2) shall not apply if:

(I) The motor vehicle contains the minor's parent or legal guardian or other responsible adult described in section 42-2-108, C.R.S.;

(II) The motor vehicle contains an adult twenty-one years of age or older who currently holds a valid driver's license and has held such license for at least one year;

(III) The minor is driving to school or a school-authorized activity when the school does not provide adequate transportation, so long as the driver possesses a signed statement from the school official containing the date the activity will occur;

(IV) The minor is driving on account of employment when necessary, so long as the driver possesses a signed statement from the employer verifying employment;

(V) The minor is driving on account of a medical emergency; or

(VI) The minor is an emancipated minor.

(3) A violation of this section is a traffic infraction, and, upon conviction, the violator may be punished as follows:

(a) By the imposition of not less than eight hours nor more than twenty-four hours of community service for a first offense and not less than sixteen hours nor more than forty hours of community service for a subsequent offense;

(b) By the levying of a fine of not more than fifty dollars for a first offense, a fine of not more than one hundred dollars for a second offense, and a fine of one hundred fifty dollars for a subsequent offense;

(c) By an assessment of two license suspension points pursuant to section 42-2-127(5)(kk), C.R.S.

(4) For the purposes of this section:

(a) "Emancipated minor" means an individual under eighteen years of age whose parents or guardian has surrendered parental responsibilities, custody, and the right to the care and earnings of such person, and are no longer under a duty to support such person.

(b) "Minor driver" means a person who is operating a motor vehicle and who is under eighteen years of age.

(5) No driver in a motor vehicle shall be cited for a violation of this section unless such driver was stopped by a law enforcement officer for an alleged violation of Codes 1 to 4 of Title 42, CRS other than a violation of this section.

117. Personal mobility devices.

(1) A rider of an EPAMD shall have all the same rights and duties as an operator of any other vehicle under this Code, except as to those provisions that by their nature have no application.

(2) Unless otherwise prohibited, an EPAMD may be operated on a roadway in conformity with vehicle use.

(3) An EPAMD shall not be operated:

(a) On a limited-access highway;

(b) On a bike or pedestrian path; or

(c) At a speed of greater than twelve and one-half miles per hour.

(4) A person who violates this section commits a class B traffic infraction.2

(7) Repealed.

118. Establishment of wildlife crossing zones - report - repeal.

(1) The department of transportation created in section 43-1-103, C.R.S., in consultation with both the Colorado state patrol created pursuant to section 24-33.5-201, C.R.S., and the division of wildlife created pursuant to section 24-1-124 (3) (h), C.R.S., in the department of natural resources, may establish areas within the public highways of the state as wildlife crossing zones.

(2) (a) If the department of transportation establishes an area within a public highway of the state as a wildlife crossing zone, the department of transportation may erect signs:

(I) Identifying the zone in accordance with the provisions of section 42-4-616; and

(II) Establishing a lower speed limit for the portion of the highway that lies within the zone.

(b) Notwithstanding the provisions of paragraph (a) of this subsection (2) to the contrary, the department of transportation shall not establish a lower speed limit for more than one hundred miles of the public highways of the state that have been established as wildlife crossing zones.

(3) (a) The department of transportation may establish an area within the federal highways of the state as a wildlife crossing zone if the department of transportation receives authorization from the federal government.

(b) If the department of transportation establishes an area within the federal highways of the state as a wildlife crossing zone pursuant to paragraph (a) of this subsection (3), the department of transportation may erect signs:

(I) Identifying the zone in accordance with the provisions of section 42-4-616; and

(II) Establishing a lower speed limit for the portion of the highway that lies within the zone.

(4) If the department of transportation erects a new wildlife crossing zone sign pursuant to subsection (2) or (3) of this section, it shall ensure that the sign indicates, in conformity with the state traffic control manual, that increased traffic penalties are in effect within the wildlife crossing zone. For the purposes of this section, it shall be sufficient that the sign states "increased penalties in effect".

(5) In establishing a lower speed limit within a wildlife crossing zone, the department of transportation shall give due consideration to factors including, but not limited to, the following:

(a) The percentage of traffic accidents that occur within the area that involve the presence of wildlife on the public highway;

(b) The relative levels of traffic congestion and mobility in the area; and

(c) The relative numbers of traffic accidents that occur within the area during the daytime and evening hours and involve the presence of wildlife on the public highway.

(6) As used in this section, unless the context otherwise requires, "wildlife" shall have the same meaning as "big game" as set forth in section 33-1-102 (2), C.R.S.

(7) (a) On or before March 1, 2012, the department of transportation shall prepare and submit to the transportation and energy committee of the house of representatives and the transportation committee of the senate, or any successor committees, a report concerning the implementation of this section. The report, at a minimum, shall include:

(I) The location and length of each wildlife crossing zone that the department of transportation has established pursuant to this section;

(II) The total number of miles within the public highways of the state that the department of transportation has established as wildlife crossing zones pursuant to this section;

(III) The total number of wildlife crossing zones within the state for which the department of transportation has established a lower speed limit, including identification of each wildlife crossing zone for which the department has established a lower speed limit;

(IV) The effect, if any, that the establishment of each wildlife crossing zone has had in reducing the frequency of traffic accidents within the area of the public highway that has been established as a wildlife crossing zone; and

(V) A recommendation by the department of transportation as to whether the general assembly should:

(A) Discontinue the establishment of wildlife crossing zones;

(B) Continue the establishment of wildlife crossing zones, as limited by the provisions of paragraph (b) of subsection (1) of this section; or

(C) Expand the establishment of wildlife crossing zones beyond the limits described in paragraph (b) of subsection (1) of this section.

(b) This subsection (7) is repealed, effective March 2, 2012.

(8) Notwithstanding any other provision of this section, the department of transportation shall not establish any area of any interstate highway as a wildlife crossing zone.

PART 2
EQUIPMENT

201. Obstruction of view or driving mechanism - hazardous situation.

(1) No person shall drive a vehicle when it is so loaded or when there are in the front seat such number of persons, exceeding three, as to obstruct the view of the driver to the front or sides of the vehicle or as to interfere with the driver's control over the driving mechanism of the vehicle.

(2) No person shall knowingly drive a vehicle while any passenger therein is riding in any manner which endangers the safety of such passenger or others.

(3) A person shall not drive a motor vehicle equipped with a video display visible to the driver while the motor vehicle is in motion. The provisions of this subsection (3) does not prohibit the usage of a computer, data terminal, or safety equipment in a motor vehicle so long as the computer, data terminal, or safety equipment is not used to display visual entertainment, including internet browsing, social media, and e-mail, to the driver while the motor vehicle is in motion.

(4) No vehicle shall be operated upon any highway unless the driver's vision through any required glass equipment is normal and unobstructed.

(5) No passenger in a vehicle shall ride in such position as to create a hazard for such passenger or others, or to interfere with the driver's view ahead or to the sides, or to interfere with the driver's control over the driving mechanism of the vehicle; nor shall the driver of a vehicle permit any passenger therein to ride in such manner.

(6) No person shall hang on or otherwise attach himself or herself to the outside, top, hood, or fenders of any vehicle, or to any other portion thereof, other than the specific enclosed

portion of such vehicle intended for passengers or while in a sitting position in the cargo area of a vehicle if such area is fully or partially enclosed on all four sides, while the same is in motion; nor shall the operator knowingly permit any person to hang on or otherwise attach himself or herself to the outside, top, hood, or fenders of any vehicle, or any other portion thereof, other than the specific enclosed portion of such vehicle intended for passengers or while in a sitting position in the cargo area of a vehicle if such area is fully or partially enclosed on all four sides, while the same is in motion. This subsection (6) shall not apply to parades, caravans, or exhibitions which are officially authorized or otherwise permitted by law.

(7) The provisions of subsection (6) of this section shall not apply to a vehicle owned by the United States government or any agency or instrumentality thereof, or to a vehicle owned by the state of Colorado or any of its political subdivisions, or to a privately owned vehicle when operating in a governmental capacity under contract with or permit from any governmental subdivision or under permit issued by the public utilities commission of the state of Colorado, when in the performance of their duties persons are required to stand or sit on the exterior of the vehicle and said vehicle is equipped with adequate handrails and safeguards.

(8) Any person who violates any provision of this section commits a class A traffic infraction.

202. Unsafe vehicles - penalty – identification plates.

(1) It is unlawful for any person to drive or move or for the owner to cause or knowingly permit to be driven or moved on any highway any vehicle or combination of vehicles which is in such unsafe condition as to endanger any person, or which does not contain those parts or is not at all times equipped with such lamps and other equipment in proper condition and adjustment as required in this section and sections 204 to 231 and part 3 of this Code, or which is equipped in any manner in violation of said sections and part 3 or for any person to do any act forbidden or fail to perform any act required under said sections and part 3.

(2) The provisions of this section and sections 204 to 231 and part 3 of this Code with respect to equipment on vehicles shall not apply to implements of husbandry or farm tractors, except as made applicable in said sections and part 3.

(3) Nothing in this Code shall be construed to prohibit the use of additional parts and accessories on any vehicle, consistent with the provisions of this Code.

(4)(a) Upon its approval, the department of revenue shall issue an identification plate for each vehicle, motor vehicle, trailer, or item of special mobile machinery, or similar implement of equipment, used in any type of construction business which shall, when said plate is affixed, exempt any such item of equipment, machinery, trailer, or vehicle from all or part of this section and sections 204 to 231 of this Code.

(b) The department of revenue is authorized to promulgate written rules and regulations governing the application for, issuance of, and supervision, administration, and revocation of such identification plates and exemption authority and to prescribe the terms and conditions under which said plates may be issued for each item as set forth in paragraph (a) of this

subsection (4), and the department of revenue, in so doing, shall consider the safety of users of the public streets and highways and the type, nature, and use of such items set forth in paragraph (a) of this subsection (4) for which exemption is sought.

(c) Each exempt item may be moved on the roads, streets, and highways during daylight hours and at such time as vision is not less than five hundred feet. No cargo or supplies shall be hauled upon such exempt item except cargo and supplies used in normal operation of any such item.

(d) The identification plate shall be of a size and type designated and approved by the department. A fee of one dollar shall be charged and collected by the department for the issuance of each such identification plate. All such fees so collected shall be paid to the state treasurer who shall credit the same to the highway users tax fund for allocation and expenditure as specified in section 43-4-205(5.5)(b), C.R.S.

(e) Each such identification plate shall be issued for a calendar year. Application for such identification plates shall be made by the owner, and such plates shall be issued to the owner of each such item described in paragraph (a) of this subsection (4). Whenever the owner transfers, sells, or assigns the owner's interest therein, the exemption of such item shall expire and the owner shall remove the identification plate therefrom and forward the same to the department of revenue.

(f) An owner shall report a lost or damaged identification plate to the department of revenue, and, upon application to and approval by the department of revenue, the department shall issue a replacement plate upon payment to it of a fee of fifty cents.

(g) Notwithstanding the amount specified for any fee in this subsection (4), the executive director of the department of revenue by rule or as otherwise provided by law may reduce the amount of one or more of the fees if necessary pursuant to section 24-75-402(3), C.R.S., to reduce the uncommitted reserves of the fund to which all or any portion of one or more of the fees is credited. After the uncommitted reserves of the fund are sufficiently reduced, the executive director of the department of revenue by rule or as otherwise provided by law may increase the amount of one or more of the fees as provided in section 24-75-402(4), C.R.S.

(5) Any person who violates any provision of this section commits a class A traffic infraction.

203. Unsafe vehicles - spot inspections.

(1) Uniformed police officers, at any time upon reasonable cause, may require the driver of a vehicle to stop and submit such vehicle and its equipment to an inspection and such test with reference thereto as may be appropriate. The fact that a vehicle is an older model vehicle shall not alone constitute reasonable cause. In the event such vehicle is found to be in an unsafe condition or the required equipment is not present or is not in proper repair and adjustment, the officer may give a written notice and issue a summons to the driver. Said notice shall require that such vehicle be placed in safe condition and properly equipped or that its equipment be placed in proper repair and adjustment, the particulars of which shall be specified on said notice.

(2) In the event any such vehicle is, in the reasonable judgment of such police officer, in such condition that further operation would be hazardous, the officer may require, in addition to the instructions set forth in subsection (1) of this section, that the vehicle be moved at the operator's expense and not operated under its own power or that it be driven to the nearest garage or other place of safety.

(3) Every owner or driver upon receiving the notice and summons issued pursuant to subsection (1) of this section or mailed pursuant to paragraph (b) of subsection (4) of this section shall comply therewith and shall secure a certification upon such notice by a law enforcement officer that such vehicle is in safe condition and its equipment has been placed in proper repair and adjustment and otherwise made to conform to the requirements of this Code. Said certification shall be returned to the owner or driver for presentation in court as provided for in subsection (4) of this section.

(4) (a) (I) Except as provided for in subparagraph (II) or subparagraph (III) of this paragraph (a), any owner receiving written notice and a summons pursuant to this section is guilty of a misdemeanor traffic offense and, upon conviction thereof, shall be punished by a fine of one hundred dollars, payable within thirty days after conviction.

(II) If the owner repairs the unsafe condition or installs or adjusts the required equipment within thirty days after issuance of the notice and summons and presents the certification required in subsection (3) of this section to the court of competent jurisdiction, the owner shall be punished by a fine of five dollars.

(III) If the owner submits to the court of competent jurisdiction within thirty days after the issuance of the summons proof that the owner has disposed of the vehicle for junk parts or immobilized the vehicle and also submits to the court the registration and license plates for the vehicle, the owner shall be punished by a fine of five dollars. If the owner wishes to relicense the vehicle in the future, the owner must obtain the certification required in subsection (3) of this section.

(b) (I) Except as provided for in subparagraph (II) of this paragraph (b), any nonowner driver receiving written notice and a summons pursuant to this section is guilty of a misdemeanor traffic offense and, upon conviction thereof, shall be punished by a fine of one hundred dollars, payable within thirty days after conviction.

(II) If the driver submits to the court of competent jurisdiction within thirty days after the issuance of the summons proof that the driver was not the owner of the car at the time the summons was issued and that the driver mailed, within five days of issuance thereof, a copy of the notice and summons by certified mail to the owner of the vehicle at the address on the registration, the driver shall be punished by a fine of five dollars.

(c) Upon a showing of good cause that the required repairs or adjustments cannot be made within thirty days after issuance of the notice and summons, the court of competent jurisdiction may extend the period of time for installation or adjustment of required equipment as may appear justified.

(d) The owner may, in lieu of appearance, submit to the court of competent jurisdiction, within thirty days after the issuance of the notice and summons, the certification specified in subsection (3) of this section and the fine of five dollars.

204. When lighted lamps are required.

(1) Every vehicle upon a highway within this state, between sunset and sunrise and at any other time when, due to insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of one thousand feet ahead, shall display lighted lamps and illuminating devices as required by this Code for different classes of vehicles, subject to exceptions with respect to parked vehicles.

(2) Whenever requirement is declared by this Code as to distance from which certain lamps and devices shall render objects visible or within which such lamps or devices shall be visible, said provisions shall apply during the times stated in subsection (1) of this section in respect to a vehicle without load when upon a straight, level, unlighted highway under normal atmospheric conditions, unless a different time or condition is expressly stated.

(3) Whenever requirement is declared by this Code as to the mounted height of lamps or devices, it shall mean from the center of such lamp or device to the level ground upon which the vehicle stands when such vehicle is without a load.

(4) Any person who violates any provision of this section commits a class A traffic infraction.

205. Head lamps on motor vehicles.

(1) Every motor vehicle other than a motorcycle shall be equipped with at least two head lamps with at least one on each side of the front of the motor vehicle, which head lamps shall comply with the requirements and limitations set forth in sections 202 and 204 to 231 and part 3 of this Code where applicable.

(2) Every motorcycle shall be equipped with at least one and not more than two head lamps that shall comply with the requirements and limitations of sections 202 and 204 to 231 and part 3 of this Code where applicable.

(3) Every head lamp upon every motor vehicle, including every motorcycle, shall be located at a height measured from the center of the head lamp of not more than fifty-four inches nor less than twenty-four inches, to be measured as set forth in section 204 (3).

(4) Any person who violates any provision of this section commits a class B traffic infraction.

206. Tail lamps and reflectors.

(1) Every motor vehicle, trailer, semitrailer, and pole trailer and any other vehicle which is being drawn at the end of a train of vehicles must be equipped with at least one tail lamp mounted on the rear, which, when lighted as required in section 204, emits a red light plainly

visible from a distance of five hundred feet to the rear; except that, in the case of a train of vehicles, only the tail lamp on the rear-most vehicle need actually be seen from the distance specified, and except as provided in section 204. Furthermore, every such vehicle registered in this state and manufactured or assembled after January 1, 1958, must be equipped with at least two tail lamps mounted on the rear, on the same level and as widely spaced laterally as practicable, which, when lighted as required in section 204, comply with the provisions of this section.

(2) Every tail lamp upon every vehicle shall be located at a height of not more than seventy-two inches nor less than twenty inches, to be measured as set forth in section 204 (3).

(3) Either a tail lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of fifty feet to the rear. Any tail lamp, together with any separate lamp for illuminating the rear registration plate, shall be so wired as to be lighted whenever the head lamps or auxiliary driving lamps are lighted.

(4) Every motor vehicle operated on and after January 1, 1958, upon a highway in the state of Colorado must carry on the rear, either as part of a tail lamp or separately, one red reflector meeting the requirements of this section; except that vehicles of the type mentioned in section 207 shall be equipped with reflectors as required in those sections applicable thereto and except as provided in section 204.

(5) Every new motor vehicle sold and operated on and after January 1, 1958, upon a highway shall carry on the rear, whether as a part of the tail lamps or separately, two red reflectors; except that every motorcycle shall carry at least one reflector meeting the requirements of this section, and vehicles of the type mentioned in section 207 shall be equipped with reflectors as required in those sections applicable thereto.

(6) Every reflector shall be mounted on the vehicle at a height of not less than twenty inches nor more than sixty inches, measured as set forth in section 204 (3) and shall be of such size and characteristics and so mounted as to be visible at night from all distances within three hundred fifty feet to one hundred feet from such vehicle when directly in front of lawful upper beams and head lamps; except that visibility from a greater distance is required by law of reflectors on certain types of vehicles.

(7) Any person who violates any provision of this section commits a class B traffic infraction.

207. Clearance and identification.

(1) Every vehicle designed or used for the transportation of property or for the transportation of persons shall display lighted lamps at the times mentioned in section 204 when and as required in this section.

(2) Clearance lamps.

(a) Every motor vehicle or motor-drawn vehicle having a width at any part in excess of eighty inches shall be equipped with four clearance lamps located as follows:

(I) Two on the front and one at each side, displaying an amber light visible from a distance of five hundred feet to the front of the vehicle;

(II) Two on the rear and one at each side, displaying a red light visible only to the rear and visible from a distance of five hundred feet to the rear of the vehicle, which said rear clearance lamps shall be in addition to the rear red lamp required in section 206.

(b) All clearance lamps required shall be placed on the extreme sides and located on the highest stationary support; except that, when three or more identification lamps are mounted on the rear of a vehicle on the vertical center line and at the extreme height of the vehicle, rear clearance lamps may be mounted at optional height.

(c) Any trailer, when operated in conjunction with a vehicle which is properly equipped with front clearance lamps as provided in this section, may be, but is not required to be, equipped with front clearance lamps if the towing vehicle is of equal or greater width than the towed vehicle.

(d) All clearance lamps required in this section shall be of a type approved by the department of revenue.

(3) Side marker lamps.

(a) Every motor vehicle or motor-drawn vehicle or combination of such vehicles which exceeds thirty feet in overall length shall be equipped with four side marker lamps located as follows:

(I) One on each side near the front displaying an amber light visible from a distance of five hundred feet to the side of the vehicle on which it is located;

(II) One on each side near the rear displaying a red light visible from a distance of five hundred feet to the side of the vehicle on which it is located; but the rear marker light shall not be so placed as to be visible from the front of the vehicle.

(b) Each side marker lamp required shall be located not less than fifteen inches above the level on which the vehicle stands.

(c) If the clearance lamps required by this section are of such a design as to display lights visible from a distance of five hundred feet at right angles to the sides of the vehicles, they shall be deemed to meet the requirements as to marker lamps in this subsection (3).

(d) All marker lamps required in this section shall be of a type approved by the department of revenue.

(4) Clearance reflectors.

(a) Every motor vehicle having a width at any part in excess of eighty inches shall be equipped with clearance reflectors located as follows:

(I) Two red reflectors on the rear and one at each side, located not more than one inch from the extreme outside edges of the vehicle;

(II) All such reflectors shall be located not more than sixty inches nor less than fifteen inches above the level on which the vehicle stands.

(b) One or both of the required rear red reflectors may be incorporated within the tail lamp or tail lamps if any such tail lamps meet the location limits specified for reflectors.

(c) All such clearance reflectors shall be of a type approved by the department of revenue.

(5) Side marker reflectors.

(a) Every motor vehicle or motor-drawn vehicle or combination of vehicles which exceeds thirty feet in overall length shall be equipped with four side marker reflectors located as follows:

(I) One amber reflector on each side near the front;

(II) One red reflector on each side near the rear.

(b) Each side marker reflector shall be located not more than sixty inches nor less than fifteen inches above the level on which the vehicle stands.

(c) All such side marker reflectors shall be of a type approved by the department of revenue.

(6) Any person who violates any provision of this section commits a class B traffic infraction.

(7) Nothing in this section shall be construed to supersede any federal motor vehicle safety standard established pursuant to the "National Traffic and Motor Vehicle Safety Act of 1966", Public Law 89-563, as amended.

208. Stop lamps and turn signals.

(1) Every motor vehicle or motor-drawn vehicle shall be equipped with a stop light in good working order at all times and shall meet the requirements of section 215 (1).

2) No person shall sell or offer for sale or operate on the highways any motor vehicle registered in this state and manufactured or assembled after January 1, 1958, unless it is equipped with at least two stop lamps meeting the requirements of section 215 (1); except that a motorcycle manufactured or assembled after said date shall be equipped with at least one stop lamp meeting the requirements of section 215 (1).

(3) No person shall sell or offer for sale or operate on the highways any motor vehicle, trailer, or semitrailer registered in this state and manufactured or assembled after January 1, 1958, and no person shall operate any motor vehicle, trailer, or semitrailer on the highways when the distance from the center of the top of the steering post to the left outside limit of the body, cab, or load of such motor vehicle exceeds twenty-four inches, unless it is equipped with electrical turn signals meeting the requirements of section 215 (2). This subsection (3) shall not apply to any motorcycle or low-power scooter.

(4) Any person who violates any provision of this section commits a class B traffic infraction.

209. Lamp or flag on projecting load.

Whenever the load upon any vehicle extends to the rear four feet or more beyond the bed or body of such vehicle, there shall be displayed at the extreme rear end of the load, at the time specified in section 204, a red light or lantern plainly visible from a distance of at least five hundred feet to the sides and rear. The red light or lantern required under this section shall be in addition to the red rear light required upon every vehicle. At any other time, there shall be displayed at the extreme rear end of such load a red flag or cloth not less than twelve inches square and so hung that the entire area is visible to the driver of a vehicle approaching from the rear. Any person who violates any provision of this section commits a class A traffic infraction.

210. Lamps on parked vehicles.

(1) Whenever a vehicle is lawfully parked upon a highway during the hours between sunset and sunrise and in the event there is sufficient light to reveal any person or object within a distance of one thousand feet upon such highway, no lights need be displayed upon such parked vehicle.

(2) Whenever a vehicle is parked or stopped upon a roadway or shoulder adjacent thereto, whether attended or unattended, during the hours between sunset and sunrise and there is not sufficient light to reveal any person or object within a distance of one thousand feet upon such highway, such vehicle so parked or stopped shall be equipped with one or more operating lamps meeting the following requirements: At least one lamp shall display a white or amber light visible from a distance of five hundred feet to the front of the vehicle, and the same lamp or at least one other lamp shall display a red light visible from a distance of five hundred feet to the

rear of the vehicle, and the location of said lamp or lamps shall always be such that at least one lamp or combination of lamps meeting the requirements of this section is installed as near as practicable to the side of the vehicle that is closer to passing traffic. This subsection (2) shall not apply to a low-power scooter.

(3) Any lighted head lamps upon a parked vehicle shall be depressed or dimmed.

(4) Any person who violates any provision of this section commits a class B traffic infraction.

(5) This section shall not apply to low-speed electric vehicles.

211. Lamps on farm equipment and other vehicles and equipment.

(1) Every farm tractor and every self-propelled farm equipment unit or implement of husbandry not equipped with an electric lighting system shall, at all times mentioned in section 204, be equipped with at least one lamp displaying a white light visible from a distance of not less than five hundred feet to the front of such vehicle and shall also be equipped with at least one lamp displaying a red light visible from a distance of not less than five hundred feet to the rear of such vehicle.

(2) Every self-propelled unit of farm equipment not equipped with an electric lighting system shall, at all times mentioned in section 204, in addition to the lamps required in subsection (1) of this section, be equipped with two red reflectors visible from all distances within six hundred feet to one hundred feet to the rear when directly in front of lawful upper beams of head lamps.

(3) Every combination of farm tractor and towed unit of farm equipment or implement of husbandry not equipped with an electric lighting system shall, at all times mentioned in section 204, be equipped with the following lamps:

(a) At least one lamp mounted to indicate as nearly as practicable to the extreme left projection of said combination and displaying a white light visible from a distance of not less than five hundred feet to the front of said combination;

(b) Two lamps each displaying a red light visible when lighted from a distance of not less than five hundred feet to the rear of said combination or, as an alternative, at least one lamp displaying a red light visible from a distance of not less than five hundred feet to the rear thereof and two red reflectors visible from all distances within six hundred feet to one hundred feet to the rear thereof when illuminated by the upper beams of head lamps.

(4) Every farm tractor and every self-propelled unit of farm equipment or implement of husbandry equipped with an electric lighting system shall, at all times mentioned in section 204, be equipped with two single-beam head lamps meeting the requirements of section 216 or 218, respectively, and at least one red lamp visible from a distance of not less than five hundred feet to the rear; but every such self-propelled unit of farm equipment other than a farm tractor shall have two such red lamps or, as an alternative, one such red lamp and two red reflectors visible from all distances within six hundred feet to one hundred feet when directly in front of lawful upper beams of head lamps.

(5) (a) Every combination of farm tractor and towed farm equipment or towed implement of husbandry equipped with an electric lighting system shall, at all times mentioned in section 204, be equipped with lamps as follows:

(I) The farm tractor element of every such combination shall be equipped as required in subsection (4) of this section.

(II) The towed unit of farm equipment or implement of husbandry element of such combination shall be equipped with two red lamps visible from a distance of not less than five hundred feet to the rear or, as an alternative, two red reflectors visible from all distances within six hundred feet to the rear when directly in front of lawful upper beams of head lamps.

(b) Said combinations shall also be equipped with a lamp displaying a white or amber light, or any shade of color between white and amber, visible from a distance of not less than five hundred feet to the front and a lamp displaying a red light visible when lighted from a distance of not less than five hundred feet to the rear.

(6) The lamps and reflectors required in this section shall be so positioned as to show from front and rear as nearly as practicable the extreme projection of the vehicle carrying them on the side of the roadway used in passing such vehicle. If a farm tractor or a unit of farm equipment, whether self-propelled or towed, is equipped with two or more lamps or reflectors visible from the front or two or more lamps or reflectors visible from the rear, such lamps or reflectors shall be so positioned that the extreme projections, both to the right and to the left of said vehicle, shall be indicated as nearly as practicable.

(7) Every vehicle, including animal-drawn vehicles and vehicles referred to in section 202 (2), not specifically required by the provisions of this Code to be equipped with lamps or other lighting devices shall at all times specified in section 204 be equipped with at least one lamp displaying a white light visible from a distance of not less than five hundred feet to the front of said vehicle and shall also be equipped with two lamps displaying red lights visible from a distance of not less than five hundred feet to the rear of said vehicle or, as an alternative, one lamp displaying a red light visible from a distance of not less than five hundred feet to the rear and two red reflectors visible for distances of one hundred feet to six hundred feet to the rear when illuminated by the upper beams of head lamps.

(8) Any person who violates any provision of this section commits a class B traffic infraction.

212. Spot lamps and auxiliary lamps.

(1) Any motor vehicle may be equipped with not more than two spot lamps, and every lighted spot lamp shall be so aimed and used upon approaching another vehicle that no part of the high intensity portion of the beam will be directed to the left of the prolongation of the extreme left side of the vehicle nor more than one hundred feet ahead of the vehicle.

(2) Any motor vehicle may be equipped with not more than two fog lamps mounted on the front at a height of not less than twelve inches nor more than thirty inches above the level surface upon which the vehicle stands and so aimed that, when the vehicle is not loaded, none of

the high-intensity portion of the light to the left of the center of the vehicle shall at a distance of twenty-five feet ahead project higher than a level of four inches below the level of the center of the lamp from which it comes. Lighted fog lamps meeting the requirements of this subsection (2) may be used with lower head-lamp beams as specified in section 216 (1) (b).

(3) Any motor vehicle may be equipped with not more than two auxiliary passing lamps mounted on the front at a height of not less than twenty inches nor more than forty-two inches above the level surface upon which the vehicle stands. The provisions of section 216 shall apply to any combination of head lamps and auxiliary passing lamps.

(4) Any motor vehicle may be equipped with not more than two auxiliary driving lamps mounted on the front at a height of not less than sixteen inches nor more than forty-two inches above the level surface upon which the vehicle stands. The provisions of section 216 shall apply to any combination of head lamps and auxiliary driving lamps.

(5) Any person who violates any provision of this section commits a class B traffic infraction.

213. Audible and visual signals on emergency vehicles.

(1) Except as otherwise provided in this section or in section 42-4-222, C.R.S. in the case of volunteer fire vehicles and volunteer ambulances, every authorized emergency vehicle shall, in addition to any other equipment and distinctive markings required by this Code, be equipped as a minimum with a siren and a horn. Such devices shall be capable of emitting a sound audible under normal conditions from a distance of not less than five hundred feet.

(2) Every authorized emergency vehicle, except those used as undercover vehicles by governmental agencies, shall, in addition to any other equipment and distinctive markings required by this Code, be equipped with at least one signal lamp mounted as high as practicable, which shall be capable of displaying a flashing, oscillating, or rotating red light to the front and to the rear having sufficient intensity to be visible at five hundred feet in normal sunlight. In addition to the required red light, flashing, oscillating, or rotating signal lights may be used which emit blue, white, or blue in combination with white.

(3) A police vehicle, when used as an authorized emergency vehicle, may but need not be equipped with the red lights specified in this section.

(4) Any authorized emergency vehicle, including those authorized by section 222, may be equipped with green flashing lights, mounted at sufficient height and having sufficient intensity to be visible at five hundred feet in all directions in normal daylight. Such lights may only be used at the single designated command post at any emergency location or incident and only when such command post is stationary. The single command post shall be designated by the on-scene incident commander in accordance with local or state government emergency plans. Any other use of a green light by a vehicle shall constitute a violation of this section.

(5) The use of either the audible or the visual signal equipment described in this section shall impose upon drivers of other vehicles the obligation to yield right-of-way and stop as prescribed in section 705.

(6) Any person who violates any provision of this section commits a class A traffic infraction.

214. Visual signals on service vehicles.

(1) Except as otherwise provided in this section, on or after January 1, 1978, every authorized service vehicle shall, in addition to any other equipment required by this Code, be equipped with one or more warning lamps mounted as high as practicable, which shall be capable of displaying in all directions one or more flashing, oscillating, or rotating yellow lights. Only yellow and no other color or combination of colors shall be used as a warning lamp on an authorized service vehicle; except that an authorized service vehicle snowplow operated by a general purpose government may also be equipped with and use no more than two flashing, oscillating, or rotating blue lights as warning lamps. Lighted directional signs used by police and highway departments to direct traffic need not be visible except to the front and rear. Such lights shall have sufficient intensity to be visible at five hundred feet in normal sunlight.

(2) The warning lamps authorized in subsection (1) of this section shall be activated by the operator of an authorized service vehicle only when the vehicle is operating upon the roadway so as to create a hazard to other traffic. The use of such lamps shall not relieve the operator from the duty of using due care for the safety of others or from the obligation of using any other safety equipment or protective devices that are required by this Code. Service vehicles authorized to operate also as emergency vehicles shall also be equipped to comply with signal requirements for emergency vehicles.

(3) Whenever an authorized service vehicle is performing its service function and is displaying lights as authorized in subsection (1) of this section, drivers of all other vehicles shall exercise more than ordinary care and caution in approaching, overtaking, or passing such service vehicle and, in the case of highway and traffic maintenance equipment engaged in work upon the highway, shall comply with the instructions of section 712.

(4) On or after January 1, 1978, only authorized service vehicles shall be equipped with the warning lights authorized in subsection (1) of this section.

(5) The department of transportation shall determine by rule which types of vehicles render an essential public service when operating on or along a roadway and warrant designation as authorized service vehicles under specified conditions, including, without limitation, vehicles that sell or apply chains or other equipment to motor vehicles necessary to enable compliance with section 106.

(6) Any person who violates any provision of this section commits a class B traffic infraction.

215. Signal lamps and devices – additional lighting equipment.

(1) Any motor vehicle may be equipped, and when required under this Code shall be equipped, with a stop lamp or lamps on the rear of the vehicle which, except as provided in section 204, shall display a red or amber light, or any shade of color between red and amber,

visible from a distance of not less than one hundred feet to the rear in normal sunlight, and which shall be actuated upon application of the service (foot) brake, and which may but need not be incorporated with one or more other rear lamps. Such stop lamp or lamps may also be automatically actuated by a mechanical device when the vehicle is reducing speed or stopping. If two or more stop lamps are installed on any motor vehicle, any device actuating such lamps shall be so designed and installed that all stop lamps are actuated by such device.

(2) Any motor vehicle may be equipped, and when required under this Code shall be equipped, with lamps showing to the front and rear for the purpose of indicating an intention to turn either to the right or to the left. Such lamps showing to the front shall be located on the same level and as widely spaced laterally as practicable and when in use shall display a white or amber light, or any shade of color between white and amber, visible from a distance of not less than one hundred feet to the front in normal sunlight, and the lamps showing to the rear shall be located at the same level and as widely spaced laterally as practicable and, except as provided in section 204, when in use shall display a red or amber light, or any shade of color between red and amber, visible from a distance of not less than one hundred feet to the rear in normal sunlight. When actuated, such lamps shall indicate the intended direction of turning by flashing the light showing to the front and rear on the side toward which the turn is made.

(3) No stop lamp or signal lamp shall project a glaring or dazzling light.

(4) Any motor vehicle may be equipped with not more than two side cowl or fender lamps which shall emit an amber or white light without glare.

(5) Any motor vehicle may be equipped with not more than one runningboard courtesy lamp on each side thereof, which shall emit a white or amber light without glare.

(6) Any motor vehicle may be equipped with not more than two back-up lamps either separately or in combination with other lamps, but no such back-up lamp shall be lighted when the motor vehicle is in forward motion.

(7) Any vehicle may be equipped with lamps which may be used for the purpose of warning the operators of other vehicles of the presence of a vehicular traffic hazard requiring the exercise of unusual care in approaching, overtaking, or passing and, when so equipped and when the said vehicle is not in motion or is being operated at a speed of twenty-five miles per hour or less and at no other time, may display such warning in addition to any other warning signals required by this Code. The lamps used to display such warning to the front shall be mounted at the same level and as widely spaced laterally as practicable and shall display simultaneously flashing white or amber lights, or any shade of color between white and amber. The lamps used to display such warning to the rear shall be mounted at the same level and as widely spaced laterally as practicable and, except as provided in section 204, shall show simultaneously flashing amber or red lights, or any shade of color between amber and red. These warning lights shall be visible from a distance of not less than five hundred feet under normal atmospheric conditions at night.

(8) Any vehicle eighty inches or more in overall width may be equipped with not more than three identification lamps showing to the front which shall emit an amber light without glare

and not more than three identification lamps showing to the rear which shall emit a red light without glare. Such lamps shall be mounted horizontally.

(9) Any person who violates any provision of this section commits a class B traffic infraction.

215.5. Signal lamps and devices – street rod vehicles and custom motor vehicles.

Repealed.

216. Multiple-beam road lights.

(1) Except as provided in this Code, the head lamps or the auxiliary driving lamp or the auxiliary passing lamp or combination thereof on motor vehicles, other than motorcycles or low-power scooters, shall be so arranged that the driver may select at will between distributions of light projected to different elevations, and such lamps may, in addition, be so arranged that such selection can be made automatically, subject to the following limitations:

(a) There shall be an uppermost distribution of light or composite beam so aimed and of such intensity as to reveal persons and vehicles at a distance of at least three hundred fifty feet ahead for all conditions of loading.

(b) There shall be a lowermost distribution of light or composite beam so aimed and of sufficient intensity to reveal persons and vehicles at a distance of at least one hundred feet ahead; and on a straight level road under any condition of loading, none of the high-intensity portion of the beam shall be directed to strike the eyes of an approaching driver.

(1.5) Head lamps arranged to provide a single distribution of light not supplemented by auxiliary driving lamps shall be permitted for low-speed electric vehicles in lieu of multiple beam, road-lighting equipment specified in this section if the single distribution of light complies with paragraph (b) of subsection (1) of this section.

(2) A new motor vehicle, other than a motorcycle or low-power scooter, that has multiple beam road-lighting equipment, shall be equipped with a beam indicator, which shall be lighted whenever the uppermost distribution of light from the head lamps is in use and shall not otherwise be lighted. Said indicator shall be so designed and located that when lighted it will be readily visible without glare to the driver of the vehicle so equipped.

(3) Any person who violates any provision of this section commits a class B traffic infraction.

217. Use of multiple-beam lights.

(1) Whenever a motor vehicle is being operated on a roadway or shoulder adjacent thereto during the times specified in section 204, the driver shall use a distribution of light, or composite beam, directed high enough and of sufficient intensity to reveal persons and vehicles at a safe distance in advance of the vehicle, subject to the following requirements and limitations:

(a) Whenever a driver of a vehicle approaches an oncoming vehicle within five hundred feet, such driver shall use a distribution of light or composite beam so aimed that the glaring rays

are not projected into the eyes of the oncoming driver. The lowermost distribution of light or composite beam specified in section 216 (1)(b) shall be deemed to avoid glare at all times, regardless of road contour and loading.

(b) Whenever the driver of a vehicle follows another vehicle within two hundred feet to the rear, except when engaged in the act of overtaking and passing, such driver shall use a distribution of light permissible under this title other than the uppermost distribution of light specified in section 216 (1) (a).

(c) A low-speed electric vehicle may use the distribution of light authorized in section 216 (1.5).

(2) Any person who violates any provision of this section commits a class A traffic infraction.

218. Single-beam road-lighting equipment.

(1) Head lamps arranged to provide a single distribution of light not supplemented by auxiliary driving lamps shall be permitted on motor vehicles manufactured and sold prior to July 15, 1936, in lieu of multiple-beam road-lighting equipment specified in section 216 if the single distribution of light complies with the following requirements and limitations:

(a) The head lamps shall be so aimed that when the vehicle is not loaded none of the high-intensity portion of the light shall, at a distance of twenty-five feet ahead, project higher than a level of five inches below the level of the center of the lamp from which it comes and in no case higher than forty-two inches above the level on which the vehicle stands at a distance of seventy-five feet ahead.

(b) The intensity shall be sufficient to reveal persons and vehicles at a distance of at least two hundred feet.

(2) Any person who violates any provision of this section commits a class B traffic infraction.

219. Number of lamps permitted.

Whenever a motor vehicle equipped with head lamps as required in this Code is also equipped with any auxiliary lamps or a spot lamp or any other lamp on the front thereof projecting a beam of an intensity greater than three hundred candlepower, not more than a total of four of any such lamps on the front of a vehicle shall be lighted at any one time when upon a highway. Any person who violates any provision of this section commits a class B traffic infraction.

220. Low-power scooters – lighting equipment - department control - use and operation.

(1) (a) A low-power scooter when in use at the times specified in section 204 shall be equipped with a lamp on the front that shall emit a white light visible from a distance of at least five hundred feet to the front and with a red reflector on the rear, of a type approved by the department, that shall be visible from all distances from fifty feet to three hundred feet to the rear

when directly in front of lawful upper beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred feet to the rear may be used in addition to the red reflector.

(b) No person shall operate a low-power scooter unless it is equipped with a bell or other device capable of giving a signal audible for a distance of at least one hundred feet; except that a low-power scooter shall not be equipped with nor shall any person use upon a low-power scooter a siren or whistle.

(c) A low-power scooter shall be equipped with a brake that will enable the operator to make the braked wheels skid on dry, level, clean pavement.

(2) (Deleted by amendment, L. 2009, (HB 09-1026), ch. 281, p. 1274, § 44, effective October 1, 2009.)

(3) (a) Any lighted lamp or illuminating device upon a motor vehicle, other than head lamps, spot lamps, auxiliary lamps, flashing turn signals, emergency vehicle warning lamps, and school bus warning lamps, which projects a beam of light of an intensity greater than three hundred candlepower shall be so directed that no part of the high-intensity portion of the beam will strike the level of the roadway on which the vehicle stands at a distance of more than seventy-five feet from the vehicle.

(b) Repealed.

(c) This subsection (3) shall not be construed to prohibit the use on any vehicle of simultaneously flashing hazard warning lights as provided by section 215 (7).

(4) No person shall have for sale, sell, or offer for sale, for use upon or as a part of the equipment of a motor vehicle, trailer, or semitrailer or for use upon any such vehicle, any head lamp, auxiliary or fog lamp, rear lamp, signal lamp, or reflector, which reflector is required under this Code, or parts of any of the foregoing which tend to change the original design or performance thereof, unless of a type which has been approved by the department of revenue.

(5) No person shall have for sale, sell, or offer for sale, for use upon or as a part of the equipment of a motor vehicle, trailer, or semitrailer, any lamp or device mentioned in this section which has been approved by the department unless such lamp or device bears thereon the trademark or name under which it is approved so as to be legible when installed.

(6) No person shall use upon any motor vehicle, trailer, or semitrailer any lamps mentioned in this section unless said lamps are mounted, adjusted, and aimed in accordance with instructions of the department of revenue.

(7) Any person who violates any provision of this section commits a class B traffic infraction.

221. Bicycle and personal mobility device equipment.

(1) No other provision of this part 2 and no provision of part 3 of this Code shall apply to a bicycle, electrical assisted bicycle, or EPAMD or to equipment for use on a bicycle, electrical assisted bicycle, or EPAMD except those provisions in this Code made specifically applicable to such a vehicle.

(2) Every bicycle, electrical assisted bicycle, or EPAMD in use at the times described in section 204 shall be equipped with a lamp on the front emitting a white light visible from a distance of at least five hundred feet to the front.

(3) Every bicycle, electrical assisted bicycle, or EPAMD shall be equipped with a red reflector of a type approved by the department, which shall be visible for six hundred feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle.

(4) Every bicycle, electrical assisted bicycle, or EPAMD when in use at the times described in section 204 shall be equipped with reflective material of sufficient size and reflectivity to be visible from both sides for six hundred feet when directly in front of lawful lower beams of head lamps on a motor vehicle or, in lieu of such reflective material, with a lighted lamp visible from both sides from a distance of at least five hundred feet.

(5) A bicycle, electrical assisted bicycle, or EPAMD or its rider may be equipped with lights or reflectors in addition to those required by subsections (2) to (4) of this section.

(6) A bicycle or electrical assisted bicycle shall not be equipped with, nor shall any person use upon a bicycle or electrical assisted bicycle, any siren or whistle.

(7) Every bicycle or electrical assisted bicycle shall be equipped with a brake or brakes that will enable its rider to stop the bicycle or electrical assisted bicycle within twenty-five feet from a speed of ten miles per hour on dry, level, clean pavement.

(8) A person engaged in the business of selling bicycles or electrical assisted bicycles at retail shall not sell any bicycle or electrical assisted bicycle unless the bicycle or electrical assisted bicycle has an identifying number permanently stamped or cast on its frame.

(9)(a) On or after January 1, 2018, every manufacturer or distributor of new electrical assisted bicycles intended for sale or distribution in this state shall permanently affix to each electrical assisted bicycle, in a prominent location, a label that contains the classification number, top assisted speed, and motor wattage of the electrical assisted bicycle. The label must be printed in the Arial font in at least nine-point type.

(b) A person shall not knowingly modify an electrical assisted bicycle so as to change the speed capability or motor engagement of the electrical assisted bicycle without also appropriately replacing, or causing to be replaced, the label indicating the classification required by subsection (9)(a) of this section.

(10) (a) An electrical assisted bicycle must comply with the equipment and manufacturing requirements for bicycles adopted by the United States consumer product safety commission and codified at 16 CFR 1512 or its successor regulation.

(b) A class 2 electrical assisted bicycle must operate in a manner so that the electric motor is disengaged or ceases to function when the brakes are applied. Class 1 and class 3 electrical assisted bicycles must be equipped with a mechanism or circuit that cannot be bypassed and that causes the electric motor to disengage or cease to function when the rider stops pedaling.

(c) A class 3 electrical assisted bicycle must be equipped with a speedometer that displays, in miles per hours, the speed the electrical assisted bicycle is traveling.

(11) A person who violated this section commits a class B traffic infraction.

222. Volunteer firefighters – volunteer ambulance attendants - special lights and alarm systems.

(1) (a) All members of volunteer fire departments regularly attached to the fire departments organized within incorporated towns, counties, cities, and fire protection districts and all members of a volunteer ambulance service regularly attached to a volunteer ambulance service within an area that the ambulance service would be reasonably expected to serve may have their private automobiles equipped with a signal lamp or a combination of signal lamps capable of displaying flashing, oscillating, or rotating red lights visible to the front and rear at five hundred feet in normal sunlight. In addition to the red light, flashing, oscillating, or rotating signal lights may be used that emit white or white in combination with red lights. At least one of such signal lamps or combination of signal lamps shall be mounted on the top of the automobile. Said automobiles may be equipped with audible signal systems such as sirens, whistles, or bells. Said lights, together with any signal systems authorized by this subsection (1), may be used only as authorized by subsection (3) of this section or when a member of a fire department is responding to or attending a fire alarm or other emergency or when a member of an ambulance service is responding to an emergency requiring the member's services. Except as authorized in subsection (3) of this section, neither such lights nor such signals shall be used for any other purpose than those set forth in this subsection (1). If used for any other purpose, such use shall constitute a violation of this subsection (1), and the violator commits a class B traffic infraction.

(b) Notwithstanding the provisions of paragraph (a) of this subsection (1), a member of a volunteer fire department or a volunteer ambulance service may equip his or her private automobile with the equipment described in paragraph (a) of this subsection (1) only after receiving a permit for the equipment from the fire chief of the fire department or chief executive officer of the ambulance service through which the volunteer serves.

(2) (Deleted by amendment, L. 96, p. 957, § 3, effective July 1, 1996.)

(3) A fire engine collector or member of a fire department may use the signal system authorized by subsection (1) of this section in a funeral, parade, or for other special purposes if the circumstances would not lead a reasonable person to believe that such vehicle is responding to an actual emergency.

223. Brakes.

(1) Brake equipment required:

(a) Every motor vehicle, other than a motorcycle, when operated upon a highway shall be equipped with brakes adequate to control the movement of and to stop and hold such vehicle, including two separate means of applying the brakes, each of which means shall be effective to apply the brakes to at least two wheels. If these two separate means of applying the brakes are

connected in any way, they shall be so constructed that failure of any one part of the operating mechanism shall not leave the motor vehicle without brakes on at least two wheels.

(b) Every motorcycle and low-power scooter, when operated upon a highway, shall be equipped with at least one brake, which may be operated by hand or foot.

(c) Every trailer or semitrailer of a gross weight of three thousand pounds or more, when operated upon a highway, shall be equipped with brakes adequate to control the movement of and to stop and to hold such vehicle and so designed as to be applied by the driver of the towing motor vehicle from the cab, and said brakes shall be so designed and connected that in case of an accidental breakaway of the towed vehicle the brakes shall be automatically applied. The provisions of this paragraph (c) shall not be applicable to any trailer which does not meet the definition of "commercial vehicle" as that term is defined in section 235 (1) (a) and which is owned by a farmer when transporting agricultural products produced on the owner's farm or supplies back to the farm of the owner of the trailer, tank trailers not exceeding ten thousand pounds gross weight used solely for transporting liquid fertilizer or gaseous fertilizer under pressure, or distributor trailers not exceeding ten thousand pounds gross weight used solely for transporting and distributing dry fertilizer when hauled by a truck capable of stopping within the distance specified in subsection (2) of this section.

(d) Every motor vehicle, trailer, or semitrailer constructed or sold in this state or operated upon the highways shall be equipped with service brakes upon all wheels of every such vehicle; except that:

(I) Any trailer or semitrailer of less than three thousand pounds gross weight, or any horse trailer of a capacity of two horses or less, or any trailer which does not meet the definition of "commercial vehicle" as that term is defined in section 235 (1) (a) and which is owned by a farmer when transporting agricultural products produced on the owner's farm or supplies back to the farm of the owner of the trailer, or tank trailers not exceeding ten thousand pounds gross weight used solely for transporting liquid fertilizer or gaseous fertilizer under pressure, or distributor trailers not exceeding ten thousand pounds gross weight used solely for transporting and distributing dry fertilizer when hauled by a truck capable of stopping with loaded trailer attached in the distance specified by subsection (2) of this section need not be equipped with brakes, and any two-wheel motor vehicle need have brakes on only one wheel.

(II) Any truck or truck tractor, manufactured before July 25, 1980, and having three or more axles, need not have brakes on the wheels of the front or tandem steering axles if the brakes on the other wheels meet the performance requirements of subsection (2) of this section.

(III) Every trailer or semitrailer of three thousand pounds or more gross weight must have brakes on all wheels.

(e) Provisions of this subsection (1) shall not apply to manufactured homes.

(2) Performance ability of brakes:

(a) The service brakes upon any motor vehicle or combination of vehicles shall be adequate to stop such vehicle when traveling twenty miles per hour within a distance of forty feet

when upon dry asphalt or concrete pavement surface free from loose material where the grade does not exceed one percent.

(b) Under the conditions stated in paragraph (a) of this subsection (2), the hand brakes shall be adequate to stop such vehicle within a distance of fifty-five feet, and said hand brake shall be adequate to hold such vehicle stationary on any grade upon which operated.

(c) Under the conditions stated in paragraph (a) of this subsection (2), the service brakes upon a motor vehicle equipped with two-wheel brakes only, when permitted under this section, shall be adequate to stop the vehicle within a distance of fifty-five feet.

(d) All braking distances specified in this section shall apply to all vehicles mentioned, whether such vehicles are not loaded or are loaded to the maximum capacity permitted under this title.

(e) All brakes shall be maintained in good working order and shall be so adjusted as to operate as equally as possible with respect to the wheels on opposite sides of the vehicle.

(2.5) The department of public safety is specifically authorized to adopt rules relating to the use of surge brakes.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

224. Horns or warning devices.

(1) Every motor vehicle, when operated upon a highway, shall be equipped with a horn in good working order and capable of emitting sound audible under normal conditions from a distance of not less than two hundred feet, but no horn or other warning device shall emit an unreasonably loud or harsh sound, except as provided in section 213(1) in the case of authorized emergency vehicles or as provided in section 222. The driver of a motor vehicle, when reasonably necessary to ensure safe operation, shall give audible warning with the horn but shall not otherwise use such horn when upon a highway.

(2) No vehicle shall be equipped with nor shall any person use upon a vehicle any audible device except as otherwise permitted in this section. It is permissible but not required that any vehicle be equipped with a theft alarm signal device which is so arranged that it cannot be used by the driver as a warning signal unless the alarm device is a required part of the vehicle. Nothing in this section is meant to preclude the use of audible warning devices that are activated when the vehicle is backing. Any authorized emergency vehicle may be equipped with an audible signal device under section 213 (1), but such device shall not be used except when such vehicle is operated in response to an emergency call or in the actual pursuit of a suspected violator of the law or for other special purposes, including, but not limited to, funerals, parades, and the escorting of dignitaries. Such device shall not be used for such special purposes unless the circumstances would not lead a reasonable person to believe that such vehicle is responding to an actual emergency.

(3) No bicycle, electrical assisted bicycle, or low-power scooter shall be equipped with nor shall any person use upon such vehicle a siren or whistle.

(4) Snowplows and other snow-removal equipment shall display flashing yellow lights meeting the requirements of section 214 as a warning to drivers when such equipment is in service on the highway.

(5) (a) When any snowplow or other snow removal equipment displaying flashing yellow lights is engaged in snow and ice removal or control, drivers of all other vehicles shall exercise more than ordinary care and caution in approaching, overtaking, or passing such snowplow.

(b) The driver of a snowplow, while engaged in the removal or control of snow and ice on any highway open to traffic and while displaying the required flashing yellow warning lights as provided by section 214, shall not be charged with any violation of the provisions of this Code relating to parking or standing, turning, backing, or yielding the right-of-way. These exemptions shall not relieve the driver of a snowplow from the duty to drive with due regard for the safety of all persons, nor shall these exemptions protect the driver of a snowplow from the consequences of a reckless or careless disregard for the safety of others.

(6) Any person who violates any provision of this section commits a class B traffic infraction.

225. Mufflers - prevention of noise.

(1) Every motor vehicle subject to registration and operated on a highway shall at all times be equipped with an adequate muffler in constant operation and properly maintained to prevent any excessive or unusual noise, and no such muffler or exhaust system shall be equipped with a cut-off, bypass, or similar device. No person shall modify the exhaust system of a motor vehicle in a manner which will amplify or increase the noise emitted by the motor of such vehicle above that emitted by the muffler originally installed on the vehicle, and such original muffler shall comply with all of the requirements of this section.

(1.5) Any commercial vehicle, as defined in section 235 (1) (a), subject to registration and operated on a highway, that is equipped with an engine compression brake device is required to have a muffler.

(2) A muffler is a device consisting of a series of chamber or baffle plates or other mechanical design for the purpose of receiving exhaust gas from an internal combustion engine and effective in reducing noise.

(3) Any person who violates subsection (1) of this section commits a class B traffic infraction. Any person who violates subsection (1.5) of this section shall, upon conviction, be punished by a fine of five hundred dollars. Fifty percent of any fine for a violation of subsection (1.5) of this section occurring within the corporate limits of a city or town, or within the unincorporated area of a county, shall be transmitted to the treasurer or chief financial officer of said city, town, or county, and the remaining fifty percent shall be transmitted to the state treasurer, credited to the highway users tax fund, and allocated and expended as specified in §§43-4-205(5.5)(a), C.R.S.

(4) This section shall not apply to electric motor vehicles.

226. Mirrors - exterior placements.

(1) Every motor vehicle shall be equipped with a mirror or mirrors so located and so constructed as to reflect to the driver a free and unobstructed view of the highway for a distance of at least two hundred feet to the rear of such vehicle.

(2) Whenever any motor vehicle is not equipped with a rear window and rear side windows or has a rear window and rear side windows composed of, covered by, or treated with any material or component that, when viewed from the position of the driver, obstructs the rear view of the driver or makes such window or windows nontransparent, or whenever any motor vehicle is towing another vehicle or trailer or carrying any load or cargo or object that obstructs the rear view of the driver, such vehicle shall be equipped with an exterior mirror on each side so located with respect to the position of the driver as to comply with the visual requirement of subsection (1) of this section.

(3) Any person who violates any provision of this section commits a class B traffic infraction.

227. Windows unobstructed – certain materials prohibited - windshield wiper requirements.

(1) (a) (I) Except as provided in this paragraph (a), no person shall operate any motor vehicle registered in Colorado on which any window, except the windshield, is composed of, covered by, or treated with any material or component which presents an opaque, nontransparent, or metallic or mirrored appearance in such a way that it allows less than twenty-seven percent light transmittance. The windshield shall allow seventy percent light transmittance.

(II) The provisions of this paragraph (a) shall not apply to the windows to the rear of the driver, including the rear window, on any motor vehicle; however, if such windows allow less than twenty-seven percent light transmittance, then the front side windows and the windshield on such vehicles shall allow seventy percent light transmittance.

(III) A law enforcement vehicle may have its windows, except the windshield, treated in such a manner so as to allow less than twenty-seven percent light transmittance only for the purpose of providing a valid law enforcement service. A law enforcement vehicle with such window treatment shall not be used for any traffic law enforcement operations, including operations concerning any offense in this article. For purposes of this subparagraph (III), "law enforcement vehicle" means a vehicle owned or leased by a state or local law enforcement agency. The treatment of the windshield of a law enforcement vehicle is subject to the limits described in paragraph (b) of this subsection (1).

(b) Notwithstanding any provision of paragraph (a) of this subsection (1), nontransparent material may be applied, installed, or affixed to the topmost portion of the windshield subject to the following:

(I) The bottom edge of the material extends no more than four inches measured from the top of the windshield down;

(II) The material is not red or amber in color, nor does it affect perception of primary colors or otherwise distort vision or contain lettering that distorts or obstructs vision;

(III) The material does not reflect sunlight or headlight glare into the eyes of occupants of oncoming or preceding vehicles to any greater extent than the windshield without the material.

(c) Nothing in this subsection (1) shall be construed to prevent the use of any window which is composed of, covered by, or treated with any material or component in a manner approved by federal statute or regulation if such window was included as a component part of a vehicle at the time of the vehicle manufacture, or the replacement of any such window by such covering which meets such guidelines.

(d) No material shall be used on any window in the motor vehicle that presents a metallic or mirrored appearance.

(e) Nothing in this subsection (1) shall be construed to deny or prevent the use of certificates or other papers which do not obstruct the view of the driver and which may be required by law to be displayed.

(2) The windshield on every motor vehicle shall be equipped with a device for cleaning rain, snow, or other moisture from the windshield, which device shall be so constructed as to be controlled or operated by the driver of the vehicle.

(3) (a) Except as provided in paragraph (b) of this subsection (3), any person who violates any provision of this section commits a class B traffic infraction.

(b) Any person who installs, covers, or treats a windshield or window so that the windshield or window does not meet the requirements of paragraph (a) of subsection (1) of this section is guilty of a misdemeanor and shall be punished by a fine of not less than five hundred dollars nor more than five thousand dollars.

(4) This section shall apply to all motor vehicles; except that subsection (2) of this section shall not apply to low-speed electric vehicles.

228. Restrictions on tire equipment.

(1) Every solid rubber tire on a vehicle shall have rubber on its entire traction surface at least one inch thick above the edge of the flange of the entire periphery.

(2) No person shall operate or move on any highway any motor vehicle, trailer, or semitrailer having any metal tire in contact with the roadway, and it is unlawful to operate upon the highways of this state any motor vehicle, trailer, or semitrailer equipped with solid rubber tires.

(3) No tire on a vehicle moved on a highway shall have on its periphery any block, stud, flange, cleat, or spike or any other protuberances of any material other than rubber which projects beyond the tread on the traction surface of the tire; except that, on single-tired passenger vehicles and on other single-tired vehicles with rated capacities up to and including three-fourths ton, it shall be permissible to use tires containing studs or other protuberances which do not project more than one-sixteenth of an inch beyond the tread of the traction surface of the tire; and except that it shall be permissible to use farm machinery with tires having protuberances which

will not injure the highway; and except also that it shall be permissible to use tire chains of reasonable proportions upon any vehicle when required for safety because of snow, ice, or other conditions tending to cause a vehicle to skid.

(4) The department of transportation and local authorities in their respective jurisdictions, in their discretion, may issue special permits authorizing the operation upon a highway of traction engines or tractors having movable tracks with transverse corrugations upon the periphery of such movable tracks or farm tractors or other farm machinery, the operation of which upon a highway would otherwise be prohibited under this Code.

(5) (a) No person shall drive or move a motor vehicle on any highway unless such vehicle is equipped with tires in safe operating condition in accordance with this subsection (5) and any supplemental rules and regulations promulgated by the executive director of the department.

(b) The executive director of the department shall promulgate such rules as the executive director deems necessary setting forth requirements of safe operating conditions for tires. These rules shall be utilized by law enforcement officers for visual inspection of tires and shall include methods for simple gauge measurement of tire tread depth.

(c) A tire shall be considered unsafe if it has:

(I) Any bump, bulge, or knot affecting the tire structure;

(II) A break which exposes a tire body cord or is repaired with a boot or patch;

(III) A tread depth of less than two thirty-seconds of an inch measured in any two tread grooves at three locations equally spaced around the circumference of the tire, or, on those tires with tread wear indicators, a tire shall be considered unsafe if it is worn to the point that the tread wear indicators contact the road in any two-tread grooves at three locations equally spaced around the circumference of the tire; except that this subparagraph (III) shall not apply to tires on a commercial vehicle as such term is defined in section 235 (1) (a); or

(IV) Such other conditions as may be reasonably demonstrated to render it unsafe.

(6) No passenger car tire shall be used on any motor vehicle which is driven or moved on any highway if such tire was designed or manufactured for non-highway use.

(7) No person shall sell any motor vehicle for highway use unless the vehicle is equipped with tires that are in compliance with subsections (5) and (6) of this section and any rules of safe operating condition promulgated by the department.

(8) (a) Any person who violates any provision of subsection (1), (2), (3), (5), or (6) of this section commits a class A traffic infraction.

(b) Any person who violates any provision of subsection (7) of this section commits a class 2 misdemeanor traffic offense.

229. Safety glazing material in motor vehicles.

(1) No person shall sell any new motor vehicle, nor shall any new motor vehicle be registered, unless such vehicle is equipped with safety glazing material of a type approved by the department for any required front windshield and wherever glazing material is used in doors and

windows of said motor vehicle. This section shall apply to all passenger-type motor vehicles, including passenger buses and school buses, but, in respect to camper coaches and trucks, including truck tractors, the requirements as to safety glazing material shall apply only to all glazing material used in required front windshields and that used in doors and windows in the drivers' compartments and such other compartments as are lawfully occupied by passengers in said vehicles.

(2) The term "safety glazing materials" means such glazing materials as will reduce substantially, in comparison with ordinary sheet glass or plate glass, the likelihood of injury to persons by objects from exterior sources or by these safety glazing materials when they may be cracked or broken.

(3) The department shall compile and publish a list of types of glazing material by name approved by it as meeting the requirements of this section, and the department shall not, after January 1, 1958, register any motor vehicle which is subject to the provisions of this section unless it is equipped with an approved type of safety glazing material, and the department shall suspend the registration of any motor vehicle subject to this section which is found to be not so equipped until it is made to conform to the requirements of this section.

(4) No person shall operate a motor vehicle on any highway within this state unless the vehicle is equipped with a front windshield as provided in this section, except as provided in section 232 (1) and except for motor vehicles registered as collectors' items under sections 42-12-301 or 42-12-302, C.R.S.

(5) Any person who violates any provision of this section commits a class B traffic infraction.

230. Emergency lighting equipment - who must carry.

(1) No motor vehicle carrying a truck license and weighing six thousand pounds or more and no passenger bus shall be operated over the highways of this state at any time without carrying in an accessible place inside or on the outside of the vehicle three bidirectional emergency reflective triangles of a type approved by the department, but the use of such equipment is not required in municipalities where there are street lights within not more than one hundred feet.

(2) Whenever a motor vehicle referred to in subsection (1) of this section is stopped upon the traveled portion of a highway or the shoulder of a highway for any cause other than necessary traffic stops, the driver of the stopped motor vehicle shall immediately activate the vehicular hazard warning signal flashers and continue the flashing until the driver places the bidirectional emergency reflective triangles as directed in subsection (3) of this section.

(3) Except as provided in subsection (2) of this section, whenever a motor vehicle referred to in subsection (1) of this section is stopped upon the traveled portion of a highway or the shoulder of a highway for any cause other than necessary traffic stops, the driver shall, as soon as possible, but in any event within ten minutes, place the bidirectional emergency reflective triangles in the following manner:

(a) One at the traffic side of the stopped vehicle, within ten feet of the front or rear of the vehicle;

(b) One at a distance of approximately one hundred feet from the stopped vehicle in the center of the traffic lane or shoulder occupied by the vehicle and in the direction toward traffic approaching in that lane; and

(c) One at a distance of approximately one hundred feet from the stopped vehicle in the opposite direction from those placed in accordance with paragraphs (a) and (b) of this subsection (3) in the center of the traffic lane or shoulder occupied by the vehicle; or

(d) If the vehicle is stopped within five hundred feet of a curve, crest of a hill, or other obstruction to view, the driver shall place the emergency equipment required by this subsection (3) in the direction of the obstruction to view at a distance of one hundred feet to five hundred feet from the stopped vehicle so as to afford ample warning to other users of the highway; or

(e) If the vehicle is stopped upon the traveled portion or the shoulder of a divided or one-way highway, the driver shall place the emergency equipment required by this subsection (3), one at a distance of two hundred feet and one at a distance of one hundred feet in a direction toward approaching traffic in the center of the lane or shoulder occupied by the vehicle, and one at the traffic side of the vehicle within ten feet of the rear of the vehicle.

(4) No motor vehicle operating as a tow truck, as defined in section 40-10.1-101(21), C.R.S., at the scene of an accident shall move or attempt to move any wrecked vehicle without first complying with those sections of the law concerning emergency lighting.

(5) Any person who violates any provision of this section commits a class B traffic infraction.

231. Parking lights.

When lighted lamps are required by section 204, no vehicle shall be driven upon a highway with the parking lights lighted except when the lights are being used as signal lamps and except when the head lamps are lighted at the same time. Parking lights are those lights permitted by section 215 and any other lights mounted on the front of the vehicle, designed to be displayed primarily when the vehicle is parked. Any person who violates any provision of this section commits a class B traffic infraction.

232. Minimum safety standards for motorcycles and low-power scooters.

(1) (a) Except as provided in paragraph (b) of this subsection (1), a person shall not drive a motorcycle or low-power scooter on a public highway unless the person and any passenger thereon is wearing goggles or eyeglasses with lenses made of safety glass or plastic; except that this subsection (1) does not apply to a person wearing a helmet containing eye protection made of safety glass or plastic.

(b) A person driving or riding a motorcycle need not wear eye protection if the motorcycle has:

(I) Three wheels;

(II) A maximum design speed of twenty-five miles per hour or less;

(III) A windshield; and

(IV) Seat belts.

(2) The department shall adopt standards and specifications for the design of goggles and eyeglasses.

(3) Any motorcycle carrying a passenger, other than in a sidecar or enclosed cab, shall be equipped with footrests for such passengers.

(4) Any person who violates any provision of this section commits a class A traffic infraction.

233. Alteration of suspension system.

(1) No person shall operate a motor vehicle of a type required to be registered under the laws of this state upon a public highway with either the rear or front suspension system altered or changed from the manufacturer's original design except in accordance with specifications permitting such alteration established by the department. Nothing contained in this section shall prevent the installation of manufactured heavy duty equipment to include shock absorbers and overload springs, nor shall anything contained in this section prevent a person from operating a motor vehicle on a public highway with normal wear of the suspension system if normal wear shall not affect the control of the vehicle.

(2) This section shall not apply to motor vehicles designed or modified primarily for off-highway racing purposes, and such motor vehicles may be lawfully towed on the highways of this state.

(3) Any person who violates any provision of this section commits a class 2 misdemeanor traffic offense.

234. Slow-moving vehicles - display of emblem.

(1) (a) All machinery, equipment, and vehicles, except bicycles, electrical assisted bicycles, and other human-powered vehicles, designed to operate or normally operated at a speed of less than twenty-five miles per hour on a public highway shall display a triangular slow-moving vehicle emblem on the rear.

(b) The department shall set standards for a triangular slow-moving emblem for use on low-speed electric vehicles.

(c) Bicycles, electrical assisted bicycles, and other human-powered vehicles shall be permitted but not required to display the emblem specified in this subsection (1).

(2) The executive director of the department shall adopt standards and specifications for such emblem, position of the mounting thereof, and requirements for certification of conformance with the standards and specifications adopted by the American society of agricultural engineers
concerning such emblems. The requirements of such emblem shall be in addition to any lighting device required by law.

(3) The use of the emblem required under this section shall be restricted to the use specified in subsection (1) of this section, and its use on any other type of vehicle or stationary object shall be prohibited.

(4) Any person who violates any provision of this section commits a class B traffic infraction.

235. Minimum standards for commercial vehicles - repeal.

(1) As used in this section, unless the context otherwise requires:

(a) "Commercial vehicle" means:

(I) A self-propelled or towed vehicle;

(A) Bearing an apportioned plate;

(B) Having a manufacturer's gross vehicle weight rating or gross combination rating of at least sixteen thousand one pounds and used in commerce on public highways; or

(C) Having a manufacturer's gross vehicle weight rating or gross combination rating of at least sixteen thousand one pounds and used to transport sixteen or more passengers, including the driver, unless the vehicle is a school bus regulated in accordance with section 42-4-1904, C.R.S., or a vehicle that does not have a gross vehicle weight rating of twenty-six thousand one or more pounds and that is owned or operated by a school district so long as the school district doest not receive remuneration, other than reimbursement of the school district's costs, for the use of the vehicle;

(II) Any motor vehicle designed or equipped to transport other motor vehicles from place to place by means of winches, cables, pulleys, or other equipment for towing, pulling, or lifting, when such motor vehicle is used in commerce on the public highways of this state; and

(III) A motor vehicle that is used on the public highways and transports materials determined by the secretary of transportation to be hazardous under 49 U.S.C. sec. 5103 in such quantities as to require placarding under 49 CFR parts 172 and 173.

(b) Repealed.

(c) "Motor carrier" means every person, lessee, receiver, or trustee appointed by any court whatsoever owning, controlling, operating, or managing any commercial vehicle as defined in paragraph (a) of this subsection (1).

(2) (a) No person shall operate a commercial vehicle, as defined in subsection (1) of this section, on any public highway of this state unless such vehicle is in compliance with the rules adopted by the chief of the Colorado state patrol pursuant to subsection (4) of this section. Any person who violates such rules, including intrastate motor carriers, shall be subject to the civil penalties authorized pursuant to 49 CFR part 386, subpart G, as such subpart existed on October 1, 2001. Persons who utilize an independent contractor shall not be liable for penalties imposed on the independent contractor for equipment, acts, and omissions within the independent contractor's control or supervision. All civil penalties collected pursuant to this article by a state agency or by a court shall be transmitted to the state treasurer, who shall credit the same to the

highway users tax fund created in section 43-4-201, C.R.S., for allocation and expenditure as specified in section 43-4-205(5.5)(a), C.R.S.

(b) Notwithstanding paragraph (a) of this subsection (2):

(I) Intrastate motor carriers shall not be subject to any provisions in 49 CFR, part 386, subpart G that relate the amount of a penalty to a violator's ability to pay, and such penalties shall be based upon the nature and gravity of the violation, the degree of culpability, and such other matters as justice and public safety may require;

(II) When determining the assessment of a civil penalty for safety violations, the period of a motor carrier's safety compliance history that a compliance review officer may consider shall not exceed three years; and

(III) The intrastate operation of implements of husbandry shall not be subject to the civil penalties provided in 49 CFR, part 386, subpart G. Nothing in this subsection (2) shall be construed to repeal, preempt, or negate any existing regulatory exemption for agricultural operations, intrastate farm vehicle drivers, intrastate vehicles or combinations of vehicles with a gross vehicle weight rating of not more than twenty-six thousand pounds that do not require a commercial driver's license to operate, or any successor or analogous agricultural exemptions, whether based on federal or state law.

(IV) This section does not apply to a motor vehicle or motor vehicle and trailer combination:

(A) With a gross vehicle weight, gross vehicle weight rating, or gross combination rating of less than twenty-six thousand one pounds;

(B) Not operated in interstate commerce;

(C) Not transporting hazardous materials requiring placarding;

(D) Not transporting either sixteen or more passengers including the driver or eight or more passengers for compensation; and

(E) If the motor vehicle or combination is being used solely for agricultural purposes.

(c) The Colorado state patrol shall have exclusive enforcement authority to conduct safety compliance reviews, as defined in 49 CFR 385.3, as such section existed on October 1, 2001, and to impose civil penalties pursuant to such reviews. Nothing in this paragraph (c) shall expand or limit the ability of local governments to conduct roadside safety inspections.

(d) (I) Upon notice from the Colorado state patrol, the department shall, pursuant to section 42-3-120, C.R.S., cancel the registration of a motor carrier who fails to pay in full a civil penalty imposed pursuant to this subsection (2) within thirty days after notification of the penalty.

(II) Repealed.

(3) Any motor carrier operating a commercial vehicle within Colorado must declare knowledge of the rules and regulations adopted by the chief of the Colorado state patrol pursuant to subsection (4) of this section. The declaration of knowledge shall be in writing on a form provided by the Colorado state patrol. Such form must be signed and returned by a motor carrier according to rules adopted by the chief.

(4) (a)(I) The chief of the Colorado state patrol shall adopt rules for the operation of all commercial vehicles and, as specified in subsection (4)(a)(II) of this section, vehicles that would be commercial vehicles but for the fact that they have a manufacturer's gross vehicle weight rating or gross combination rating of ten thousand one pounds or more but not more than sixteen thousand pounds. In adopting such rules, the chief shall use as general guidelines the standards contained in the current rules and regulations of the United States department of transportation relating to safety regulations, qualifications of drivers, driving of motor vehicles, parts and accessories, notification and reporting of accidents, hours of service of drivers, inspection, repair and maintenance of motor vehicles, financial responsibility, insurance, and employee safety and health standards; except that rules regarding financial responsibility and insurance do not apply to a commercial vehicle as defined in subsection (1) of this section that is also subject to regulation by the public utilities commission under article 10.1 of title 40, C.R.S. On and after September 1, 2003, all commercial vehicle safety inspections conducted to determine compliance with rules promulgated by the chief pursuant to this paragraph (a) must be performed by an enforcement official, as defined in section 42-20-103(2), C.R.S., who has been certified by the commercial vehicle safety alliance, or any successor organization thereto, to perform level I inspections.

(II) With respect to the operation of all vehicles that would be commercial vehicles but for the fact that they have a manufacturer's gross vehicle weight rating or gross combination rating of ten thousand one pounds or more but not more than sixteen thousand pounds, the chief of the Colorado state patrol may adopt rules that authorize the Colorado state patrol to:

(A) Annually inspect these vehicles;

(B) Enforce with respect to these vehicles all requirements for the securing of loads that apply to commercial vehicles; and

(C) Enforce with respect to these vehicles all requirements relating to the use of coupling devices for commercial vehicles.

(b) The Colorado public utilities commission may enforce safety rules of the chief of the Colorado state patrol governing commercial vehicles described in subparagraphs (I) and (II) of paragraph (a) of subsection (1) of this section pursuant to his or her authority to regulate motor carriers, as defined in section 40-10.1-101, C.R.S., including the issuance of civil penalties for violations of such rules as provided in section 40-7-113, C.R.S.

(5) Any person who violates a rule or regulation promulgated by the chief of the Colorado state patrol pursuant to this section or fails to comply with subsection (3) of this section commits a class 2 misdemeanor traffic offense.

236. Child restraint systems required - definitions - exemptions.

(1) As used in this section, unless the context otherwise requires:

(a) "Child care center" means a facility required to be licensed under the "Child Care Licensing Act", article 6 of title 26, C.R.S.

(a.3) Deleted.

(a.5) “Child restraint system” means a specially designed seating system that is designed to protect, hold, or restrain a child in a motor vehicle in such a way as to prevent or minimize injury to the child in the event of a motor vehicle accident that is either permanently affixed to a motor vehicle or is affixed to such vehicle by a safety belt or a universal attachment system, and that meets the federal motor vehicle safety standards set forth in section 49 CFR 571.213, as amended.

(a.7) Deleted.

(a.8) "Motor vehicle" means a passenger car; a pickup truck; or a van, minivan, or sport utility vehicle with a gross vehicle weight rating of less than ten thousand pounds. "Motor vehicle" does not include motorcycles that are not autocycles, low-power scooters, motorscooters, motorbicycles, motorized bicycles, and farm tractors and implements of husbandry designed primarily or exclusively for use in agricultural operations.

(b) “Safety belt” means a lap belt, a shoulder belt, or any other belt or combination of belts installed in a motor vehicle to restrain drivers and passengers, except any such belt that is physically a part of a child restraint system. “Safety belt” includes the anchorages, the buckles, and all other equipment directly related to the operation of safety belts. Proper use of a safety belt means the shoulder belt, if present, crosses the shoulder and chest and the lap belt crosses the hips, touching the thighs.

(c) “Seating position” means any motor vehicle interior space intended by the motor vehicle manufacturer to provide seating accommodation while the motor vehicle is in motion.

(2) (a) (I) Unless exempted pursuant to subsection (3) of this section, and except as otherwise provided in subparagraphs (II) and (III) of this paragraph (a), every child who is under eight years of age and who is being transported in this state in a motor vehicle or in a vehicle operated by a child care center, shall be properly restrained in a child restraint system according to the manufacturer’s instructions:

(II) If the child is less than one year of age and weighs less than twenty pounds, the child shall be properly restrained in a rear-facing child restraint system in a rear seat of the vehicle.

(III) If the child is one year of age or older, but less than four years of age, and weighs less than forty pounds, but at least twenty pounds, the child shall be properly restrained in a rear-facing or forward- facing child restraint system.

(b) Unless excepted pursuant to subsection (3) of this section, every child, who is at least eight years of age but less than sixteen years of age who is being transported in this state in a motor vehicle or in a vehicle operated by a child care center, shall be properly restrained in a safety belt or child restraint system according to the manufacturer's instructions.

(c) If a parent is in the motor vehicle, it is the responsibility of the parent to ensure that his or her child or children are provided with and that they properly use a child restraint system or safety belt system. If a parent is not in the motor vehicle, it is the responsibility of the driver transporting a child or children, subject to the requirements of this section, to ensure that such children are provided with and that they properly use a child restraint system or safety belt system.

(3) Except as provided in section 42-2-105.5(4), C.R.S., the requirements of subsection (2) of this section shall not apply to a child who:

(a) Repealed.

(b) Is less than eight years of age and is being transported in a motor vehicle as a result of a medical or other life-threatening emergency and a child restraint system is not available;

(c) Is being transported in a commercial motor vehicle, as defined in section 42-2-402(4)(a), C.R.S., that is operated by a child care center; or

(d) Is the driver of a motor vehicle and is subject to the safety belt requirements provided in section 237;

(e) (Deleted by amendment, L. 2011, (SB 11-227), ch. 295, p. 1399, § 1, effective June 7, 2011.)

(f) Is being transported in a motor vehicle that is operated in the business of transporting persons for compensation or hire by or on behalf of a common carrier or a contract carrier as those terms are defined in section 40-10.1-101, C.R.S., or an operator of a luxury limousine service as defined in section 40-10.1-301, C.R.S.

(4) No Rule.

(5) No person shall use a safety belt or child restraint system, whichever is applicable under the provisions of this section, for children under sixteen years of age in a motor vehicle unless it conforms to all applicable federal motor vehicle safety standards.

(6) Any violation of this section shall not constitute negligence per se or contributory negligence per se.

(7) (a) Except as otherwise provided in paragraph (b) of this subsection (7), any person who violates any provision of this section commits a class B traffic infraction.

(b) A minor driver under eighteen years of age who violates this section shall be punished in accordance with section 42-2-105.5(5)(b), C.R.S.

(8) The fine may be waived if the defendant presents the court with satisfactory evidence or proof of the acquisition, purchase, or rental of a child restraint system by the time of the court appearance.

(9) (Deleted by amendment, L. 2010, (SB 10-110), ch 294, p. 1365, § 3, effective August 1, 2020.

(10) and (11) Repealed.

237. Safety belt systems – mandatory use - exemptions - penalty.

(1) As used in this section:

(a) “Motor vehicle” means a self-propelled vehicle intended primarily for use and operation on the public highways, including passenger cars, station wagons, vans, taxicabs, ambulances, motor homes, and pickups. The term does not include motorcycles, low-power scooters, passenger buses, school buses, and farm tractors and implements of husbandry designed primarily or exclusively for use in agricultural operations.

(b) “Safety belt system” means a system utilizing a lap belt, a shoulder belt, or any other belt or combination of belts installed in a motor vehicle or an autocycle to restrain drivers and passengers, which system conforms to federal motor vehicle safety standards.

(2) Unless exempted pursuant to subsection (3) of this section, every driver of and every front seat passenger in a motor vehicle and every driver of and every passenger in an autocycle equipped with a safety belt system shall wear a fastened safety belt while the motor vehicle is being operated on a street or highway in this state.

(3) Except as provided in section 42-2-105.5, C.R.S., the requirement of subsection (2) of this section shall not apply to:

(a) A child required by section 236 to be restrained by a child restraint system;

(b) A member of an ambulance team, other than the driver, while involved in patient care;

(c) A peace officer as described in section 16-2.5-101, C.R.S., while performing official duties so long as the performance of said duties is in accordance with rules and regulations applicable to said officer which are at least as restrictive as subsection (2) of this section and which only provide exceptions necessary to protect the officer;

(d) A person with a physically or psychologically disabling condition whose physical or psychological disability prevents appropriate restraint by a safety belt system if such person possesses a written statement by a physician certifying the condition, as well as stating the reason why such restraint is inappropriate;

(e) A person driving or riding in a motor vehicle not equipped with a safety belt system due to the fact that federal law does not require such vehicle to be equipped with a safety belt system;

(f) A rural letter carrier of the United States postal service while performing duties as a rural letter carrier; and

(g) A person operating a motor vehicle which does not meet the definition of “commercial vehicle” as that term is defined in section 235 (1) (a) for commercial or residential delivery or pickup service; except that such person shall be required to wear a fastened safety belt during the time period prior to the first delivery or pickup of the day and during the time period following the last delivery or pickup of the day.

(4) (a) Except as otherwise provided in paragraph (b) of this subsection (4), any person who operates a motor vehicle while such person or any passenger is in violation of the requirement of subsection (2) of this section commits a class B traffic infraction. Penalties collected pursuant to this subsection (4) shall be transmitted to the appropriate authority pursuant to the provisions of section 42-1-217(1)(e) and (2), C.R.S.

(b) A minor driver under eighteen years of age who violates this section shall be punished in accordance with section 42-2-105.5(5)(b), C.R.S.

(5) No driver in a motor vehicle shall be cited for a violation of subsection (2) of this section unless such driver was stopped by a law enforcement officer for an alleged violation of Codes 1 to 4 of this title other than a violation of this section.

(6) Testimony at a trial for a violation charged pursuant to subsection (4) of this section may include:

(a) Testimony by a law enforcement officer that the officer observed the person charged operating a motor vehicle while said operator or any passenger was in violation of the requirement of subsection (2) of this section; or

(b) Evidence that the driver removed the safety belts or knowingly drove a vehicle from which the safety belts had been removed.

(7) Evidence of failure to comply with the requirement of subsection (2) of this section shall be admissible to mitigate damages with respect to any person who was involved in a motor vehicle accident and who seeks in any subsequent litigation to recover damages for injuries resulting from the accident. Such mitigation shall be limited to awards for pain and suffering and shall not be used for limiting recovery of economic loss and medical payments.

238. Blue and red lights - illegal use or possession.

(1) A person shall not be in actual physical control of a vehicle, except an authorized emergency vehicle as defined in section 42-1-102(6), C.R.S., that the person knows contains a lamp or device that is designed to display, or that is capable of displaying if affixed or attached to the vehicle, a red or blue light visible directly in front of the center of the vehicle.

(2) It shall be an affirmative defense that the defendant was:

(a) A peace officer as described in section 16-2.5-101, C.R.S.; or

(b) In actual physical control of a vehicle expressly authorized by a chief of police or sheriff to contain a lamp or device that is designed to display, or that is capable of displaying if affixed or attached to the vehicle, a red or blue light visible from directly in front of the center of the vehicle; or

(c) A member of a volunteer fire department or a volunteer ambulance service who possesses a permit from the fire chief of the fire department or chief executive officer of the ambulance service through which the volunteer serves to operate a vehicle pursuant to section 222 (1) (b); or

(d) A vendor who exhibits, sells, or offers for sale a lamp or device designed to display, or that is capable of displaying, if affixed or attached to the vehicle, a red or blue light; or

(e) A collector of fire engines, fire suppression vehicles, or ambulances and the vehicle to which the red or blue lamps were affixed is valued for the vehicle's historical interest or as a collector's item.

(3) A violation of this section is a class 1 misdemeanor.

239. Misuse of a wireless telephone – definitions - penalty - preemption.

(1) As used in this section, unless the context otherwise requires:

(a) "Emergency" means a situation in which a person:

(I) Has reason to fear for such person's life or safety or believes that a criminal act may be perpetrated against such person or another person, requiring the use of a wireless telephone while the car is moving; or

(II) Reports a fire, a traffic accident in which one or more injuries are apparent, a serious road hazard, a medical or hazardous materials emergency, or a person who is driving in a reckless, careless, or otherwise unsafe manner.

(b) "Operating a motor vehicle" means driving a motor vehicle on a public highway, but "operating a motor vehicle" shall not mean maintaining the instruments of control while the motor vehicle is at rest in a shoulder lane or lawfully parked.

(c) "Use" means talking on or listening to a wireless telephone or engaging the wireless telephone for text messaging or other similar forms of manual data entry or transmission.

(d) "Wireless telephone" means a telephone that operates without a physical, wireline connection to the provider's equipment. The term includes, without limitation, cellular and mobile telephones.

(2) A person under eighteen years of age shall not use a wireless telephone while operating a motor vehicle. This subsection (2) does not apply to acts specified in subsection (3) of this section.

(3) A person shall not use a wireless telephone for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission while operating a motor vehicle.

(4) Subsection (2) or (3) of this section shall not apply to a person who is using the wireless telephone:

(a) To contact a public safety entity; or

(b) During an emergency.

(5) (a) A person who operates a motor vehicle in violation of subsection (2) of this section commits a class A traffic infraction as defined in section 42-4-1701(3), C.R.S. and the court or the department of revenue shall assess a fine of fifty dollars.

(b) A second or subsequent violation of subsection (2) of this section is a class A traffic infraction as defined in section 1701(3), and the court or the department of revenue shall assess a fine of one hundred dollars.

(5.5) (a) Except as provided in subsections (5.5)(b) and (5.5)(c) of this section, a person who operates a motor vehicle in violation of subsection (3) of this section commits a class 2 misdemeanor traffic offense, and the court or the department shall assess a fine of three hundred dollars.

(b) If the person's actions are the proximate cause of bodily injury to another, the person commits a class 1 misdemeanor traffic offense and shall be punished as provided in section 42-4-1701(3)(a)(II), C.R.S..

(c) If the person's actions are the proximate cause of death to another, the person commits a class 1 misdemeanor traffic offense and shall be punished as provided in section 42-4-1701(3)(a)(II), C.R.S.

(6) (a) An operator of a motor vehicle shall not be cited for a violation of subsection (2) of this section unless the operator was under eighteen years of age and a law enforcement officer saw the operator use, as defined in paragraph (c) of subsection (1) of this section, a wireless telephone.

(b) An operator of a motor vehicle shall not be cited for a violation of subsection (3) of this section unless a law enforcement officer saw the operator use a wireless telephone for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission, in a manner that caused the operator to drive in a careless and imprudent manner, without due regard for the width, grade, curves, corners, traffic, and use of the streets and highways and all other attendant circumstances, as prohibited by 42-4-1402, C.R.S..

(7) The provisions of this section shall not be construed to authorize the seizure and forfeiture of a wireless telephone, unless otherwise provided by law.

(8) This section does not restrict operation of an amateur radio station by a person who holds a valid amateur radio operator license issued by the federal communications commission.

(9) The general assembly finds and declares that use of wireless telephones in motor vehicles is a matter of statewide concern.

240. Low-speed electric vehicle equipment requirements.

A low-speed electric vehicle shall conform with applicable federal manufacturing equipment standards. Any person who operates a low-speed electric vehicle in violation of this section commits a class B traffic infraction.

241. Unlawful removal of tow-truck signage - unlawful usage of tow-truck signage.

(1)(a) A person, other than a towing carrier or peace officer as described in section 16-2.5-101, C.R.S., commits the crime of unlawful removal of tow-truck signage if:

(I) A towing carrier has placed a tow-truck warning sign on the driver-side window of a vehicle to be towed or, if window placement is impracticable, in another location on the driver-side of the vehicle; and

(II) The vehicle to be towed is within fifty feet of the towing carrier vehicle; and

(III) The person removes the tow-truck warning sign from the vehicle before the tow is completed.

(b) A person commits the crime of unlawful usage of tow-truck signage if the person places a tow-truck warning sign on a vehicle when the vehicle is not in the process of being towed or when the vehicle is occupied.

(c) A towing carrier may permit an owner of the vehicle to be towed to retrieve any personal items from the vehicle before the vehicle is towed.

(2) A person who violates subsection (1) of this section commits a class 3 misdemeanor.

(3) For purposes of this section, "tow-truck warning sign" means a sign that is at least eight inches by eight inches, is either yellow or orange, and states the following:

WARNING: This vehicle is in tow. Attempting to operate or operating this vehicle may result in criminal prosecution and may lead to injury or death to you or another person.

242. Automated driving systems – safe harbor.

(1) A person may use an automated driving system to drive a motor vehicle or to control a function of a motor vehicle if the system is capable of complying with every state and federal law that applies to the function that the system is operating.

(2) Any provision in articles 1 to 3 of title 42 and article 4 that by its nature regulates a human driver, including section 42-2-101, C.R.S., does not apply to an automated driving system, except for laws regulating the physical driving of a vehicle.

(3) (a) If an automated driving system is not capable of complying with every state and federal law that applies to the function the system is operating, a person shall not test the system unless approved by the Colorado state patrol and the Colorado department of transportation, in accordance with a process overseen by the Colorado state patrol and the Colorado department of transportation.

(b) A person who violates this subsection (3) commits a class B traffic infraction. Upon determining that there is probable cause to believe that a motor vehicle was used to violate this subsection (3), a peace officer of the state patrol may impound or immobilize the motor vehicle until the person who violated this section has obtained the required approval in accordance with subsection (3)(a) of this section or signed an affidavit, under penalty of perjury, stating the person's intention to cease using the automated driving system in Colorado without the required approval.

(4) The Colorado department of transportation shall report to the transportation legislation review committee by September 1 of each year, concerning the testing of automated driving systems in Colorado. The first report is due by September 1, 2018. Notwithstanding the provisions of section 24-1-136, the reporting requirements contained in this subsection (4) continued indefinitely.

(5) Liability for a crash involving an automated driving system driving a motor vehicle that is not under human control is determined in accordance with applicable state law, federal law, or common law.

PART 3
EMISSIONS INSPECTION

PART 4
DIESEL INSPECTION PROGRAM

PART 5
SIZE - WEIGHT - LOAD

501. Size and weight violations - penalty.

Except as provided in section 509, it is a traffic infraction for any person to drive or move or for the owner to cause or knowingly permit to be driven or moved on any highway any vehicle or vehicles of a size or weight exceeding the limitations stated in sections 502 to 512 or otherwise in violation of said sections or section 1407, except as permitted in section 510. The maximum size and weight of vehicles specified in said sections shall be lawful throughout this state, and local authorities shall have no power or authority to alter said limitations, except as express authority may be granted in section 42-4-106, C.R.S.

502. Width of vehicles.

(1) The total outside width of any vehicle or the load thereon shall not exceed eight feet six inches, except as otherwise provided in this section.

(2) (a) A load of loose hay, including loosely bound, round bales, whether horse drawn or by motor, shall not exceed twelve feet in width.

(b) A vehicle and trailer may transport a load of rectangular hay bales if such vehicle and load do not exceed ten feet six inches in width.

(3) It is unlawful for any person to operate a vehicle or a motor vehicle which has attached thereto in any manner any chain, rope, wire, or other equipment which drags, swings, or projects in any manner so as to endanger the person or property of another.

(4) The total outside width of buses and coaches used for the transportation of passengers shall not exceed eight feet six inches.

(5) (a) The total outside width of vehicles as included in this section shall not be construed so as to prohibit the projection beyond such width of clearance lights, rearview mirrors, or other accessories required by federal, state, or city laws or regulations.

(b) The width requirements imposed by subsection (1) of this section shall not include appurtenances on recreational vehicles, including but not limited to motor homes, travel trailers, fifth wheel trailers, camping trailers, recreational park trailers, multipurpose trailers, and truck campers, all as defined in section 24-32-902, C.R.S., so long as such recreational vehicle, including such appurtenances, does not exceed a total outside width of nine feet six inches.

(6) Any person who violates any provision of this section commits a class B traffic infraction.

503. Projecting loads on passenger vehicles.

No passenger-type vehicle, except a motorcycle, a bicycle, or an electrical assisted bicycle shall be operated on any highway with any load carried thereon extending beyond the line of the fenders on the left side of such vehicle nor extending more than six inches beyond the line of the fenders on the right side thereof. Any person who violates this section commits a class B traffic infraction.

504. Height and length of vehicles.

(1) No vehicle unladen or with load shall exceed a height of fourteen feet six inches. The department of transportation shall designate highways with overhead highway structures that have less than fourteen feet six inches of vertical clearance. A driver shall not drive a vehicle under a structure if the vehicle's height exceeds the department's designated vertical clearance for the structure.

(2) No single motor vehicle shall exceed a length of forty-five feet extreme overall dimension, inclusive of front and rear bumpers. The length of vehicles used for the mass transportation of passengers wholly within the limits of a town, city, or municipality or within a radius of fifteen miles thereof may extend to sixty feet. The length of school buses may extend to forty feet.

(3) Buses used for the transportation of passengers between towns, cities, and municipalities in the state of Colorado may be sixty feet extreme overall length, inclusive of front and rear bumpers but shall not exceed a height of thirteen feet six inches, if such buses are equipped to conform with the load and weight limitations set forth in section 508; except that buses with a height of fourteen feet six inches which otherwise conform to the requirements of this subsection (3) shall be operated only on highways designated by the department of transportation.

(4) No combination of vehicles coupled together shall consist of more than four units, and no such combination of vehicles shall exceed a total overall length of seventy feet. Said length limitation shall not apply to unladen truck tractor-semitrailer combinations when the semitrailer is fifty-seven feet four inches or less in length or to unladen truck tractor-semitrailer-trailer combinations when the semitrailer and the trailer are each twenty-eight feet six inches or less in length. Said length limitations shall also not apply to vehicles operated by a public utility when required for emergency repair of public service facilities or properties or when operated under special permit as provided in section 42-4-510, C.R.S., but, in respect to night transportation, every such vehicle and the load thereon shall be equipped with a sufficient number of clearance lamps on both sides and marker lamps upon the extreme ends of any projecting load to clearly mark the dimensions of such load.

(4.5) Notwithstanding the provisions of subsection (4) of this section, drivers shall not drive the following combinations of vehicles:

(a) Saddlemount combinations consisting of more than four units or saddlemount combinations exceeding ninety-seven feet in overall length;

(b) Laden truck tractor-semitrailer combinations exceeding seventy-five feet in overall length; and

(c) Stinger-steered vehicle combinations for transporting automobiles or boats and whose total overall length exceeds eighty feet; except that the overall length of these combinations excludes:

(I) Safety devices that are not designed or used for carrying cargo;

(II) Automobiles or boats being transported;

(III) Any extension device that may be used for loading beyond the extreme front or rear ends of a vehicle or combination of vehicles; except that the projection of a load, including any extension devices loaded to the front of the vehicle, shall not extend more than four feet beyond the extreme front of the grill of such vehicle and no load or extension device may extend more than six feet to the extreme rear of the vehicle.

(d) Towaway trailer transporter combinations that:

(I) Exceed eighty-two feet in overall length;

(II) Carry property;

(III) Exceed an overall weight of twenty-six thousand pounds;

(IV) Consist of more than a single towing unit and two trailers or semitrailers; or

(V) Do not constitute inventory property of a manufacturer, distributor, or dealer of the trailer or semitrailer.

(5) The load upon any vehicle operated alone or the load upon the front vehicle of a combination of vehicles shall not extend beyond the front wheels of such vehicles or vehicle or the front most point of the grill of such vehicle; but a load may project not more than four feet beyond the front most point of the grill assembly of the vehicle engine compartment of such a vehicle at a point above the cab of the driver's compartment so long as that part of any load projecting ahead of the rear of the cab or driver's compartment shall be so loaded as not to obscure the vision of the driver to the front or to either side.

(6) The length limitations of vehicles and combinations of vehicles provided for in this section as they apply to vehicles being operated and utilized for the transportation of steel, fabricated beams, trusses, utility poles, and pipes shall be determined without regard to the projection of said commodities beyond the extreme front or rear of the vehicle or combination of vehicles; except that the projection of a load to the front shall be governed by the provisions of subsection (5) of this section, and no load shall project to the rear more than ten feet.

(7) Any person who violates any provision of this section commits a class B traffic infraction.

505. Longer vehicle combinations.

(1) Notwithstanding any other provision of this Code to the contrary, the department of transportation, in the exercise of its discretion, may issue permits for the use of longer vehicle combinations. An annual permit for such use may be issued to each qualified carrier company. The carrier company shall maintain a copy of such annual permit in each vehicle operating as a

longer vehicle combination; except that, if a peace officer, as described in section 16-2.5-101, C.R.S., or an authorized agent of the department of transportation may determine that the permit can be electronically verified at the time of contact, a copy of the permit need not be in each vehicle. The fee for the permit shall be two hundred fifty dollars per year.

(2) The permits shall allow operation, over designated highways, of the following vehicle combinations of not more than three cargo units and neither fewer than six axles nor more than nine axles:

(a) An unladen truck tractor, a semitrailer, and two trailers. A semitrailer used with a converter dolly shall be considered a trailer. Semitrailers and trailers shall be of approximately equal lengths not to exceed twenty-eight feet six inches in length.

(b) An unladen truck tractor, a semitrailer, and a single trailer. A semitrailer used with a converter dolly shall be considered a trailer. Semitrailers and trailers shall be of approximately equal lengths not to exceed forty-eight feet in length. Notwithstanding any other restriction set forth in this section, such combination may have up to eleven axles when used to transport empty trailers.

(c) An unladen truck tractor, a semitrailer, and a single trailer, one trailer of which is not more than forty-eight feet long, the other trailer of which is not more than twenty-eight feet six inches long. A semitrailer used with a converter dolly shall be considered a trailer. The shorter trailer shall be operated as the rear trailer.

(d) A truck and single trailer, having an overall length of not more than eighty-five feet, the truck of which is not more than thirty-five feet long and the trailer of which is not more than forty feet long. For the purposes of this paragraph (d), a semitrailer used with a converter dolly shall be considered a trailer.

(3) The long combinations are limited to interstate highway 25, interstate highway 76, interstate highway 70 west of its intersection with state highway 13 in Garfield county, interstate highway 70 east of its intersection with U.S. 40 and state highway 26, the circumferential highways designated I-225 and I-270, and state highway 133 in Delta county from mile marker 8.9 to mile marker 9.7.

(4) The department of transportation shall promulgate rules and regulations governing the issuance of the permits, including, but not limited to, selection of carriers, driver qualifications, equipment selection, hours of operation, and safety considerations; except that they shall not include hazardous materials subject to regulation by the provisions of Code 20 of this title.

(5) Any person who violates any provision of this section commits a class B traffic infraction.

506. Trailers and towed vehicles.

(1) When one vehicle is towing another, the drawbar or other connection shall be of sufficient strength to pull all weight towed thereby, and said drawbar or other connection shall not exceed fifteen feet from one vehicle to the other, except the connection between any two vehicles transporting poles, pipe, machinery, or other objects of a structural nature which cannot

readily be dismembered and except connections between vehicles in which the combined lengths of the vehicles and the connection does not exceed an overall length of fifty-five feet and the connection is of rigid construction included as part of the structural design of the towed vehicle.

(2) When one vehicle is towing another and the connection consists of a chain, rope, or cable, there shall be displayed upon such connection a white flag or cloth not less than twelve inches square.

(3) Whenever one vehicle is towing another, in addition to the drawbar or other connection, except a fifth wheel connection meeting the requirements of the department of transportation, safety chains or cables arranged in such a way that it will be impossible for the vehicle being towed to break loose from the vehicle towing in the event the drawbar or other connection were to be broken, loosened, or otherwise damaged shall be used. This subsection (3) shall apply to all motor vehicles, to all trailers, except semitrailers connected by a proper fifth wheel, and to any dolly used to convert a semitrailer to a full trailer.

(4) Any person who violates any provision of this section commits a class B traffic infraction.

507. Wheel and axle loads.

(1) The gross weight upon any wheel of a vehicle shall not exceed the following:

(a) When the wheel is equipped with a solid rubber or cushion tire, eight thousand pounds;

(b) When the wheel is equipped with a pneumatic tire, nine thousand pounds.

(2) The gross weight upon any single axle or tandem axle of a vehicle shall not exceed the following:

(a) When the wheels attached to said axle are equipped with solid rubber or cushion tires, sixteen thousand pounds;

(b) Except as provided in paragraph (b.5) of this subsection (2), when the wheels attached to a single axle are equipped with pneumatic tires, twenty thousand pounds;

(b.5) When the wheels attached to a single axle are equipped with pneumatic tires and the vehicle or vehicle combination is a digger derrick or bucket boom truck operated by an electric utility on a highway that is not on the interstate system as defined in section 43-2-101 (2), C.R.S., twenty-one thousand pounds;

(c) When the wheels attached to a tandem axle are equipped with pneumatic tires, thirty-six thousand pounds for highways on the interstate system and forty thousand pounds for highways not on the interstate system.

(3) (a) Vehicles equipped with a self-compactor and used solely for the transporting of trash are exempted from the provisions of paragraph (b) of subsection (2) of this section.

(b) (omitted)

(c) A vehicle contracted by or owned and operated by a local authority or special district is exempt from paragraph (c) of subsection (2) of this section of the vehicle:

(I) Is equipped with a vacuum or jet equipment to load or unload solid, semisolid, or liquid waste for water or wastewater treatment or transportation systems or for the removal of storm water; and

(II) Is not operated on the interstate system as defined by section 43-2-101, C.R.S.

(4) For the purposes of this section:

(a) A single axle is defined as all wheels, whose centers may be included within two parallel transverse vertical planes not more than forty inches apart, extending across the full width of the vehicle.

(b) A tandem axle is defined as two or more consecutive axles, the centers of which may be included between parallel vertical planes spaced more than forty inches and not more than ninety-six inches apart, extending across the full width of the vehicle.

(5) The gross weight upon any one wheel of a steel-tired vehicle shall not exceed five hundred pounds per inch of cross-sectional width of tire.

(6) Any person who drives a vehicle or owns a vehicle in violation of any provision of this section commits a class 2 misdemeanor traffic offense.

508. Gross weight of vehicles and loads.

(1) (a) Except as provided in subsection (1.5) of this section, a person shall not move or operate a vehicle or combination of vehicles on any highway or bridge when the gross weight upon any one axle of a vehicle exceeds the limits prescribed in section 507.

(b) Subject to the limitations prescribed in section 507, the maximum gross weight of any vehicle or combination of vehicles shall not exceed that determined by the formula W = 1,000 (L + 40), where W represents the gross weight in pounds and L represents the length in feet between the centers of the first and last axles of such vehicle or combination of vehicles; except that, in computation of this formula, the gross vehicle weight must not exceed eighty-five thousand pounds. For the purposes of this section, where a combination of vehicles is used, a vehicle must not carry a gross weight of less than ten percent of the overall gross weight of the combination of vehicles; except that these limitations shall not apply to specialized trailers of fixed public utilities whose axles may carry less than ten percent of the weight of the combination. The limitations provided in this section must be strictly construed and enforced.

(c) Notwithstanding any other provisions of this section, except as may be authorized under section 510, a person shall not move or operate a vehicle or combination of vehicles on any highway or bridge that is part of the national system of interstate and defense highways, also known as the interstate system, when the gross weight of such vehicle or combination of vehicles exceeds the amount determined by the formula W = 500 [(LN/N-1) + 12N + 36], up to a maximum of eighty thousand pounds, where W represents the overall gross weight on any group of two or more consecutive axles to the nearest 500 pounds, L represents the distance in feet between the extreme of any group of two or more consecutive axles, and N represents the number of axles in the group.

(d) For the purposes of this subsection (1), where a combination of vehicles is used, a vehicle must not carry a gross weight of less than ten percent of the overall gross weight of the combination of vehicles; except that this limitation does not apply to specialized trailers whose specific use is to haul poles and whose axles may carry less than ten percent of the weight of the combination.

(1.5) The gross weight limits provided in subsection (1) of this section increase, but by no more than two thousand pounds for any vehicle or combination of vehicles if the vehicle or combination of vehicles contains an alternative fuel system and operates on alternative fuel or both alternative and conventional fuel. For the purposes of this subsection (1.5), "alternative fuel" has the same meaning provided in section 25-7-106.8(1)(a), C.R.S.

(2) The department upon registering any vehicle under the laws of this state, which vehicle is designed and used primarily for the transportation of property or for the transportation of ten or more persons, may acquire such information and may make such investigation or tests as necessary to enable it to determine whether such vehicle may safely be operated upon the highways in compliance with all the provisions of this article. The department shall not register any such vehicle for a permissible gross weight exceeding the limitations set forth in sections 501 to 512 and 1407 of this Code. Every such vehicle shall meet the following requirements:

(a) It shall be equipped with brakes as required in section 223;

(b) Every motor vehicle to be operated outside of business and residential district shall have motive power adequate to propel at a reasonable speed such vehicle and any load thereon or be drawn thereby.

(3) If the federal highway administration or the United States congress prescribes or adopts vehicle size or weight limits greater than those now prescribed by the "Federal-Aid Highway Act of 1956", which limits exceed in full or in part the provisions of section 504 or paragraph (b) or (c) of subsection (1) of this Code, the transportation commission, upon determining that Colorado highways have been constructed to standards which will accommodate such additional size or weight and that the adoption of said size and weight limitations will not jeopardize any distribution of federal highway funds to the state, may adopt size and weight limits comparable to those prescribed or adopted by the federal highway administration or the United States congress and may authorize said limits to be used by owners or operators of vehicles while said vehicles are using highways within this state; but no vehicle size or weight limit so adopted by the commission shall be less in any respect than those now provided for in section 504 or paragraph (b) or (c) of subsection (1) of this section.

(4) Any person who drives a vehicle or owns a vehicle in violation of any provision of this section commits a class 2 misdemeanor traffic offense.

509. Vehicles weighed – excess removed.

(1) Any police or peace officer, as described in section 16-2.5-101, C.R.S., having reason to believe that the weight of a vehicle and load is unlawful is authorized to require the driver to stop and submit to a weighing of the same by means of either portable or stationary scales or

shall require that such vehicle be driven to the nearest public scales in the event such scales are within five miles.

(2) (a) Except as provided in paragraph (b) of this subsection (2), whenever an officer upon weighing a vehicle and load as provided in subsection (1) of this section determines that the weight is unlawful, such officer shall require the driver to stop the vehicle in a suitable place and remain standing until such portion of the load is removed as may be necessary to reduce the gross weight of such vehicle to such limit as permitted under sections 501 to 512 and 1407. All material so unloaded shall be cared for by the owner or operator of such vehicle at the risk of such owner or operator.

(b) Whenever an officer upon weighing a vehicle and load as provided in subsection (1) of this section determines that the weight is unlawful and the load consists solely of either explosives or hazardous materials as defined in section 102 (32), such officer shall permit the driver of such vehicle to proceed to the driver's destination without requiring the driver to unload the excess portion of such load.

(3) Any driver of a vehicle who fails or refuses to stop and submit the vehicle and load to a weighing or who fails or refuses when directed by an officer upon a weighing of the vehicle to stop the vehicle and otherwise comply with the provisions of this section commits a class 2 misdemeanor traffic offense.

510. Permits for excess size and weight and for manufactured homes - rules.

(1) (a) Any local authority with respect to highways under its jurisdiction may, upon application in writing and good cause being shown therefor, issue a single trip, a special, or an annual permit in writing authorizing the applicant to operate or move a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum specified in this Code or otherwise not in conformity with the provisions of this Code upon any highway under the jurisdiction of the party granting such permit and for the maintenance of which said party is responsible; except that permits for the movement of any manufactured home shall be issued as provided in subsection (2) of this section.

(b) (I) The application for any permit shall specifically describe the vehicle and load to be operated or moved and the particular highways for which the permit to operate is requested, and whether such permit is for a single trip, a special, or an annual operation, and the time of such movement. All local permits shall be issued in the discretion of the local authority pursuant to ordinances or resolutions adopted in accordance with section 511. Any ordinances or resolutions of local authorities shall not conflict with this section.

(II) An overweight permit issued pursuant to this section shall be available for overweight divisible loads if:

(A) The vehicle has a quad axle grouping and the maximum gross weight of the vehicle does not exceed one hundred ten thousand pounds; or

(B) The vehicle is operated in combination with a trailer or semitrailer, the trailer has two or three axles, and the maximum gross weight of the vehicle does not exceed ninety-seven thousand pounds; and

(C) The owner and operator of the motor vehicle are in compliance with the federal "Motor Carrier Safety Improvement Act of 1999", Pub.L. 106-159, as amended, as applicable to commercial vehicles; and

(D) The vehicle complies with rules promulgated by the department of transportation concerning the distribution of the load upon the vehicle's axles.

(III) A permit issued pursuant to this paragraph (b) shall not authorize the operation or movement of a motor vehicle on the interstate highway in violation of federal law.

(c) (I) A single trip or annual permit shall be issued pursuant to this section for a self-propelled fixed load crane that exceeds legal weight limits if it does not exceed the weight limits authorized by the department of transportation. A boom trailer or boom dolly shall not be permitted unless the boom trailer or boom dolly is attached to the crane in a manner and for the purpose of distributing load to meet the weight requirements established by the department. A self-propelled fixed load crane may be permitted with counterweights when a boom trailer or boom dolly is used if the counterweights do not exceed the manufacturer's rated capacity of the self-propelled fixed load crane and do not cause the vehicle to exceed permitted axle or gross weight limits. A permit issued pursuant to this paragraph (c) shall not authorize movement on interstate highways if not approved by federal law.

(II) For the purposes of this paragraph (c), "self-propelled fixed load crane" means a self-powered mobile crane designed with equipment or parts permanently attached to the body of the crane. A self-propelled fixed load crane includes, without limitation, the crane's shackles and slings.

Note: 1.5 & 1.7(2) (a) An authentication of paid ad valorem taxes, after notification of such movement to the county treasurer, may serve as a permit for movement of manufactured homes on public streets or highways under the county's jurisdiction. An authentication of paid ad valorem taxes from the county treasurer of the county from which the manufactured home is to be moved, after notification of such movement has been provided to the county assessor of the county to which the manufactured home is to be moved, pursuant to section 39-5-205, C.R.S., may also serve as a permit for the movement of manufactured homes from one adjoining county to an adjoining county on streets and highways under local jurisdiction. The treasurer shall issue along with the authentication of paid ad valorem taxes a transportable manufactured home permit. The treasurer may establish and collect a fee, which shall not exceed ten dollars, for issuing the authentication of paid ad valorem taxes and the transportable manufactured home permit. Such transportable manufactured home permit shall be printed on an eleven inch by six inch fluorescent orange card and shall contain the following information: The name and address of the owner of the mobile home; the name and address of the mover; the transport number of the mover, a description of the mobile home including the make, year, and identification or serial number; the county authentication number; and an expiration date. The expiration date shall be

set by the treasurer, but in no event shall the expiration date be more than thirty days after the date of issue of the permit. Such transportable manufactured home permit shall be valid for a single trip only. The transportable manufactured home permit shall be prominently displayed on the rear of the mobile home during transit of the mobile home. Peace officers and local tax and assessment officials may request, and upon demand shall be shown, all moving permits, tax receipts, or certificates required by this subsection (2). Nothing in this section shall require a permit from a county treasurer for the movement of a new manufactured home. For the purposes of this section, a new manufactured home is one in transit under invoice or manufacturer's statement of origin which has not been previously occupied for residential purposes.

(b) All applications for permits to move manufactured homes over state highways shall comply with the following special provisions:

(I) Each such application shall be for a single trip, a special permit, an annual permit, or, subject to the requirements of paragraph (a) of subsection (1.5) of this section, an annual fleet permit. The application shall be accompanied by a certificate or other proof of public liability insurance in amounts of not less than one hundred thousand dollars per person and three hundred thousand dollars per accident for all manufactured homes moved within this state by the permit holder during the effective term of the permit. Each application for a single trip permit shall be accompanied by an authentication of paid ad valorem taxes on the used manufactured home.

(II) Holders of permits shall keep and maintain, for not less than three calendar years, records of all manufactured homes moved in whole or in part within this state, which records shall include the plate number of the towing vehicle; the year, make, serial number, and size of the unit moved, together with date of the move; the place of pickup; and the exact address of the final destination and the county of final destination and the name and address of the landowner of the final destination. These records shall be available upon request within this state for inspection by the state of Colorado or any of its ad valorem taxing governmental subdivisions.

(III) Holders of permits shall obtain an authentication of paid ad valorem taxes through the date of the move from the owner of a used manufactured home or from the county treasurer of the county from which the used manufactured home is being moved. Permit holders shall notify the county treasurer of the county from which the manufactured home is being moved of the new exact address of the final destination and the county of final destination of the manufactured home and the name and address of the landowner of the final destination, and, if within the state, the county treasurer shall forward copies of the used manufactured home tax certificate to the county assessor of the destination county. County treasurers may compute ad valorem manufactured home taxes due based upon the next preceding year's assessment prorated through the date of the move and accept payment of such as payment in full.

(IV) No owner of a manufactured home shall move the manufactured home or provide for the movement of the manufactured home without being the holder of a paid ad valorem tax certificate and a transportable manufactured home permit thereon, and no person shall assist such an owner in the movement of such owner's manufactured home, including a manufactured home dealer. Except as otherwise provided in this paragraph (b), a permit holder who moves any

manufactured home within this state shall be liable for all unpaid ad valorem taxes thereon through the date of such move if movement is made prior to payment of the ad valorem taxes due on the manufactured home moved.

(V) In the event of an imminent natural or man-made disaster or emergency, including, but not limited to, rising waters, flood, or fire, the owner, owner's representative or agent, occupant, or tenant of a manufactured home or the mobile home park owner or manager, lienholder, or manufactured home dealer is specifically exempted from the need to obtain a permit pursuant to this section and may move the endangered manufactured home out of the danger area to a temporary or new permanent location and may move such manufactured home back to its original location without a permit or penalty or fee requirement. Upon any such move to a temporary location as a result of a disaster or emergency, the person making the move or such person's agent or representative shall notify the county assessor in the county to which the manufactured home has been moved, within twenty days after such move, of the date and circumstances pertaining to the move and the temporary or permanent new location of the manufactured home. If the manufactured home is moved to a new permanent location from a temporary location as a result of a disaster or emergency, a permit for such move shall be issued but no fee shall be assessed.

(3) Any local authority is authorized to issue or withhold a permit, as provided in this section, and, if such permit is issued, to limit the number of trips, or to establish seasonal or other time limitations within which the vehicles described may be operated on the highways indicated, or otherwise to limit or prescribe conditions of operation of such vehicles, when necessary to protect the safety of highway users, to protect the efficient movement of traffic from unreasonable interference, or to protect the highways from undue damage to the road foundations, surfaces, or structures and may require such undertaking or other security as may be deemed necessary to compensate for any injury to any highway or highway structure.

(4) The original or a copy of every such permit shall be carried in the vehicle or combination of vehicles to which it refers and shall be open to inspection by any police officer or authorized agent of any authority granting such permit; except that, if a peace officer, as described in section 16-2.5-101, C.R.S., or an authorized agent of the authority that granted a permit may determine that the permit can be electronically verified at the time of contact, a copy of the permit need not be carried in the vehicle or combination of vehicles to which it refers. No person shall violate any of the terms or conditions of such permit.

(5) No vehicle having a permit under this section shall be remodeled, rebuilt, altered, or changed except in such a way as to conform to those specifications and limitations established in sections 501 to 507 and 1407.

(6) Any person who has obtained a valid permit for the movement of any oversize vehicle or load may attach to such vehicle or load or to any vehicle accompanying the same not more than three illuminated flashing yellow signals as warning devices.

(7) No permit shall be necessary for the operation of authorized emergency vehicles, public transportation vehicles operated by municipalities or other political subdivisions of the

state, county road maintenance and county road construction equipment temporarily moved upon the highway, implements of husbandry, and farm tractors temporarily moved upon the highway, including transportation of such tractors or implements by a person dealing therein to such person's place of business within the state or to the premises of a purchaser or prospective purchaser within the state; nor shall such vehicles or equipment be subject to the size and weight provisions of this part 5.

(8) The department of transportation shall have a procedure to allow those persons who are transporting loads from another state into Colorado and who would require a permit under the provisions of this section to make advance arrangements by telephone or other means of communication for the issuance of a permit if the load otherwise complies with the requirements of this section.

(9) No permit shall be necessary for the operation of authorized emergency vehicles, public transportation vehicles operated by municipalities or other political subdivisions of the state, county road maintenance and county road construction equipment temporarily moved upon the highway, implements of husbandry, and farm tractors temporarily moved upon the highway, including transportation of such tractors or implements by a person dealing therein to such person's place of business within the state or to the premises of a purchaser or prospective purchaser within the state; nor shall such vehicles or equipment be subject to the size and weight provisions of this part 5.

(10) Local law enforcement officials shall verify the validity of permits issued under this section whenever feasible. Upon determination by any of such officials or by any personnel of a county assessor's or county treasurer's office indicating that a manufactured home has been moved without a valid permit, the district attorney shall investigate and prosecute any alleged violation as authorized by law.

(11) (a) Any local authority may impose a fee, in addition to but not to exceed the following amounts:

(I) (I) For overlength, overwidth, and overheight permits on loads or vehicles which do not exceed legal weight limits:

(A) Annual permit, two hundred fifty dollars;

(B) Single trip permit, fifteen dollars;

(II) Not applicable.

(III) For overweight permits for vehicles or loads exceeding legal weight limits up to two hundred thousand pounds:

(A) Annual permit, four hundred dollars;

(B) Single trip permit, fifteen dollars plus five dollars per axle;

(C) Annual fleet permits, one thousand five hundred dollars plus twenty-five dollars per vehicle to be permitted. For purposes of this sub-subparagraph (C), "fleet" means any group of two or more vehicles owned by one person. This sub-subparagraph (C) shall apply only to longer vehicle combinations as defined in section 505.

(c) Any local authority may impose a fee for a special permit for structural, oversize, or overweight moves requiring extraordinary action or moves involving weight in excess of two hundred thousand pounds, except that a super-load permit fee is four hundred dollars, the amount of the fee shall not exceed the actual cost of the extraordinary action.

(12) (a) Any person holding a permit issued pursuant to this section or any person operating a vehicle pursuant to such permit who violates any provision of this section, any ordinance or resolution of a local authority, or any standards or rules or regulations promulgated pursuant to this section, except the provisions of subparagraph (IV) of paragraph (b) of subsection (2) of this section, commits a class 2 misdemeanor traffic offense.

(b) Any person who violates the provisions of subparagraph (IV) of paragraph (b) of subsection (2) of this section commits a class 2 petty offense and, upon conviction thereof, shall be fined two hundred dollars; except that, upon conviction of a second or subsequent such offense, such person commits a class 3 misdemeanor and shall be punished as provided in section 18-1.3-501, C.R.S.

(c) A local authority with regard to a local permit may, after a hearing, revoke, suspend, refuse to renew, or refuse to issue any permit authorized by this section upon a finding that the holder of the permit has violated the provisions of this section, any ordinance or resolution of the local authority, or any standards or rules promulgated pursuant to this section.

511. Permit standards - state and local.

(1) (a) Any permits which may be required by local authorities shall be issued in accordance with ordinances and resolutions adopted by the respective local authorities after a public hearing at which testimony is received from affected motor vehicle owners and operators. Notice of such public hearing shall be published in a newspaper having general circulation within the local authority's jurisdiction. Such notice shall not be less than eight days prior to the date of hearing. The publication shall not be placed in that portion of the newspaper in which legal notices or classified advertisements appear. Such notice shall state the purpose of the hearing, the time and place of the hearing, and that the general public, including motor vehicle owners and operators to be affected, may attend and make oral or written comments regarding the proposed ordinance or resolution. Notice of any subsequent hearing shall be published in the same manner as for the original hearing.

(b) At least thirty days prior to such public hearing, the local authority shall transmit a copy of the proposed ordinance or resolution to the department of transportation for its comments, and said department shall make such comments in writing to the local authority prior to such public hearing.

(c) Any local authority that adopts or has adopted an ordinance or resolution governing permits for the movement of oversize or overweight vehicles or loads shall file a copy of the ordinance or resolution with the department of transportation.

512. Liability for damage to highway.

(1) No person shall drive, operate, or move upon or over any highway or highway structure any vehicle, object, or contrivance in such a manner so as to cause damage to said highway or highway structure. When the damage sustained to said highway or highway structure is the result of the operating, driving, or moving of such vehicle, object, or contrivance weighing in excess of the maximum weight authorized by sections 501 to 512 and 1407, it shall be no defense to any action, either civil or criminal, brought against such person that the weight of the vehicle was authorized by special permit issued in accordance with sections 501 to 512 and 1407.

(2) Every person violating the provisions of subsection (1) of this section shall be liable for all damage which said highway or highway structure may sustain as a result thereof. Whenever the driver of such vehicle, object, or contrivance is not the owner thereof but is operating, driving, or moving such vehicle, object, or contrivance with the express or implied consent of the owner thereof, then said owner or driver shall be jointly and severally liable for any such damage. The liability for damage sustained by any such highway or highway structure may be enforced by a civil action by the authorities in control of such highway or highway structure. No satisfaction of such civil liability, however, shall be deemed to be a release or satisfaction of any criminal liability for violation of the provisions of subsection (1) of this section.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

PART 6
SIGNALS - SIGNS – MARKINGS

601. Local governments to sign highways, where.

This local government shall place and maintain such traffic control devices, conforming to the "Manual of Uniform Traffic Control Devices" and specifications, upon streets and highways as it deems necessary to indicate and to carry out the provisions of this Code or to regulate, warn, or guide traffic.

602. Local traffic control devices.

(1) No local authority shall erect or maintain any stop sign or traffic control signal at any location so as to require the traffic on any state highway to stop before entering or crossing any intersecting highway unless approval in writing has first been obtained from the department of transportation.

(2) Where practical no local authority shall maintain three traffic control signals located on a roadway so as to be within one minute's driving time (to be determined by the speed limit) from any one of the signals to the other without synchronizing the lights to enhance the flow of traffic and thereby reduce air pollution.

603. Obedience to official traffic control devices.

(1) No driver of a vehicle shall disobey the instructions of any official traffic control device including any official hand signal device placed or displayed in accordance with the provisions of this Code unless otherwise directed by a police officer subject to the exceptions in this Code granted the driver of an authorized emergency vehicle.

(2) No provision of this Code for which official traffic control devices are required shall be enforced against an alleged violator if at the time and place of the alleged violation an official device is not in proper position and sufficiently legible to be seen by an ordinarily observant person. Whenever a particular section does not state that official traffic control devices are required, such section shall be effective even though no devices are erected or in place.

(3) Whenever official traffic control devices are placed in position approximately conforming to the requirements of this Code, such devices shall be presumed to have been so placed by the official act or direction of lawful authority unless the contrary is established by competent evidence.

(4) Any official traffic control device placed pursuant to the provisions of this Code and purporting to conform to the lawful requirements pertaining to such devices shall be presumed to comply with the requirements of this Code unless the contrary is established by competent evidence.

(5) Any person who violates any provision of this section commits a class A traffic infraction.

604. Traffic control signal legend.

(1) If traffic is controlled by traffic control signals exhibiting different colored lights, or colored lighted arrows, successively one at a time or in combination as declared in the traffic control manual adopted by the department of transportation, only the colors green, yellow, and red shall be used, except for special pedestrian-control signals carrying a word or symbol legend as provided in section 802, and said lights, arrows, and combinations thereof shall indicate and apply to drivers of vehicles and pedestrians as follows:

(a) Green indication:

(I) Vehicular traffic facing a circular green signal may proceed straight through or turn right or left unless a sign at such place prohibits such turn; but vehicular traffic, including vehicles turning right or left, shall yield the right-of-way to other vehicles and to pedestrians lawfully within the intersection and to pedestrians lawfully within an adjacent crosswalk at the time such signal is exhibited.

(II) Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may cautiously enter the intersection only to make the movement indicated by such arrow or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

(III) Unless otherwise directed by a pedestrian-control signal as provided in section 42-4-802, C.R.S., pedestrians facing any green signal, except when the sole green signal is a turn arrow, may proceed across the roadway within any marked or unmarked crosswalk.

(b) Steady yellow indication:

(I) Vehicular traffic facing a steady circular yellow or yellow arrow signal is thereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter.

(II) Pedestrians facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian-control signal as provided in section 802, are thereby advised that there is insufficient time to cross the roadway before a red indication is shown, and no pedestrian shall then start to cross the roadway.

(c) Steady red indication:

(I) Vehicular traffic facing a steady circular red signal alone shall stop at a clearly marked stop line but, if none, before entering the crosswalk on the near side of the intersection or, if none, then before entering the intersection and shall remain standing until an indication to proceed is shown; except that:

(A) Such vehicular traffic, after coming to a stop and yielding the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection, may make a right turn, unless state or local road authorities within their respective jurisdictions have by ordinance or resolution prohibited any such right turn and have erected an official sign at each intersection where such right turn is prohibited.

(B) Such vehicular traffic, when proceeding on a one-way street and after coming to a stop, may make a left turn onto a one-way street upon which traffic is moving to the left of the driver. Such turn shall be made only after yielding the right-of-way to pedestrians and other traffic proceeding as directed. No turn shall be made pursuant to this sub-subparagraph (B) if local authorities have by ordinance prohibited any such left turn and erected a sign giving notice of any such prohibition at each intersection where such left turn is prohibited.

(C) To promote uniformity in traffic regulation throughout the state and to protect the public peace, health, and safety, the general assembly declares that no local authority shall have any discretion other than is expressly provided in this subparagraph (I).

(II) Pedestrians facing a steady circular red signal alone shall not enter the roadway, unless otherwise directed by a pedestrian-control signal as provided in section 802.

(III) Vehicular traffic facing a steady red arrow signal may not enter the intersection to make the movement indicated by such arrow and, unless entering the intersection to make such other movement as is permitted by other indications shown at the same time, shall stop at a

clearly marked stop line but, if none, before entering the crosswalk on the near side of the intersection or, if none, then before entering the intersection and shall remain standing until an indication to make the movement indicated by such arrow is shown.

(IV) Pedestrians facing a steady red arrow signal shall not enter the roadway, unless otherwise directed by a pedestrian-control signal as provided in section 802.

(d) Non-intersection signal: In the event an official traffic control signal is erected and maintained at a place other than an intersection, the provisions of this section shall be applicable except as to those provisions which by their nature can have no application. Any stop required shall be made at a sign or pavement marking indicating where the stop shall be made, but in the absence of any such sign or marking the stop shall be made at the signal.

(e) Lane-use-control signals: Whenever lane-use-control signals are placed over the individual lanes of a street or highway, as declared in the traffic control manual adopted by the department of transportation, such signals shall indicate and apply to drivers of vehicles as follows:

(I) Downward-pointing green arrow (steady): A driver facing such signal may drive in any lane over which said green arrow signal is located.

(II) Yellow "X" (steady): A driver facing such signal is warned that the related green arrow movement is being terminated and shall vacate in a safe manner the lane over which said steady yellow signal is located to avoid if possible occupying that lane when the steady red "X" signal is exhibited.

(III) Yellow "X" (flashing): A driver facing such signal may use the lane over which said flashing yellow signal is located for the purpose of making a left turn or a passing maneuver, using proper caution, but for no other purpose.

(IV) Red "X" (steady): A driver facing such signal shall not drive in any lane over which said red signal is exhibited.

(2) Any person who violates any provision of this section commits a class A traffic infraction.

605. Flashing signals.

(1) Whenever an illuminated flashing red or yellow signal is used in conjunction with a traffic sign or a traffic signal or as a traffic beacon, it shall require obedience by vehicular traffic as follows:

(a) When a red lens is illuminated with rapid intermittent flashes, drivers of vehicles shall stop at a clearly marked stop line but, if none, before entering the crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection, and the right to proceed shall be subject to the rules applicable after making a stop at a stop sign.

(b) When a yellow lens is illuminated with rapid intermittent flashes, drivers of vehicles may proceed past such signal and through the intersection or other hazardous location only with caution.

(2) This section shall not apply at railroad grade crossings. Conduct of drivers of vehicles approaching railroad crossings shall be governed by the provisions of sections 706 to 708.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

606. Display of unauthorized signs or devices.

(1) No person shall place, maintain, or display upon or in view of any highway any unauthorized sign, signal, marking, or device which purports to be or is an imitation of or resembles an official traffic control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of any official traffic control device or any railroad sign or signal, and no person shall place or maintain nor shall any public authority permit upon any highway any traffic sign or signal bearing thereon any commercial advertising. The provisions of this section shall not be deemed to prohibit the use of motorist services information of a general nature on official highway guide signs if such signs do not indicate the brand, trademark, or name of any private business or commercial enterprise offering the service, nor shall this section be deemed to prohibit the erection upon private property adjacent to highways of signs giving useful directional information and of a type that cannot be mistaken for official signs.

(2) Every such prohibited sign, signal, or marking is declared to be a public nuisance, and the authority having jurisdiction over the highway is empowered to remove the same or cause it to be removed without notice.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

(4) The provisions of this section shall not be applicable to informational sites authorized under section 43-1-405, C.R.S.

(5) The provisions of this section shall not be applicable to specific information signs authorized under section 43-1-420, C.R.S.

607. Interference with official devices.

(1) (a) No person shall, without lawful authority, attempt to or in fact alter, deface, injure, knock down, remove, or interfere with the effective operation of any official traffic control device or any railroad sign or signal or any inscription, shield, or insignia thereon or any other part thereof. Except as otherwise provided in subsection (2) of this section, any person who violates any provision of this paragraph (a) commits a class B traffic infraction.

(b) No person shall possess or sell, without lawful authority, an electronic device that is designed to cause a traffic light to change. A person who violates any provision of this paragraph (b) commits a class B traffic infraction.

(2) (a) No person shall use an electronic device, without lawful authority, that causes a traffic light to change. Except as otherwise provided in paragraph (b) of this subsection (2), a person who violates any provision of this paragraph (a) commits a class A traffic infraction.

(b) A person who violates any provision of paragraph (a) of this subsection (2) and thereby proximately causes bodily injury to another person commits a class 1 misdemeanor traffic offense. In addition to any other penalty imposed by law, the court shall impose a fine of one thousand dollars.

608. Signals by hand or signal device.

(1) Any stop or turn signal when required as provided by section 42-4-903, C.R.S., shall be given either by means of the hand and arm as provided by section 42-4-609, C.R.S., or by signal lamps or signal device of the type approved by the department, except as otherwise provided in subsection (2) of this section.

(2) Any motor vehicle in use on a highway shall be equipped with, and the required signal shall be given by, signal lamps when the distance from the center of the top of the steering post to the left outside limit of the body, cab, or load of such motor vehicle exceeds twenty-four inches or when the distance from the center of the top of the steering post to the rear limit of the body or load thereof exceeds fourteen feet. The latter measurement shall apply to any single vehicle, also to any combination of vehicles.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

609. Method of giving hand and arm signals.

(1) All signals required to be given by hand and arm shall be given from the left side of the vehicle in the following manner, and such signals shall indicate as follows:

(a) Left-turn, hand and arm extended horizontally;

(b) Right-turn, hand and arm extended upward;

(c) Stop or decrease speed, hand and arm extended downward.

(2) Any person who violates any provision of this section commits a class A traffic infraction.

610. Unauthorized insignia.

No owner shall display upon any part of the owner's vehicle any official designation, sign, or insignia of any public or quasi-public corporation or municipal, state, or national department or governmental subdivision without authority of such agency or any insignia, badge, sign, emblem, or distinctive mark of any organization or society of which the owner is not a bona fide member or otherwise authorized to display such sign or insignia. Any person who violates any provision of this section commits a class B traffic infraction.

611. Paraplegic persons or persons with disabilities - distress flag.

1) Any paraplegic person or person with a disability when in motor vehicle distress is authorized to display by the side of such person's disabled vehicle a white flag of approximately seven and one-half inches in width and thirteen inches in length, with the letter "D" thereon in

red color with an irregular one-half inch red border. Said flag shall be of reflective material so as to be readily discernible under darkened conditions, and said reflective material must be submitted to and approved by the department of transportation before the same is used.

(2) Any person who is not a paraplegic person or a person with a disability who uses such flag as a signal or for any other purpose is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than one hundred dollars nor more than three hundred dollars, or by imprisonment in the county jail for not less than ten days nor more than ninety days, or by both such fine and imprisonment.

612. When signals are inoperative or malfunctioning.

(1) Whenever a driver approaches an intersection and faces a traffic control signal which is inoperative or which remains on steady red or steady yellow during several time cycles, the rules controlling entrance to a through street or highway from a stop street or highway, as provided under section 703, shall apply until a police officer assumes control of traffic or until normal operation is resumed. In the event that any traffic control signal at a place other than an intersection should cease to operate or should malfunction as set forth in this section, drivers may proceed through the inoperative or malfunctioning signal only with caution, as if the signal were one of flashing yellow.

(2) Whenever a pedestrian faces a pedestrian-control signal as provided in section 802 which is inoperative or which remains on "Don't Walk" or "Wait" during several time cycles, such pedestrian shall not enter the roadway unless the pedestrian can do so safely and without interfering with any vehicular traffic.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

613. Failure to pay toll established by regional transportation authority.

Any person who fails to pay a required fee, toll, rate, or charge established by a regional transportation authority created pursuant to part 6 of Code 4 of title 43, C.R.S., for the privilege of traveling on or using any property included in a regional transportation system pursuant to part 6 of Code 4 of title 43, C.R.S., commits a class A traffic infraction.

614. Designation of highway maintenance, repair, or construction zones - signs - increase in penalties for speeding violations.

(1) (a) If maintenance, repair, or construction activities are occurring or will occur within four hours on a portion of a state highway, the department of transportation may designate such portion of the highway as a highway maintenance, repair, or construction zone. Any person who commits certain violations listed in section 1701 (4) in a maintenance, repair, or construction zone that is designated pursuant to this section is subject to the increased penalties and surcharges imposed by section 1701 (4) (c).

(b) If maintenance, repair, or construction activities are occurring or will occur within four hours on a portion of a roadway that is not a state highway, the public entity conducting the activities may designate such portion of the roadway as a maintenance, repair, or construction zone. A person who commits certain violations listed in section 1701 (4) in a maintenance, repair, or construction zone that is designated pursuant to this section is subject to the increased penalties and surcharges imposed by section 1701 (4) (c).

(2) Local authorities, within their jurisdiction, shall designate a maintenance, repair, or construction zone by erecting or placing an appropriate sign in a conspicuous place before the area where the maintenance, repair, or construction activity is taking place or will be taking place within four hours. Such sign shall notify the public that increased penalties for certain traffic violations are in effect in such zone. Local authorities shall erect or place a second sign after such zone indicating that the increased penalties for certain traffic violations are no longer in effect. A maintenance, repair, or construction zone begins at the location of the sign indicating that increased penalties are in effect and ends at the location of the sign indicating that the increased penalties are no longer in effect.

(3) Signs used for designating the beginning and end of a maintenance, construction, or repair zone shall conform to department of transportation requirements. Local authorities may display such signs on any fixed, variable, or movable stand. Local authorities may place such a sign on a moving vehicle if required for certain activities, including, but not limited to, highway painting work.

615. School zones - increase in penalties for moving traffic violations.

(1) Any person who commits a moving traffic violation in a school zone is subject to the increased penalties and surcharges imposed by section 1701(4)(d).

(2) For the purposes of this section, “school zone” means an area that is designated as a school zone and has appropriate signs posted indicating that the penalties and surcharges will be doubled. The state or local government having jurisdiction over the placement of traffic signs and traffic control devices in the school zone area shall designate when the area will be deemed to be a school zone for the purposes of this section. In making such designation, the state or local government shall consider when increased penalties are necessary to protect the safety of school children.

(3) This section does not apply if the penalty and surcharge for a violation has been doubled pursuant to section 614 because such violation also occurred within a highway maintenance, repair, or construction zone.

616. Wildlife crossing zones - increase in penalties for moving traffic violations.

(1) Except as described by subsection (4) of this section, a person who commits a moving traffic violation in a wildlife crossing zone is subject to the increased penalties and surcharges imposed by section 1701 (4) (d.5).

(2) For the purposes of this section, "wildlife crossing zone" means an area on a public highway that:

(a) Begins at a sign that conforms to the state traffic control manual, was erected by the department of transportation pursuant to section 118, and indicates that a person is about to enter a wildlife crossing zone; and

(b) Extends to:

(I) A sign that conforms to the state traffic control manual, was erected by the department of transportation pursuant to section 118, and indicates that a person is about to leave a wildlife crossing zone; or

(II) If no sign exists that complies with subparagraph (I) of this paragraph (b), the distance indicated on the sign indicating the beginning of the wildlife crossing zone; or

(III) If no sign exists that complies with subparagraph (I) or (II) of this paragraph (b), one-half mile beyond the sign indicating the beginning of the wildlife crossing zone.

(3) (a) If the department of transportation erects a sign that indicates that a person is about to enter a wildlife crossing zone pursuant to section 118, the department of transportation shall:

(I) Establish the times of day and the periods of the calendar year during which the area will be deemed to be a wildlife crossing zone for the purposes of this section; and

(II) Ensure that the sign indicates the times of day and the periods of the calendar year during which the area will be deemed to be a wildlife crossing zone for the purposes of this section.

(b) In erecting signs as described in paragraph (a) of this subsection (3), the department of transportation, pursuant to section 118, shall not erect signs establishing a lower speed limit for more than one hundred miles of the public highways of the state that have been established as wildlife crossing zones.

(4) This section shall not apply if:

(a) The person who commits a moving traffic violation in a wildlife crossing zone is already subject to increased penalties and surcharges for said violation pursuant to section 614 or 615;

(b) The sign indicating that a person is about to enter a wildlife crossing zone does not indicate that increased traffic penalties are in effect in the zone; or

(c) The person who commits a moving traffic violation in a wildlife crossing zone commits the violation during a time that the area is not deemed by the department of transportation to be a wildlife crossing zone for the purposes of this section.

PART 7
RIGHTS-OF-WAY

701. Vehicles approaching or entering intersection.

(1) When two vehicles approach or enter an intersection from different highways at approximately the same time, the driver of the vehicle on the left shall yield the right-of-way to the vehicle on the right.

(2) The foregoing rule is modified at through highways and otherwise as stated in sections 702 to 704.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

702. Vehicle turning left.

The driver of a vehicle intending to turn to the left within an intersection or into an alley, private road, or driveway shall yield the right-of-way to any vehicle approaching from the opposite direction which is within the intersection or so close thereto as to constitute an immediate hazard. Any person who violates any provision of this section commits a class A traffic infraction.

703. Entering through highway - stop or yield intersection.

(1) The department of transportation and local authorities, within their respective jurisdictions, may erect and maintain stop signs, yield signs, or other official traffic control devices to designate through highways or to designate intersections or other roadway junctions at which vehicular traffic on one or more of the roadways is directed to yield or to stop and yield before entering the intersection or junction. In the case of state highways, such regulations shall be subject to the provisions of section 43-2-135 (1) (g), C.R.S.

(2) Every sign erected pursuant to subsection (1) of this section shall be a standard sign adopted by the department of transportation.

(3) Except when directed to proceed by a police officer, every driver of a vehicle approaching a stop sign shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After having stopped, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time when such driver is moving across or within the intersection or junction of roadways.

(4) The driver of a vehicle approaching a yield sign, in obedience to such sign, shall slow to a speed reasonable for the existing conditions and, if required for safety to stop, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After slowing or stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is

moving across or within the intersection or junction of roadways; except that, if a driver is involved in a collision with a vehicle in the intersection or junction of roadways after driving past a yield sign without stopping, such collision shall be deemed prima facie evidence of the driver's failure to yield right-of-way.

(5) Any person who violates any provision of this section commits a class A traffic infraction.

704. Vehicle entering roadway.

The driver of a vehicle about to enter or cross a roadway from any place other than another roadway shall yield the right-of-way to all vehicles approaching on the roadway to be entered or crossed. Any person who violates any provision of this section commits a class A traffic infraction.

705. Operation of vehicle approached by emergency vehicle - operation of vehicle approaching stationary emergency vehicle.

(1) Upon the immediate approach of an authorized emergency vehicle making use of audible or visual signals meeting the requirements of section 213 or 222, the driver of every other vehicle shall yield the right-of-way and where possible shall immediately clear the farthest left hand lane lawfully available to through traffic and shall drive to a position parallel to, and as close as possible to, the right-hand edge or curb of a roadway clear of any intersection and shall stop and remain in that position until the authorized emergency vehicle has passed, except when otherwise directed by a police officer.

(2) (a) A driver in a vehicle shall exhibit due care and caution and proceed as described in subsections (2)(b) and (2)(c) of this section when approaching or passing;

(I) A stationary authorized emergency vehicle that is giving a visual signal by means of flashing, rotating, or oscillating red, blue, or white lights as permitted by section 42-4-213 or 42-4-222, C.R.S.;

(II) A stationary towing carrier vehicle that is giving a visual signal by means of flashing, rotating, or oscillating yellow lights; or

(III) A stationary public utility service vehicle that is giving a visual signal by means of flashing, rotating, or oscillating amber lights.

(b) On a highway with at least two adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle is located, the driver of an approaching or passing vehicle shall proceed with due care and caution and yield the right-of-way by moving into a lane at least one moving lane apart from the stationary authorized emergency vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle unless directed otherwise by a peace officer or other authorized emergency personnel. If movement to an adjacent moving lane is not possible due to weather, road conditions, or the immediate presence

of vehicular or pedestrian traffic, the driver of the approaching vehicle shall proceed in the manner described in subsection (2)(c) of this section.

(c) On a highway that does not have at least two adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle is located, or if movement by the driver of the approaching vehicle into an adjacent moving lane, as described in subsection (2)(b) of this section, is not possible, the driver of an approaching vehicle shall reduce and maintain a safe speed with regard to the location of the stationary authorized vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle; weather conditions, road conditions, and vehicular or pedestrian traffic and proceed with due care and caution, or as directed by a peace officer or other authorized emergency personnel.

(2.5) (a) A driver in a vehicle that is approaching or passing a maintenance, repair, or construction vehicle that is moving at less than twenty miles per hour shall exhibit due care and caution and proceed as described in paragraphs (b) and (c) of this subsection (2.5).

(b) On a highway with at least two adjacent lanes proceeding in the same direction on the same side of the highway where a stationary or slow-moving maintenance, repair, or construction vehicle is located, the driver of an approaching or passing vehicle shall proceed with due care and caution and yield the right-of-way by moving into a lane at least one moving lane apart from the vehicle, unless directed otherwise by a peace officer or other authorized emergency personnel. If movement to an adjacent moving lane is not possible due to weather, road conditions, or the immediate presence of vehicular or pedestrian traffic, the driver of the approaching vehicle shall proceed in the manner described in paragraph (c) of this subsection (2.5).

(c) On a highway that does not have at least two adjacent lanes proceeding in the same direction on the same side of the highway where a stationary or slow-moving maintenance, repair, or construction vehicle is located, or if movement by the driver of the approaching vehicle into an adjacent moving lane, as described in paragraph (b) of this subsection (2.5), is not possible, the driver of an approaching vehicle shall reduce and maintain a safe speed with regard to the location of the stationary or slow-moving maintenance, repair, or construction vehicle, weather conditions, road conditions, and vehicular or pedestrian traffic, and shall proceed with due care and caution, or as directed by a peace officer or other authorized emergency personnel.

(2.6) (a) A driver in a vehicle that is approaching or passing a motor vehicle where the tires are being equipped with chains on the side of the highway shall exhibit due care and caution and proceed as described in paragraphs (b) and (c) of this subsection (2.6).

(b) On a highway with at least two adjacent lanes proceeding in the same direction on the same side of the highway where chains are being applied to the tires of a motor vehicle, the driver of an approaching or passing vehicle shall proceed with due care and caution and yield the right-of-way by moving into a lane at least one moving lane apart from the vehicle, unless directed otherwise by a peace officer or other authorized emergency personnel. If movement to an adjacent moving lane is not possible due to weather, road conditions, or the immediate

presence of vehicular or pedestrian traffic, the driver of the approaching vehicle shall proceed in the manner described in paragraph (c) of this subsection (2.6).

(c) On a highway that does not have at least two adjacent lanes proceeding in the same direction on the same side of the highway where chains are being applied to the tires of a motor vehicle, or if movement by the driver of the approaching vehicle into an adjacent moving lane, as described in paragraph (b) of this subsection (2.6), is not possible, the driver of an approaching vehicle shall reduce and maintain a safe speed with regard to the location of the motor vehicle where chains are being applied to the tires, weather conditions, road conditions, and vehicular or pedestrian traffic, and shall proceed with due care and caution, or as directed by a peace officer or other authorized emergency personnel.

(3) (a) Any person who violates subsection (1) of this section commits a class A traffic infraction.

(b) (I) Except as otherwise provided in subsection (3)(b)(II) and (3)(b)(III) of this section, any person who violates subsection (2), (2.5), or (2.6) of this section commits careless driving as described in 42-4-1402, C.R.S.

(II) If the person violates subsection (2) of this section and the person's actions are the proximate cause of bodily injury to another person, the person commits a class 1 misdemeanor and shall be punished as described in section 18-1.3-501.

(III) If the person violations subsection (2) of this section and the person's actions are the proximate cause of the death of another person, the person commits a class 6 felony and shall be punished as described in section 18-1.3-401.

706. Obedience to railroad signal.

(1) Any driver of a motor vehicle approaching a railroad crossing sign shall slow down to a speed that is reasonable and safe for the existing conditions. If required to stop for a traffic control device, flagperson, or safety before crossing the railroad grade crossing, the driver shall stop at the marked stop line, if any. If no such stop line exists, the driver shall:

(a) Stop not less than fifteen feet nor more than fifty feet from the nearest rail of the railroad grade crossing and shall not proceed until the railroad grade can be crossed safely; or

(b) In the event the driver would not have a reasonable view of approaching trains when stopped pursuant to paragraph (a) of this subsection (1), stop before proceeding across the railroad grade crossing at the point nearest such crossing where the driver has a reasonable view of approaching trains and not proceed until the railroad grade can be crossed safely.

(2) No person shall drive any vehicle through, around, or under any crossing gate or barrier at a railroad crossing while such gate or barrier is closed or is being opened or closed, nor shall any pedestrian pass through, around, over, or under any crossing gate or barrier at a railroad grade crossing while such gate or barrier is closed or is being opened or closed.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

707. Certain vehicles must stop at railroad grade crossings.

(1) Except as otherwise provided in this section, the driver of a school bus, as defined in paragraph (b) of subsection (5) of this section, carrying any schoolchild, the driver of a vehicle carrying hazardous materials that is required to be placarded in accordance with regulations issued pursuant to section 42-20-108, C.R.S., or the driver of a commercial vehicle, as defined in section 42-4-235, C.R.S., that is transporting passengers, before crossing at grade any tracks of a railroad, shall stop such vehicle within fifty feet but not less than fifteen feet from the nearest rail of such railroad and while so stopped shall listen and look in both directions along such track for any approaching train and for signals indicating the approach of a train and shall not proceed until the driver can do so safely. After stopping as required in this section and upon proceeding when it is safe to do so, the driver of any said vehicle shall cross only in such gear of the vehicle that there will be no necessity for changing gears while traversing such crossing, and the driver shall not manually shift gears while crossing the tracks.

(2) This section shall not apply at street railway grade crossings within a business district.

(3) When stopping as required at such railroad crossing, the driver shall keep as far to the right of the roadway as possible and shall not form two lanes of traffic unless the roadway is marked for four or more lanes of traffic.

(4) Subsection (1) of this section shall not apply at:

(a) (Deleted by amendment, L. 2006, p. 42, §1, effective July 1, 2006.)

(b) Any railroad grade crossing at which traffic is regulated by a traffic control signal;

(c) Any railroad grade crossing at which traffic is controlled by a police officer or human flagperson;

(d) Any railroad crossing where state or local road authorities within their respective jurisdictions have determined that trains are not operating during certain periods or seasons of the year and have erected an official sign carrying the legend “exempt”, which shall give notice when so posted that such crossing is exempt from the stopping requirement provided for in this section.

(5) For the purposes of this section:

(a) The definition of hazardous materials shall be the definition contained in the rules adopted by the chief of the Colorado state patrol pursuant to section 42-20-108, C.R.S.

(b) “School bus” means only those school buses that are required to bear on the front and rear of such school bus the words “SCHOOL BUS” and display visual signal lights pursuant to section 1903 (2) (a).

(6) Any person who violates any provision of this section commits a class A traffic infraction.

708. Moving heavy equipment at railroad grade crossing.

(1) No person shall operate or move any crawler-type tractor, steam shovel, derrick, or roller or any equipment or structure having a normal operating speed of ten or less miles per hour

or a vertical body or load clearance of less than nine inches above the level surface of a roadway upon or across any tracks at a railroad grade crossing without first complying with this section.

(2) Notice of any such intended crossing shall be given to a superintendent of such railroad and a reasonable time be given to such railroad to provide proper protection at such crossing.

(3) Before making any such crossing, the person operating or moving any such vehicle or equipment shall first stop the same not less than fifteen feet nor more than fifty feet from the nearest rail of such railroad, and while so stopped shall listen and look in both directions along such track for any approaching train and for signals indicating the approach of a train, and shall not proceed until the crossing can be made safely.

(4) No such crossing shall be made when warning is given by automatic signal or crossing gates or a flagperson or otherwise of the immediate approach of a railroad train or car.

(5) Subsection (3) of this section shall not apply at any railroad crossing where state or local road authorities within their respective jurisdictions have determined that trains are not operating during certain periods or seasons of the year and have erected an official sign carrying the legend "exempt", which shall give notice when so posted that such crossing is exempt from the stopping requirement provided in this section.

(6) Any person who violates any provision of this section commits a class B traffic infraction.

709. Stop when traffic obstructed.

No driver shall enter an intersection or a marked crosswalk or drive onto any railroad grade crossing unless there is sufficient space on the other side of the intersection, crosswalk, or railroad grade crossing to accommodate the vehicle the driver is operating without obstructing the passage of other vehicles, pedestrians, or railroad trains, notwithstanding the indication of any traffic control signal to proceed. Any person who violates any provision of this section commits a class A traffic infraction.

710. Emerging from or entering alley, driveway, or building.

1) The driver of a vehicle emerging from an alley, driveway, building, parking lot, or other place, immediately prior to driving onto a sidewalk or into the sidewalk area extending across any such alleyway, driveway, or entranceway, shall yield the right-of-way to any pedestrian upon or about to enter such sidewalk or sidewalk area extending across such alleyway, driveway, or entranceway, as may be necessary to avoid collision, and when entering the roadway shall comply with the provisions of section 704.

(2) The driver of a vehicle entering an alley, driveway, or entranceway shall yield the right-of-way to any pedestrian within or about to enter the sidewalk or sidewalk area extending across such alleyway, driveway, or entranceway.

(3) No person shall drive any vehicle other than a bicycle, electric assisted bicycle, or any other human-powered vehicle upon a sidewalk or sidewalk area, except upon a permanent or duly authorized temporary driveway.

(4) Any person who violates any provision of this section commits a class A traffic infraction.

711. Driving on mountain highways.

(1) The driver of a motor vehicle traveling through defiles or canyons or on mountain highways shall hold such motor vehicle under control and as near to the right-hand edge of the highway as reasonably possible and, except when driving entirely to the right of the center of the roadway, shall give audible warning with the horn of such motor vehicle upon approaching any curve where the view is obstructed within a distance of two hundred feet along the highway.

(2) On narrow mountain highways with turnouts having a grade of six percent or more, ascending vehicles shall have the right-of-way over descending vehicles, except where it is more practicable for the ascending vehicle to return to a turnout.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

712. Driving in highway work area.

(1) The driver of a vehicle shall yield the right-of-way to any authorized vehicle or pedestrian engaged in work upon a highway within any highway construction or maintenance work area indicated by official traffic control devices.

(2) The driver of a vehicle shall yield the right-of-way to any authorized service vehicle engaged in work upon a highway whenever such vehicle displays flashing lights meeting the requirements of section 214.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

713. Yielding right-of-way to transit buses - definitions - penalty.

(1) As used in this section, unless the context otherwise requires:

(a) “Public mass transit operator” has the same meaning as in section 43-1-102 (5), C.R.S.

(b) “Transit bus” means a bus operated by a public mass transit operator.

(2) Drivers of vehicles in the same lane of traffic and behind a transit bus shall yield the right-of-way to the bus if:

(a) The driver of the transit bus, after stopping to allow passengers to board or exit, is signaling an intention to enter a traffic lane; and

(b) A yield sign as described in subsection (3) of this section is displayed and illuminated on the back of the transit bus.

(3) The yield sign referred to in paragraph (b) of subsection (2) of this section shall:

(a) Warn a driver of a vehicle behind the transit bus that the driver is required to yield when the bus is entering a traffic lane; and

(b) Be illuminated when the driver of the transit bus is attempting to enter a traffic lane.

(4) This section does not require a public mass transit operator to install yield signs as described in subsection (3) of this section on transit buses operated by the public mass transit operator.

(5) This section does not relieve a driver of a transit bus from the duty to drive with due regard for the safety of all persons using the roadway.

PART 8
PEDESTRIANS

801. Pedestrian obedience to traffic control devices and traffic regulations.

(1) A pedestrian shall obey the instructions of any official traffic control device specifically applicable to the pedestrian, unless otherwise directed by a police officer.

(2) Pedestrians shall be subject to traffic and pedestrian-control signals as provided in sections 604 and 802 (5).

(3) At all other places, pedestrians shall be accorded the privileges and shall be subject to the restrictions stated in this Code.

(4) Any person who violates any provision of this section commits a class B traffic infraction.

802. Pedestrians' right-of-way in crosswalks.

(1) When traffic control signals are not in place or not in operation, the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.

(2) Subsection (1) of this section shall not apply under the conditions stated in section 803.

(3) No pedestrian shall suddenly leave a curb or other place of safety and ride a bicycle, ride an electrical assisted bicycle, walk, or run into the path of a moving vehicle that is so close as to constitute an immediate hazard.

(4) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

(5) Whenever special pedestrian-control signals exhibiting “Walk” or “Don’t Walk” word or symbol indications are in place, as declared in the traffic control manual adopted by the department of transportation, such signals shall indicate and require as follows:

(a) “Walk” (steady): While the “Walk” indication is steadily illuminated, pedestrians facing such signal may proceed across the roadway in the direction of the signal indication and shall be given the right-of-way by the drivers of all vehicles.

(b) “Don’t Walk” (steady): While the “Don’t Walk” indication is steadily illuminated, no pedestrian shall enter the roadway in the direction of the signal indication.

(c) “Don’t Walk” (flashing): Whenever the “Don’t Walk” indication is flashing, no pedestrian shall start to cross the roadway in the direction of such signal indication, but any pedestrian who has partly completed crossing during the “Walk” indication shall proceed to a sidewalk or to a safety island, and all drivers of vehicles shall yield to any such pedestrian.

(d) Whenever a signal system provides for the stopping of all vehicular traffic and the exclusive movement of pedestrians and “Walk” and “Don’t Walk” signal indications control such pedestrian movement, pedestrians may cross in any direction between corners of the intersection offering the shortest route within the boundaries of the intersection while the “Walk” indication is exhibited, if signals and other official devices direct pedestrian movement in such manner consistent with section 803 (4).

(6) Any person who violates any provision of this section commits a class A traffic infraction.

803. Crossing at other than crosswalks.

(1) Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway.

(2) Any pedestrian crossing a roadway at a point where a pedestrian tunnel or overhead pedestrian crossing has been provided shall yield the right-of-way to all vehicles upon the roadway.

(3) Between adjacent intersections at which traffic control signals are in operation, pedestrians shall not cross at any place except in a marked crosswalk.

(4) No pedestrian shall cross a roadway intersection diagonally unless authorized by official traffic control devices; and, when authorized to cross diagonally, pedestrians shall cross only in accordance with the official traffic control devices pertaining to such crossing movements.

(5) Any person who violates any provision of this section commits a class B traffic infraction.

804. Pedestrian to use right half of crosswalk. (Repealed)

805. Pedestrians walking or traveling in a wheelchair on highways.

(1) Pedestrians walking or traveling in a wheelchair along and upon highways where sidewalks are not provided shall walk or travel only on a road shoulder as far as practicable from the edge of the roadway. Where neither a sidewalk nor road shoulder is available, any pedestrian walking or traveling in a wheelchair along and upon a highway shall walk as near as practicable to an outside edge of the roadway and, in the case of a two-way roadway, shall walk or travel only on the left side of the roadway facing traffic that may approach from the opposite direction; except that any person lawfully soliciting a ride may stand on either side of such two-way roadway where there is a view of traffic approaching from both directions.

(2) No person shall stand in a roadway for the purpose of soliciting a ride from the driver of any private vehicle. For the purposes of this subsection (2), "roadway" means that portion of the road normally used by moving motor vehicle traffic.

(3) It is unlawful for any person who is under the influence of alcohol or of any controlled substance, as defined in section 12-22-303 (7), C.R.S., or of any stupefying drug to walk or be upon that portion of any highway normally used by moving motor vehicle traffic.

(4) This section applying to pedestrians shall also be applicable to riders of animals.

(5) This local government may, by ordinance, regulate the use by pedestrians of streets and highways under its jurisdiction to the extent authorized under subsection (6) of this section and sections 110 and 111, but no ordinance regulating such use of streets and highways in a manner differing from this section shall be effective until official signs or devices giving notice thereof have been placed as required by section 111 (2).

(6) No person shall solicit a ride on any highway included in the interstate system, as defined in section 43-2-101 (2), C.R.S., except at an entrance to or exit from such highway or at places specifically designated by the department of transportation; or, in an emergency affecting a vehicle or its operation, a driver or passenger of a disabled vehicle may solicit a ride on any highway.

(7) Pedestrians shall only be picked up where there is adequate road space for vehicles to pull off and not endanger and impede the flow of traffic.

(8) Upon the immediate approach of an authorized emergency vehicle making use of audible or visual signals meeting the requirements of section 213 or of a police vehicle properly and lawfully making use of an audible signal only, every pedestrian shall yield the right-of-way to the authorized emergency vehicle and shall leave the roadway and remain off the same until the authorized emergency vehicle has passed, except when otherwise directed by a police officer. This subsection (8) shall not relieve the driver of an authorized emergency vehicle from the duty to use due care as provided in sections 108 (4) and 807.

(9) Any person who violates any provision of this section commits a class B traffic infraction.

806. Driving through safety zone prohibited.

No vehicle at any time shall be driven through or within a safety zone. Any person who violates any provision of this section commits a class A traffic infraction.

807. Drivers to exercise due care.

Notwithstanding any of the provisions of this Code, every driver of a vehicle shall exercise due care to avoid colliding with any pedestrian upon any roadway and shall give warning by sounding the horn when necessary and shall exercise proper precaution upon observing any child or any obviously confused or incapacitated person upon a roadway. Any person who violates any provision of this section commits a class A traffic infraction.

808. Drivers and pedestrians, other than persons in wheelchairs, to yield to persons with disabilities.

(1) Any pedestrian other than a person in a wheelchair, or any driver of a vehicle who approaches an individual who has an obviously apparent disability shall immediately come to a full stop and take such precautions before proceeding as are necessary to avoid an accident or injury to said individual. A disability shall be deemed to be obviously apparent if, by way of example and without limitation, the individual is using a mobility device, is assisted by a service animal as defined in section 24-34-301, C.R.S., is being assisted by another person, or is walking with an obvious physical impairment. Any person who violates any provision of this section commits a class A traffic offense.

PART 9
TURNING – STOPPING

901. Required position and method of turning.

(1) The driver of a motor vehicle intending to turn shall do so as follows:

(a) **Right turns.** Both the approach for a right turn and a right turn shall be made as close as practicable to the right-hand curb or edge of the roadway.

(b) **Left turns.** The driver of a vehicle intending to turn left shall approach the turn in the extreme left-hand lane lawfully available to traffic moving in the direction of travel of such vehicle. Whenever practicable, the left turn shall be made to the left of the center of the intersection so as to leave the intersection or other location in the extreme left-hand lane lawfully available to traffic moving in the same direction as such vehicle on the roadway being entered.

(c) **Two-way left-turn lanes.** Where a special lane for making left turns by drivers proceeding in opposite directions has been indicated by official traffic control devices in the manner prescribed in the state traffic control manual, a left turn shall not be made from any other lane, and a vehicle shall not be driven in said special lane except when preparing for or making a left turn from or into the roadway or when preparing for or making a U-turn when otherwise permitted by law.

(2) Local authorities in their respective jurisdictions may cause official traffic control devices to be placed and thereby require and direct that a different course from that specified in this section be traveled by turning vehicles, and, when such devices are so placed, no driver shall turn a vehicle other than as directed and required by such devices. In the case of streets which are a part of the state highway system, the local regulation shall be subject to the approval of the department of transportation as provided in section 43-2-135 (1) (g), C.R.S.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

902. Limitations on turning around.

(1) No vehicle shall be turned so as to proceed in the opposite direction upon any curve or upon the approach to or near the crest of a grade where such vehicle cannot be seen by the driver of any other vehicle approaching from either direction within such distance as is necessary to avoid interfering with or endangering approaching traffic.

(2) The driver of any vehicle shall not turn such vehicle at an intersection or any other location so as to proceed in the opposite direction unless such movement can be made in safety and without interfering with or endangering other traffic.

(3) Local authorities, within their respective jurisdictions, subject to the provisions of section 43-2-135 (1) (g), C.R.S., in the case of streets which are state highways, may erect "U-turn" prohibition or restriction signs at intersections or other locations where such movements are deemed to be hazardous, and, whenever official signs are so erected, no driver of a vehicle shall disobey the instructions thereof.

(4) Any person who violates any provision of this section commits a class A traffic infraction.

903. Turning movements and required signals.

(1) No person shall turn a vehicle at an intersection unless the vehicle is in proper position upon the roadway as required in section 901, or turn a vehicle to enter a private road or driveway, or otherwise turn a vehicle from a direct course or move right or left upon a roadway unless and until such movement can be made with reasonable safety and then only after giving an appropriate signal in the manner provided in sections 608 and 609.

(2) A signal of intention to turn right or left shall be given continuously during not less than the last one hundred feet traveled by the vehicle before turning in urban or metropolitan areas and shall be given continuously for at least two hundred feet on all four-lane highways and other highways where the prima facie or posted speed limit is more than forty miles per hour. Such signals shall be given regardless of existing weather conditions.

(3) No person shall stop or suddenly decrease the speed of a vehicle without first giving an appropriate signal in the manner provided in sections 608 and 609 to the driver of any vehicle immediately to the rear when there is opportunity to give such signal.

(4) The signals provided for in section 608 (2) shall be used to indicate an intention to turn, change lanes, or start from a parked position and shall not be flashed on one side only on a parked or disabled vehicle or flashed as a courtesy or "do pass" signal to operators of other vehicles approaching from the rear.

(5) Any person who violates any provision of this section commits a class A traffic infraction.

PART 10
DRIVING - OVERTAKING – PASSING

1001. Drive on right side - exceptions.

(1) Upon all roadways of sufficient width, a vehicle shall be driven upon the right half of the roadway, except as follows:

(a) When overtaking and passing another vehicle proceeding in the same direction under the rules governing such movement;

(b) When an obstruction exists making it necessary to drive to the left of the center of the highway; but any person so doing shall yield the right-of-way to all vehicles traveling in the proper direction upon the unobstructed portion of the highway within such distance as to constitute an immediate hazard;

(c) Upon a roadway divided into three lanes for traffic under the rules applicable thereon; or

(d) Upon a roadway restricted to one-way traffic as indicated by official traffic control devices.

(2) Upon all roadways any vehicle proceeding at less than the normal speed of traffic at the time and place and under the conditions then existing shall be driven in the right-hand lane then available for traffic or as close as practicable to the right-hand curb or edge of the roadway, except when overtaking and passing another vehicle proceeding in the same direction or when preparing for a left turn at an intersection or into a private road or driveway.

(3) Upon any roadway having four or more lanes for moving traffic and providing for two-way movement of traffic, no vehicle shall be driven to the left of the center line of the roadway, except when authorized by official traffic control devices designating certain lanes to the left side of the center of the roadway for use by traffic not otherwise permitted to use such lanes or except as permitted under subsection (1) (b) of this section. However, this subsection (3) does not prohibit the crossing of the center line in making a left turn into or from an alley, private road, or driveway when such movement can be made in safety and without interfering with, impeding, or endangering other traffic lawfully using the highway.

(4) Any person who violates any provision of this section commits a class A traffic infraction.

1002. Passing oncoming vehicles.

(1) Drivers of vehicles proceeding in opposite directions shall pass each other to the right, and, upon roadways having width for not more than one lane of traffic in each direction, each driver shall give to the other at least one-half of the main traveled portion of the roadway as nearly as possible.

(2) A driver shall not pass a bicyclist moving in the same direction and in the same lane when there is oncoming traffic unless the driver can simultaneously:

(a) Allow oncoming vehicles at least one-half of the main-traveled portion of the roadway in accordance with subsection (1) of this section; and

(b) Allow the bicyclist at least a three-foot separation between the right side of the driver's vehicle, including all mirrors or other projections, and the left side of the bicyclist at all times.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

1003. Overtaking a vehicle on the left.

(1) The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to the limitations, exceptions, and special rules stated in this section and sections 1004 to 1008:

(a) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left of the vehicle at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.

(b) The driver of a motor vehicle overtaking a bicyclist proceeding in the same direction shall allow the bicyclist at least a three-foot separation between the right side of the driver's vehicle, including all mirrors or other projections, and the left side of the bicyclist at all times.

(c) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle on audible signal and shall not increase the speed of the driver's vehicle until completely passed by the overtaking vehicle.

(2) Any person who violates any provision of this section commits a class A traffic infraction.

1004. When overtaking on the right is permitted.

(1) The driver of a vehicle may overtake and pass upon the right of another vehicle only under the following conditions:

(a) When the vehicle overtaken is making or giving indication of making a left turn;

(b) Upon a street or highway with unobstructed pavement not occupied by parked vehicles and marked for two or more lanes of moving vehicles in each direction; or

(c) Upon a one-way street or upon any roadway on which traffic is restricted to one direction of movement where the roadway is free from obstructions and marked for two or more lanes of moving vehicles.

(1.5) The driver of a motor vehicle upon a one-way roadway with two or more marked traffic lanes, when overtaking a bicyclist proceeding in the same direction and riding on the left-hand side of the road, shall allow the bicyclist at least a three-foot separation between the left side of the driver's vehicle, including all mirrors or other projections, and the right side of the bicyclist at all times.

(2) The driver of a vehicle may overtake and pass another vehicle upon the right only under conditions permitting such movement in safety. In no event shall such movement be made by driving off the pavement or main-traveled portion of the roadway.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

1005. Limitations on overtaking on the left.

(1) No vehicle shall be driven to the left side of the center of the roadway in overtaking and passing another vehicle proceeding in the same direction unless authorized by the provisions of this Code and unless such left side is clearly visible and is free of oncoming traffic for a sufficient distance ahead to permit such overtaking and passing to be completed without interfering with the operation of any vehicle approaching from the opposite direction or any vehicle overtaken. In every event the overtaking vehicle must return to an authorized lane of travel as soon as practicable and, in the event the passing movement involves the use of a lane authorized for vehicles approaching from the opposite direction, before coming within two hundred feet of any approaching vehicle.

(2) No vehicle shall be driven on the left side of the roadway under the following conditions:

(a) When approaching or upon the crest of a grade or a curve in the highway where the driver's view is obstructed within such distance as to create a hazard in the event another vehicle might approach from the opposite direction;

(b) When approaching within one hundred feet of or traversing any intersection or railroad grade crossing; or

(c) When the view is obstructed upon approaching within one hundred feet of any bridge, viaduct, or tunnel.

(3) Local authorities are authorized to determine those portions of any highway under their respective jurisdictions where overtaking and passing or driving on the left side of the roadway would be especially hazardous and may by appropriate signs or markings on the roadway indicate the beginning and end of such zones. Where such signs or markings are in place to define a no-passing zone and such signs or markings are clearly visible to an ordinarily observant person, no driver shall drive on the left side of the roadway within such no-passing

zone or on the left side of any pavement striping designed to mark such no-passing zone throughout its length.

(4) The provisions of this section shall not apply:

(a) Upon a one-way roadway;

(b) Under the conditions described in section 1001 (1) (b);

(c) To the driver of a vehicle turning left into or from an alley, private road, or driveway when such movement can be made in safety and without interfering with, impeding, or endangering other traffic lawfully using the highway; or

(d) To the driver of a vehicle passing a bicyclist moving the same direction and in the same lane when such movement can be made in safety and without interfering with, impeding, or endangering other traffic lawfully using the highway.

(5) Any person who violates any provision of this section commits a class A traffic infraction.

1006. One-way roadways and rotary traffic islands.

(1) Upon a roadway restricted to one-way traffic, a vehicle shall be driven only in the direction designated at all or such times as shall be indicated by official traffic control devices.

(2) A vehicle passing around a rotary traffic island shall be driven only to the right of such island.

(3) Local authorities with respect to highways under their respective jurisdictions may designate any roadway, part of a roadway, or specific lanes upon which vehicular traffic shall proceed in one direction at all or such times as shall be indicated by official traffic control devices. In the case of streets which are a part of the state highway system, the regulation shall be subject to the approval of the department of transportation pursuant to section 43-2-135 (1) (g), C.R.S.

(4) Any person who violates any provision of this section commits a class A traffic infraction.

1007. Driving on roadways laned for traffic.

(1) Whenever any roadway has been divided into two or more clearly marked lanes for traffic, the following rules in addition to all others consistent with this section shall apply:

(a) A vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety.

(b) Upon a roadway which is divided into three lanes and provides for two-way movement of traffic, a vehicle shall not be driven in the center lane except when overtaking and passing another vehicle traveling in the same direction where the roadway is clearly visible and such center lane is clear of traffic within a safe distance, or in preparation for a left turn, or where such center lane is at the time allocated exclusively to the traffic moving in the direction the

vehicle is proceeding and is designated by official traffic control devices to give notice of such allocation. Under no condition shall an attempt be made to pass upon the shoulder or any portion of the roadway remaining to the right of the indicated right-hand traffic lane.

(c) Official traffic control devices may be erected directing specified traffic to use a designated lane or designating those lanes to be used by traffic moving in a particular direction regardless of the center of the roadway, and drivers of vehicles shall obey the directions of every such device.

(d) Official traffic control devices may be installed prohibiting the changing of lanes on sections of roadway, and drivers of vehicles shall obey the directions of every such device.

(2) (a) The department of transportation may designate with signage an area on a roadway not otherwise laned for traffic for use by commercial vehicles, as defined in section 235(1)(a), that are designed to transport sixteen or more passengers, including the driver, and that are operated by a governmental entity or government-owned business that transports the general public or by a contractor on behalf of such an entity or government-owned business. Use of such an area is limited to vehicles authorized by the department operating under conditions of use established by the department but, subject to the conditions of use, the driver of an authorized vehicle has sole discretion to decide whether or not to drive on such an area based on the driver's assessment of the safety of doing so. The department shall consult with the Colorado state patrol before granting authorization for the use of the area and establishing conditions of use. The department shall impose and each authorized user shall acknowledge the conditions for use by written agreement, and the department need not note the conditions of use in roadway signage. An authorized user does not violate this section or section 1004 when operating in accordance with the conditions of use for an area imposed by the department and acknowledged by the user in a written agreement.

(b) The department of transportation shall work with local governmental agencies in implementing the provisions of this subsection (2).

(3) Any person who violates any provision of this section commits a class A traffic infraction.

1008. Following too closely.

(1) The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of such vehicles and the traffic upon and the condition of the highway.

(2) The driver of any motor truck or motor vehicle drawing another vehicle when traveling upon a roadway outside of a business or residence district and which is following another motor truck or motor vehicle drawing another vehicle shall, whenever conditions permit, leave sufficient space so that an overtaking vehicle may enter and occupy such space without danger; except that this shall not prevent a motor truck or motor vehicle drawing another vehicle from overtaking and passing any like vehicle or other vehicle.

(3) Motor vehicles being driven upon any roadway outside of a business or residence district in a caravan or motorcade, whether or not towing other vehicles, shall be so operated as to allow sufficient space between each such vehicle or combination of vehicles so as to enable any other vehicle to enter and occupy such space without danger. This provision shall not apply to funeral processions.

(4) Any person who violates any provision of this section commits a class A traffic infraction.

1008.5. Crowding or threatening bicyclist.

(1) The driver of a motor vehicle shall not, in a careless and imprudent manner, drive the vehicle unnecessarily close to, toward, or near a bicyclist.

(2) Any person who violates subsection (1) of this section commits careless driving as described in section 1402.

1009. Coasting prohibited.

(1) The driver of any motor vehicle when traveling upon a downgrade shall not coast with the gears or transmission of such vehicle in neutral.

(2) The driver of a truck or bus when traveling upon a downgrade shall not coast with the clutch disengaged.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

1010. Driving on divided or controlled-access highways.

(1) Whenever any highway has been divided into separate roadways by leaving an intervening space or by a physical barrier or clearly indicated dividing section so constructed as to impede vehicular traffic, every vehicle shall be driven only upon the right-hand roadway, unless directed or permitted to use another roadway by official traffic control devices. No vehicle shall be driven over, across, or within any such dividing space, barrier, or section, except through an opening in such physical barrier or dividing section or space or at a crossover or intersection as established, unless specifically prohibited by official signs and markings or by the provisions of section 42-4-902, C.R.S. However, this subsection (1) does not prohibit a left turn across a median island formed by standard pavement markings or other mountable or traversable devices as prescribed in the state traffic control manual when such movement can be made in safety and without interfering with, impeding, or endangering other traffic lawfully using the highway.

(2) (a) No person shall drive a vehicle onto or from any controlled-access roadway except at such entrances and exits as are established by public authority.

(b) Wherever an acceleration lane has been provided in conjunction with a ramp entering a controlled-access highway and the ramp intersection is not designated or signed as a stop or yield intersection as provided in section 703 (1), drivers may use the acceleration lane to attain a safe speed for merging with through traffic when conditions permit such acceleration with safety. Traffic so merging shall be subject to the rule governing the changing of lanes as set forth in section 1007 (1) (a).

(c) Wherever a deceleration lane has been provided in conjunction with a ramp leaving a controlled-access highway, drivers shall use such lane to slow to a safe speed for making an exit turn after leaving the mainstream of faster-moving traffic.

(3) Local authorities may by ordinance consistent with the provisions of section 43-2-135 (1) (g), C.R.S., with respect to any controlled-access highway under their respective jurisdictions, prohibit the use of any such highway by any class or kind of traffic which is found to be incompatible with the normal and safe movement of traffic. After adopting such prohibitory regulations shall install official traffic control devices in conformity with the standards established by sections 601 and 602 at entrance points or along the highway on which such regulations are applicable. When such devices are so in place, giving notice thereof, no person shall disobey the restrictions made known by such devices.

(4) Any person who violates any provision of this section commits a class A traffic infraction.

1011. Use of runaway vehicle ramps.

(1) No person shall use a runaway vehicle ramp unless such person is in an emergency situation requiring use of the ramp to stop such person’s vehicle.

(2) No person shall stop, stand, or park a vehicle on a runaway vehicle ramp or in the pathway of the ramp.

(3) Any person who violates any provision of this section commits a class A traffic infraction.

1012. High occupancy vehicle (HOV) and high occupancy toll (HOT) lanes.

(1) Local authorities, with respect to streets and highways under their respective jurisdictions, may designate exclusive or preferential lanes for vehicles that carry a specified number of persons. The occupancy level of vehicles and the time of day when lane usage is restricted to high occupancy vehicles, if applicable, shall be designated by official traffic control devices.

(2) A motorcycle may be operated upon high occupancy vehicle lanes pursuant to section 163 of Public Law 97-424 or upon high occupancy toll lanes, unless prohibited by official traffic control devices.

(2.5) (a) (I) Except as otherwise provided in paragraph (d) of this subsection (2.5), a motor vehicle with a gross vehicle weight of twenty-six thousand pounds or less that is either an inherently low-emission vehicle or a hybrid vehicle may be operated upon high occupancy vehicle lanes without regard to the number of persons in the vehicle and without payment of a special toll or fee. The exemption relating to hybrid vehicles shall apply only if such exemption does not affect the receipt of federal funds and does not violate any federal laws or regulations.

(II) As used in this subsection (2.5), "inherently low-emission vehicle" or "ILEV" means:

(A) A light-duty vehicle or light-duty truck, regardless of whether such vehicle or truck is part of a motor vehicle fleet, that has been certified by the federal environmental protection agency as conforming to the ILEV guidelines, procedures, and standards as published in the federal register at 58 FR 11888 (March 1, 1993) and 59 FR 50042 (September 30, 1994), as amended from time to time; and

(B) A heavy-duty vehicle powered by an engine that has been certified as set forth in sub-subparagraph (A) of this subparagraph (II).

(III) As used in this subsection (2.5), "hybrid vehicle" means a motor vehicle with a hybrid propulsion system that uses an alternative fuel by operating on both an alternative fuel, including electricity, and a traditional fuel.

(b) No person shall operate a vehicle upon a high occupancy vehicle lane pursuant to this subsection (2.5) unless the vehicle:

(I) Meets all applicable federal emission standards set forth in 40 CFR sec. 88.311-93, as amended from time to time, or, subject to subparagraph (I) of paragraph (a) of this subsection (2.5), is a hybrid vehicle; and

(II) Is identified by means of a circular sticker or decal at least four inches in diameter, made of bright orange reflective material, and affixed either to the windshield, to the front of the side view mirror on the driver's side, or to the front bumper of the vehicle. Said sticker or decal shall be approved by the Colorado department of transportation.

(c) Local authorities, with respect to streets and highways under their respective jurisdictions, shall provide information via official traffic control devices to indicate that ILEVs

and, subject to subparagraph (I) of paragraph (a) of this subsection (2.5), hybrid vehicles may be operated upon high occupancy vehicle lanes pursuant to this section. Such information may, but need not, be added to existing printed signs, but as existing printed signs related to high occupancy vehicle lane use are replaced or new ones are erected, such information shall be added. In addition, whenever existing electronic signs are capable of being reprogrammed to carry such information, they shall be so reprogrammed by September 1, 2003.

(d) (I) In consultation with the regional transportation district, the department of transportation and local authorities, with respect to streets and highways under their respective jurisdictions, shall, in connection with their periodic level-of-service evaluation of high occupancy vehicle lanes, perform a level-of-service evaluation of the use of high occupancy vehicle lanes by ILEVs and hybrid vehicles. If the use of high occupancy vehicle lanes by ILEVs or hybrid vehicles is determined to cause a significant decrease in the level of service for other bona fide users of such lanes, then the department of transportation or a local authority may restrict or eliminate use of such lanes by ILEVs or hybrid vehicles.

(II) If the United States secretary of transportation makes a formal determination that, by giving effect to paragraph (a) of this subsection (2.5) on a particular highway or lane, the state of Colorado would disqualify itself from receiving federal highway funds the state would otherwise qualify to receive or would be required to refund federal transportation grant funds it has already received, then said paragraph (a) shall not be effective as to such highway or lane.

(3) (a) Any person who uses a high occupancy vehicle lane in violation of restrictions imposed by local authorities commits a class A traffic infraction.

(b) Any person convicted of a third or subsequent offense of paragraph (a) of this subsection (3) committed within a twelve-month period shall be subject to an increased penalty pursuant to section 1701 (4) (a) (I) (K).

1013. Passing lane - definitions - penalty.

(1) A person shall not drive a motor vehicle in the passing lane of a highway if the speed limit is sixty-five miles per hour or more unless such person is passing other motor vehicles that are in a non-passing lane or turning left, or unless the volume of traffic does not permit the motor vehicle to safely merge into a non-passing lane.

(2) For the purposes of this section:

(a) “Non-passing lane” means any lane that is to the right of the passing lane if there are two or more adjacent lanes of traffic moving in the same direction in one roadway.

(b) “Passing lane” means the farthest to the left lane if there are two or more adjacent lanes of traffic moving in the same direction in one roadway; except that, if such left lane is restricted to high occupancy vehicle use or is designed for left turns only, the passing lane shall be the lane immediately to the right of such high occupancy lane or left-turn lane.

(3) A person who violates this section commits a class A traffic infraction.

PART 11
SPEED REGULATIONS

1101. Speed limits.

(1) No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions then existing.

(2) Except when a special hazard exists that requires a lower speed, the following speeds shall be lawful:

(a) Twenty miles per hour on narrow, winding mountain highways or on blind curves;

(b) Twenty-five miles per hour in any business district, as defined in section 42-1-102(11), C.R.S.;

(c) Thirty miles per hour in any residence district, as defined in section 42-1-102(80), C.R.S.;

(d) Forty miles per hour on open mountain highways;

(e) Forty-five miles per hour for all single rear axle vehicles in the business of transporting trash that exceed twenty thousand pounds, where higher speeds are posted, when said vehicle is loaded as an exempted vehicle pursuant to section 507 (3);

(f) Fifty-five miles per hour on other open highways which are not on the interstate system, as defined in section 43-2-101 (2), C.R.S., and are not surfaced, four-lane freeways or expressways;

(g) Sixty-five miles per hour on surfaced, four-lane highways which are on the interstate system, as defined in section 43-2-101 (2), C.R.S., or are freeways or expressways;

(h) Any speed not in excess of a speed limit designated by an official traffic control device.

(3) No driver of a vehicle shall fail to decrease the speed of such vehicle from an otherwise lawful speed to a reasonable and prudent speed when a special hazard exists with respect to pedestrians or other traffic or by reason of weather or highway conditions.

(4) Except as otherwise provided in paragraph (c) of subsection (8) of this section, any speed in excess of the lawful speeds set forth in subsection (2) of this section shall be prima facie evidence that such speed was not reasonable or prudent under the conditions then existing. As used in this subsection (4), “prima facie evidence” means evidence which is sufficient proof that the speed was not reasonable or prudent under the conditions then existing, and which will remain sufficient proof of such fact, unless contradicted and overcome by evidence bearing upon the question of whether or not the speed was reasonable and prudent under the conditions then existing.

(5) In every charge of violating subsection (1) of this section, the complaint, summons and complaint, or penalty assessment notice shall specify the speed at which the defendant is alleged to have driven and also the alleged reasonable and prudent speed applicable at the specified time and location of the alleged violation.

(6) The provisions of this section shall not be construed to relieve the party alleging negligence under this section in any civil action for damages from the burden of proving that such negligence was the proximate cause of an accident.

(7) Notwithstanding paragraphs (a), (b), and (c) of subsection (2) of this section, any city or town may by ordinance adopt absolute speed limits as the maximum lawful speed limits in its jurisdiction, and such speed limits shall not be subject to the provisions of subsection (4) of this section.

(8) (a) (Deleted by amendment, L. 96, p. 578, § 2, effective May 25, 1996.)

(b) Notwithstanding any other provisions of this section, no person shall drive a vehicle on a highway at a speed in excess of a maximum lawful speed limit of seventy-five miles per hour.

(c) The speed limit set forth in paragraph (b) of this subsection (8) is the maximum lawful speed limit and is not subject to the provisions of subsection (4) of this section.

(d) Local authorities within their respective jurisdictions shall not authorize any speed limit which exceeds seventy-five miles per hour on any highway.

(e) The provisions of this subsection (8) are declared to be matters of both local and statewide concern requiring uniform compliance throughout the state.

(f) In every charge of a violation of paragraph (b) of this subsection (8), the complaint, summons and complaint, or penalty assessment notice shall specify the speed at which the defendant is alleged to have driven and also the maximum lawful speed limit of seventy-five miles per hour.

(g) Notwithstanding any other provision of this section, no person shall drive a low-power scooter on a roadway at a speed in excess of forty miles per hour. Local authorities shall not authorize low-power scooters to exceed forty miles per hour on a roadway.

(9) The conduct of a driver of a vehicle which would otherwise constitute a violation of this section is justifiable and not unlawful when:

(a) It is necessary as an emergency measure to avoid an imminent public or private injury which is about to occur by reason of a situation occasioned or developed through no conduct of said driver and which is of sufficient gravity that, according to ordinary standards of intelligence and morality, the desirability and urgency of avoiding the injury clearly outweigh the desirability of avoiding the consequences sought to be prevented by this section; or

(b) With respect to authorized emergency vehicles, the applicable conditions for exemption, as set forth in section 108, exist.

(10) The minimum requirement for commission of a traffic infraction or misdemeanor traffic offense under this section is the performance by a driver of prohibited conduct, which includes a voluntary act or the omission to perform an act which said driver is physically capable of performing.

(11) It shall not be a defense to prosecution for a violation of this section that:

(a) The defendant’s conduct was not performed intentionally, knowingly, recklessly, or with criminal negligence; or

(b) The defendant's conduct was performed under a mistaken belief of fact, including, but not limited to, a mistaken belief of the defendant regarding the speed of the defendant's vehicle; or

(c) The defendant's vehicle has a greater operating or fuel-conserving efficiency at speeds greater than the reasonable and prudent speed under the conditions then existing or at speeds greater than the maximum lawful speed limit.

(12) (a) A violation of driving one to twenty-four miles per hour in excess of the reasonable and prudent speed or in excess of the maximum lawful speed limit of seventy-five miles per hour is a class A traffic infraction.

(b) A violation of driving twenty-five or more miles per hour in excess of the reasonable and prudent speed or in excess of the maximum lawful speed limit of seventy-five miles per hour is a class 2 misdemeanor traffic offense; except that such violation within a maintenance, repair, or construction zone, designated pursuant to section 614, is a class 1 misdemeanor traffic offense.

(c) A violation under subsection (3) of this section is a class A traffic infraction.

1102. Altering of speed limits.

(1)(a) Whenever local authorities determine upon the basis of a traffic investigation or survey or upon the basis of appropriate design standards and projected traffic volumes in the case of newly constructed highways or segments thereof that any speed specified or established as authorized under sections 1101 to 1104 is greater or less than is reasonable or safe under the road and traffic conditions at any intersection or other place or upon any part of a state highway under its jurisdiction, said local authority shall determine and declare a reasonable and safe speed limit thereat which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or upon the approaches thereto; except that no speed limit in excess of seventy-five miles per hour shall be authorized by said local authority.

(b) Repealed.

(2) Whenever county or municipal authorities within their respective jurisdictions determine upon the basis of a traffic investigation or survey, or upon the basis of appropriate design standards and projected traffic volumes in the case of newly constructed highways or segments thereof, that any speed specified or established as authorized under sections 1101 to 1104 is greater or less than is reasonable or safe under the road and traffic conditions at any intersection or other place or upon any part of a street or highway in its jurisdiction, said local authority shall determine and declare a reasonable and safe speed limit thereat which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or upon the approaches thereto. No such local authority shall have the power to alter the basic rules set forth in section 1101 (1) or in any event to authorize by resolution or ordinance a speed in excess of seventy-five miles per hour.

(3) Local municipal authorities within their respective jurisdictions shall determine upon the basis of a traffic investigation or survey the proper speed for all arterial streets and shall

declare a reasonable and safe speed limit thereon which may be greater or less than the speed specified under section 1101 (2) (b) or (2) (c). Such speed limit shall not exceed seventy-five miles per hour and shall become effective when appropriate signs are erected giving notice thereof. For purposes of this subsection (3), an "arterial street" means any United States or state-numbered route, controlled-access highway, or other major radial or circumferential street or highway designated by local authorities within their respective jurisdictions as part of a major arterial system of streets or highways.

(4) No alteration of speed limits on state highways within cities, cities and counties, and incorporated towns is effective until it has been approved in writing by the department of transportation. Upon the request of any incorporated city or town, the department of transportation shall conduct any traffic investigation or survey that is deemed to be warranted for determination of a safe and reasonable speed limit on any street or portion thereof that is a state highway. In conducting such a traffic investigation, the department may receive and consider traffic and engineering data provided by the city or county engineer of any requesting local government that will be impacted by a proposed alteration of speed limits. Any speed limit so determined by the department becomes effective when declared by the local authority and made known by official signs conforming to the state traffic control manual.

(5) Whenever the local authorities, within their respective jurisdictions, determine upon the basis of a traffic investigation or survey that a reduced speed limit is warranted in a school or construction area or other place during certain hours or periods of the day when special or temporary hazards exist, the department or the concerned local authority may erect or display official signs of a type prescribed in the state traffic control manual giving notice of the appropriate speed limit for such conditions and stating the time or period the regulation is effective. When such signs are erected or displayed, the lawful speed limit at the particular time and place shall be that which is then indicated upon such signs; except that no such speed limit shall be less than twenty miles per hour on a state highway or other arterial street as defined in subsection (3) of this section nor less than fifteen miles per hour on any other road or street, nor shall any such reduced speed limit be made applicable at times when the special conditions for which it is imposed cease to exist. Such reduced speed limits on streets which are state highways shall be subject to the written approval of the department of transportation before becoming effective.

(6) In its discretion, a municipality, by ordinance, or a county, by resolution of the board of county commissioners, may impose and enforce stop sign regulations and speed limits, not inconsistent with the provisions of sections 1101 to 1104, upon any way which is open to travel by motor vehicles and which is privately maintained in mobile home parks, when appropriate signs giving notice of such enforcement are erected at the entrances to such ways. Unless there is an agreement to the contrary, the jurisdiction ordering the regulations shall be responsible for the erection and maintenance of the signs.

(7) Any powers granted in this section to county or municipal authorities may be exercised by such authorities or by any municipal officer or employee who is designated by ordinance to exercise such powers.

1103. Minimum speed regulation.

(1) No person shall drive a motor vehicle on any highway at such a slow speed as to impede or block the normal and reasonable forward movement of traffic, except when a reduced speed is necessary for safe operation of such vehicle or in compliance with law.

(2) Whenever the department of transportation or local authorities within their respective jurisdictions determine, on the basis of an engineering and traffic investigation as described in the state traffic control manual, that slow speeds on any part of a highway consistently impede the normal and reasonable movement of traffic, said department or such local authority may determine and declare a minimum speed limit below which no person shall drive a vehicle, except when necessary for safe operation or in compliance with law.

(3) Notwithstanding any minimum speed that may be authorized and posted pursuant to this section, if any person drives a motor vehicle on a highway outside an incorporated area or on any controlled-access highway at a speed less than the normal and reasonable speed of traffic under the conditions then and there existing and by so driving at such slower speed impedes or retards the normal and reasonable movement of vehicular traffic following immediately behind, then such driver shall:

(a) Where the width of the traveled way permits, drive in the right-hand lane available to traffic or on the extreme right side of the roadway consistent with the provisions of section 1001 (2) until such impeded traffic has passed by; or

(b) Pull off the roadway at the first available place where such movement can safely and lawfully be made until such impeded traffic has passed by.

(4) Wherever special uphill traffic lanes or roadside turnouts are provided and posted, drivers of all vehicles proceeding at less than the normal and reasonable speed of traffic shall use such lanes or turnouts to allow other vehicles to pass or maintain normal traffic flow.

(5) Any person who violates any provision of this section commits a class A traffic infraction.

1104. Speed limits on elevated structures.

(1) No person shall drive a vehicle over any bridge or other elevated structure constituting a part of a highway at a speed which is greater than the maximum speed which can be maintained with safety to such bridge or structure, when such structure is signposted as provided in this section.

(2) The department of transportation upon request from any local authority shall, or upon its own initiative may, conduct an investigation of any bridge or other elevated structure constituting a part of a highway, and, if it finds that such structure cannot with safety to itself withstand vehicles traveling at the speed otherwise permissible under sections 1101 to 1104, said

department shall determine and declare the maximum speed of vehicles which such structure can withstand and shall cause or permit suitable standard signs stating such maximum speed to be erected and maintained before each end of such structure in conformity with the state traffic control manual.

(3) Upon the trial of any person charged with a violation of this section, proof of said determination of the maximum speed by said department and the existence of said signs shall constitute conclusive evidence of the maximum speed which can be maintained with safety to such bridge or structure.

(4) Any person who violates any provision of this section commits a class A traffic infraction.

1105. Speed contests - speed exhibitions - aiding and facilitating - immobilization of motor vehicle - definitions.

(1) (a) Except as otherwise provided in subsection (4) of this section, it is unlawful for a person to knowingly engage in a speed contest on a highway.

(b) For purposes of this section, "speed contest" means the operation of one or more motor vehicles to conduct a race or a time trial, including but not limited to rapid acceleration, exceeding reasonable and prudent speeds for highways and existing traffic conditions, vying for position, or performing one or more lane changes in an attempt to gain advantage over one or more of the other race participants.

(c) A person who violates any provision of this subsection (1) commits a class 1 misdemeanor traffic offense.

(2) (a) Except as otherwise provided in subsection (4) of this section, it is unlawful for a person to knowingly engage in a speed exhibition on a highway.

(b) For purposes of this section, "speed exhibition" means the operation of a motor vehicle to present a display of speed or power. "Speed exhibition" includes, but is not limited to, squealing the tires of a motor vehicle while it is stationary or in motion, rapid acceleration, rapid swerving or weaving in and out of traffic, producing smoke from tire slippage, or leaving visible tire acceleration marks on the surface of the highway or ground.

(c) A person who violates any provision of this subsection (2) commits a class 2 misdemeanor traffic offense.

(3) (a) Except as otherwise provided in subsection (4) of this section, a person shall not, for the purpose of facilitating or aiding or as an incident to any speed contest or speed exhibition upon a highway, in any manner obstruct or place a barricade or obstruction, or assist or participate in placing any such barricade or obstruction, upon a highway.

(b) A person who violates any provision of this subsection (3) commits, pursuant to section 1703, the offense that the person aided in or facilitated the commission of. Nothing in this subsection (3) shall be construed to preclude charging a person under section 1703 for otherwise being a party to the crime of engaging in a speed contest or engaging in a speed exhibition.

(4) The provisions of this section shall not apply to the operation of a motor vehicle in an organized competition according to accepted rules on a designated and duly authorized race track, race course, or drag strip.

(5) (a) In addition to a sentence imposed pursuant to this section or pursuant to any other provision of law:

(I) Upon the second conviction for an offense specified in subsection (1) or (2) of this section, or any other crime, the underlying factual basis of which has been found by the court to include an act of operating a motor vehicle in violation of subsection (1) or (2) of this section, the court may, in its discretion, order the primary law enforcement agency involved with the case to place an immobilization device on the motor vehicle or motor vehicles so operated for a period of up to fourteen days.

(II) Upon the third or subsequent conviction for an offense specified in subsection (1) or (2) of this section, or any other crime, the underlying factual basis of which has been found by the court to include an act of operating a motor vehicle in violation of subsection (1) or (2) of this section, the court may, in its discretion, order the primary law enforcement agency involved with the case to place an immobilization device on the motor vehicle or motor vehicles so operated for a period of up to thirty days but more than fourteen days.

(b) The period during which a motor vehicle may be fitted with an immobilization device pursuant to paragraph (a) of this subsection (5) shall be in addition to any period during which the motor vehicle was impounded prior to sentencing.

(c) An order issued under this subsection (5) shall state the requirements included in subsections (7) and (8) of this section.

(d) For purposes of this section, "immobilization device" means a device locked into place over a wheel of a motor vehicle that prevents the motor vehicle from being moved. "Immobilization device" includes but is not limited to a device commonly referred to as a "traffic boot" or "boot".

(6) (a) Except as otherwise provided in subsection (9) of this section, a law enforcement agency that is ordered to place an immobilization device on a motor vehicle pursuant to subsection (5) of this section shall attempt to locate the motor vehicle within its jurisdiction. The law enforcement agency may, in its discretion, attempt to locate the motor vehicle outside of its jurisdiction.

(b) Nothing in this subsection (6) shall be construed to:

(I) Prohibit a law enforcement agency from seeking the assistance of another law enforcement agency for the purpose of placing an immobilization device on a motor vehicle or removing the device in accordance with this section; or

(II) Require a law enforcement agency to expend excessive time or commit excessive staff to the task of locating a motor vehicle subject to immobilization under this section.

(c) The time spent by a law enforcement agency in locating a motor vehicle in accordance with this subsection (6) shall not alter the immobilization period ordered by the court under subsection (5) of this section.

(d) A law enforcement agency that places an immobilization device on a motor vehicle pursuant to this section shall affix a notice to the immobilized motor vehicle stating the information described in subsections (7) and (8) of this section.

(e) A peace officer who locates or attempts to locate a motor vehicle, or who places or removes, or assists with the placement or removal of, an immobilization device in accordance with the provisions of this section shall be immune from civil liability for damages, except for damages arising from willful and wanton conduct.

(7) (a) The owner of a motor vehicle immobilized under this section shall be assessed a fee of thirty-five dollars for each day the motor vehicle is ordered immobilized and, except as otherwise provided in paragraph (d) of this subsection (7), thirty-five dollars for each day up to fourteen days after the immobilization period that the fee for the immobilization period is not paid. The owner shall pay the fee to the law enforcement agency that places the immobilization device on the motor vehicle.

(b) The owner, within fourteen days after the end of the immobilization period ordered by the court, may obtain removal of the immobilization device by the law enforcement agency that placed it by requesting the removal and paying the fee required under paragraph (a) of this subsection (7).

(c) The failure of the owner of the immobilized motor vehicle to request removal of the immobilization device and pay the fee within fourteen days after the end of the immobilization period ordered by the court or within the additional time granted by the court pursuant to paragraph (d) of this subsection (7), whichever is applicable, shall result in the motor vehicle being deemed an "abandoned motor vehicle", as defined in sections 1802 (1) (d) and 2102 (1) (d), and subject to the provisions of part 18 or 21 of this Code, whichever is applicable. The law enforcement agency entitled to payment of the fee under this subsection (7) shall be eligible to recover the fee if the abandoned motor vehicle is sold, pursuant to section 1809 (2)(b.5) or 2108 (2) (a.5).

(d) Upon application of the owner of an immobilized motor vehicle, the court that ordered the immobilization may, in its discretion, grant additional time to pay the immobilization fee required under paragraph (a) of this subsection (7). If additional time is granted, the court shall notify the law enforcement agency that placed the immobilization device.

(8) (a) A person may not remove an immobilization device that is placed on a motor vehicle pursuant to this section during the immobilization period ordered by the court.

(b) No person may remove the immobilization device after the end of the immobilization period except the law enforcement agency that placed the immobilization device and that has been requested by the owner to remove the device and to which the owner has properly paid the fee required by subsection (7) of this section. Nothing in this subsection (8) shall be construed to prevent the removal of an immobilization device in order to comply with the provisions of part 18 or 21 of this Code.

(c) A person who violates any provision of this subsection (8) commits a class 2 misdemeanor traffic offense.

(9) (a) A law enforcement agency that is ordered to place an immobilization device on a motor vehicle pursuant to subsection (5) of this section shall inform the court at sentencing if it is unable to comply with the court's order either because the law enforcement agency is not yet equipped with an immobilization device or because it does not have a sufficient number of immobilization devices. The court, upon being so informed, shall, in lieu of ordering immobilization, order the law enforcement agency to impound the motor vehicle for the same time period that the court initially ordered the motor vehicle to be immobilized.

(b) If a motor vehicle is ordered to be impounded pursuant to paragraph (a) of this subsection (9), the provisions of subsections (6) to (8) of this section shall not apply.

PART 12
PARKING

1201. Starting parked vehicle.

No person shall start a vehicle which is stopped, standing, or parked unless and until such movement can be made with reasonable safety. Any person who violates any provision of this section commits a class A traffic infraction.

1202. Parking or abandonment of vehicles.

(1) No person shall stop, park, or leave standing any vehicle, either attended or unattended, outside of a business or a residential district, upon the paved or improved and main-traveled part of the highway. Nothing contained in this section shall apply to the driver of any vehicle which is disabled while on the paved or improved and main-traveled portion of a highway in such manner and to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position, subject, when applicable, to the emergency lighting requirements set forth in section 230.

(2) Any person who violates any provision of this section commits a class B traffic infraction.

1203. Ski areas to install signs

(1) Colorado ski areas shall install traffic control signs as provided in this section on both sides of that segment of every highway which is within one mile of and which leads to the recognized entrances to the ski area parking lots if it is found that:

(a) The ski area has insufficient parking capacity as evidenced by the practice of parking by motor vehicles on such highways; and

(b) Such parking constitutes a hazard to traffic or an obstacle to snow removal or the movement or passage of emergency equipment.

(2) The findings required by subsection (1) of this section shall be made by the department of transportation for the state highway system, by the chairman of the board of county commissioners for county roads, and by the chief executive officer of a municipality for a municipal street system. Such findings shall be based upon a traffic investigation.

(3) Such signs shall conform to any and all specifications of the department of transportation adopted pursuant to section 42-4-601, C.R.S. All such signs shall contain a statement that there is no parking allowed on a highway right-of-way so as to obstruct traffic or highway maintenance and that offending vehicles will be towed away.

1204. Stopping, standing, or parking prohibited in specified places.

(1) Except as otherwise provided in subsection (4) of this section, no person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or an official traffic control device, in any of the following places:

(a) On a sidewalk;

(b) Within an intersection;

(c) On a crosswalk;

(d) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic authority indicates a different length by signs or markings;

(e) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;

(f) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

(g) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;

(h) On any railroad tracks;

(i) On any controlled-access highway;

(j) In the area between roadways of a divided highway, including crossovers;

(k) At any other place where official signs prohibit stopping.

(2) Except as otherwise provided in subsection (4) of this section, in addition to the restrictions specified in subsection (1) of this section, no person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or an official traffic control device, in any of the following places:

(a) Within five feet of a public or private driveway;

(b) Within fifteen feet of a fire hydrant;

(c) Within twenty feet of a crosswalk at an intersection;

(d) Within thirty feet upon the approach to any flashing beacon or signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;

(e) Within twenty feet of the driveway entrance to any fire station or, on the side of a street opposite the entrance to any fire station, within seventy-five feet of said entrance when properly signposted;

(f) At any other place where official signs prohibit standing.

(3) In addition to the restrictions specified in subsections (1) and (2) of this section, no person shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device, in any of the following places:

(a) Within fifty feet of the nearest rail of a railroad crossing;

(b) At any other place where official signs prohibit parking.

(4) (a) Paragraph (a) of subsection (1) of this section shall not prohibit persons from parking bicycles or electrical assisted bicycles on sidewalks in accordance with the provisions of section 1412 (11) (a) and (11) (b).

(b) Paragraph (f) of subsection (1) of this section shall not prohibit persons from parking two or more bicycles or electrical assisted bicycles abreast in accordance with the provisions of section 1412 (11) (d).

(c) Paragraphs (a), (c), and (d) of subsection (2) of this section shall not apply to bicycles or electrical assisted bicycles parked on sidewalks in accordance with section 1412 (11) (a) and (11) (b).

(5) No person shall move a vehicle not lawfully under such person's control into any such prohibited area or away from a curb such distance as is unlawful.

(6) This local authority, with respect to highways under its jurisdiction, may place official traffic control devices prohibiting, limiting, or restricting the stopping, standing, or parking of vehicles on any highway where it is determined, upon the basis of a traffic investigation or study, that such stopping, standing, or parking is dangerous to those using the highway or where the stopping, standing, or parking of vehicles would unduly interfere with the free movement of traffic thereon. No person shall stop, stand, or park any vehicle in violation of the restrictions indicated by such devices.

(7) Any person who violates any provision of this section commits a class B traffic infraction; except that, if a person violates paragraph (b) of subsection (2) of this section and the violation occurs in an unincorporated area of a county, the penalty is fifty dollars.

(8) A political subdivision may not adopt or enforce an ordinance or regulation that prohibits the parking of more than one motorcycle within a space served by a single parking meter.

1205. Parking at curb or edge of roadway.

(1) Except as otherwise provided in this section, every vehicle stopped or parked upon a two-way roadway shall be so stopped or parked with the right-hand wheels parallel to and within twelve inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder.

(2) Except as otherwise provided by local ordinance, every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway in the direction of authorized traffic movement, with its right-hand wheels within twelve inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder or with its left-hand wheels within twelve inches of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.

(3) Local authorities may by ordinance permit angle parking on any roadway; except that angle parking shall not be permitted on any state highway unless the department of transportation has determined by resolution or order entered in its minutes that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.

(4) Any person who violates any provision of this section commits a class B traffic infraction.

1206. Unattended motor vehicle - definitions.

(1) A person driving or in charge of an unlocked motor vehicle shall not permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition, and effectively setting the brake thereon. When the vehicle is standing upon any grade, the person shall turn the front wheels to the curb or side of the highway in such a manner as to prevent the vehicle from rolling onto the traveled way.

(2) Any person who violates any provision of this section commits a class B traffic infraction.

(3) The use or operation of a remote starter system and adequate security measures is sufficient to comply with subsection (1) of this section.

(4) As used in this section:

(a) "Adequate security measures" includes, but is not limited to:

(I) Using a vehicle that requires a key to put the vehicle into gear and move the vehicle;

(II) Keeping a keyless start fob out of proximity of the vehicle; or

(III) Employing steering wheel security devices.

(b) "Remote starter system" means a device installed in a motor vehicle that allows the engine of the vehicle to be started by remote or radio control.

(5) Nothing in this section preempts or otherwise impairs the power of local authorities to enforce or enact ordinances or resolutions concerning time limits on the idling of motor vehicles on or before August 10, 2017.

1207. Opening and closing vehicle doors.

No person shall open the door of a motor vehicle on the side available to moving traffic unless and until it is reasonably safe to do so and can be done without interfering with the movement of other traffic; nor shall any person leave a door open on the side of a vehicle available to moving traffic for a period of time longer than necessary to load or unload

passengers. Any person who violates any provision of this section commits a class B traffic infraction.

1208. Parking privileges for persons with disabilities – applicability - rules.

(1) Definitions. As used in this section:

(a) “Disability” or “disabled” has the same meaning as set forth in section 42-3-204, C.R.S.

(b) “Holder” means a person with a disability who has lawfully obtained an identifying plate or placard.

(c) “Identifying figure” has the same meaning as set forth in section 42-3-204, C.R.S.

(d) “Identifying placard” has the same meaning as set forth in section 42-3-204, C.R.S.

(e) “Identifying plate” has the same meaning as set forth in section 42-3-204, C.R.S.

(f) “Professional” has the same meaning as set forth in section 42-3-204, C.R.S.

(f.5) “Remuneration-exempt identifying placard” has the same meaning as set forth in 42-3-204, C.R.S.(g) "Reserved parking" means a parking space reserved for a person with a disability.

(2) Use of plate or placard.

(a) A person with a disability may use reserved parking on public property or private property if the person displays an identifying plate or placard while using reserved parking.

(b) When an identifying placard is used for reserved parking, the driver of the parked motor vehicle shall ensure that the front of the identifying placard is legible and visible through the windshield when viewed from outside the vehicle. The driver shall hang the placard from the rear-view mirror unless a rear-view mirror is not available or the individual is physically unable to hang the placard from the rear-view mirror. If the tag is not hung from the rear-view mirror, the driver shall display it on the dashboard.

(c) A person with a disability who is a resident of a state other than Colorado may use reserved parking in Colorado if the motor vehicle displays an identifying plate or placard issued by a state other than Colorado, and if:

(I) The identifying plate or placard is currently valid in the state of issuance and meets the requirements of 23 CFR 1235; and

(II) The holder has not been a resident in Colorado for more than ninety days.

(d) A motor vehicle with an identifying plate or a placard may be parked in public parking areas along public streets or in private parking lots regardless of any time limitation imposed upon parking in the area; except that a jurisdiction may specifically limit reserved parking on any public street to no less than four hours. To limit reserved parking, the jurisdiction must clearly post the appropriate time limits in the area. The ability to park notwithstanding parking limitations does not apply to areas in which:

(I) Stopping, standing, or parking of all vehicles is prohibited;

(II) Only special vehicles may be parked; or

(III) Parking is not allowed during specific periods of the day in order to accommodate heavy traffic.

(e) (I) The owner of public or private property may request the installation of official signs or pavement markings identifying reserved parking spaces. The request operates as a waiver of any objection the owner may assert concerning enforcement of this section by a peace officer. An officer may enforce this section on private property notwithstanding any provision of law to the contrary.

(II) (A) The number and placement of accessible parking spaces should meet or exceed section 1106 of chapter 11 of the 2012 (second printing) version of the international building code, or any succeeding standard, published by the international code council.

(B) The technical standards for accessible parking spaces should meet or exceed section 502, or any successor section, of the "Accessible and Useable Buildings and Facilities" standard, or any succeeding standard, promulgated and amended from time to time by the international code council (commonly cited as ICC/ANSI A117.1).

(C) Access aisles should post "Wheelchair Access Aisle Absolutely No Parking" sign, which blocks neither the access aisle nor accessible routes.

(D) The technical standards for post- or wall-mounted signs indicating accessible parking spaces and van-accessible parking spaces should meet or exceed section 2B.46 concerning parking, standing, and stopping signs and section 2B.47 concerning design of parking, standing, and stopping of the 2009 version of the manual on uniform traffic control devices, or any succeeding standard, published by the United States federal highway administration.

(III) The owner of real property with multiple-family dwellings affixed and with reserved parking shall retain the reserved parking as commonly owned for the tenants, owners, or visitors of the individual units within the dwellings. This subparagraph (III) does not prohibit the sale of all commonly owned property so long as the reserved parking is not severed from the other elements.

(IV) A person shall not impose restrictions on the use of disabled parking unless specifically authorized by a statute of Colorado and a resolution of or ordinance of a political subdivision of Colorado and notice of the restriction is prominently posted by a sign clearly visible at the parking space.

(3) Misuse of reserved parking.

(a) A person without a disability shall not park in a parking space on public or private property that is clearly identified by an official sign or by visible pavement markings as being reserved parking or as being a passenger loading zone unless:

(I) The person is parking the vehicle for the direct benefit of a person with a disability to enter or exit the vehicle while it is parked in the reserved parking space; and

(II) An identifying plate or placard obtained under or authorized by section 42-3-204, C.R.S., is displayed in or on the vehicle if the license plate or placard is currently valid or has expired less than one month before the day the person used the reserved parking.

(a.5) A person shall not, while parked in a parking space that requires remuneration, display a remuneration-exempt identifying placard that is not issued to the person. A person who possesses a remuneration-exempt identifying placard shall not allow another person to use the placard to park in a parking space that requires remuneration.

(b) (I) A person, after using a reserved parking space that has a time limit, shall not switch motor vehicles or move the motor vehicle to another reserved parking space within one hundred yards of the original parking space within the same eight hours in order to exceed the time limit.

(II) (A) Parking in a time-limited reserved parking space for more than three hours for at least three days a week for at least two weeks creates a rebuttable presumption that the person is violating this paragraph (b).

(B) This subparagraph (II) does not apply to privately owned parking spaces.

(c) A person shall not use reserved parking for a commercial purpose unless:

(I) The purpose relates to transacting business with a business the reserved parking is intended to serve; or

(II) The owner of private property consents to allow the use.

(d) (I) An employee of an entity shall not use an identifying placard issued to the entity unless the employee is transporting persons with disabilities.

(II) For a violation of this paragraph (d), the chief operations officer within Colorado of the entity to whom the placard or plate was issued and the offending employee are each subject to the penalties in section 42-4-1701(4)(a)(I)(M), C.R.S.

(III) (A) It is an affirmative defense to a violation of this paragraph (d) for the chief operations officer within Colorado that the entity enforces an internal policy controlling access to and use of identifying placards issued to the entity.

(B) If the placard used is expired by operation of section 42-3-204(6)(f), C.R.S., it is an affirmative defense to a violation of this paragraph (d) that the person did not know the placard was expired if the person who used the placard was the person to whom it was issued.

(e) (I) A person who violates subsection (3)(a) or (3)(a.5) of this section is subject to the penalties in section 42-4-1701(4)(a)(VIII) and (IX), C.R.S.

(II) A person who violates paragraphs (b) to (d) of this subsection (3) is subject to the penalties in section 42-4-1701(4)(a)(I)(M), C.R.S.

(4) Blocking access.

(a) Regardless of whether a person displays an identifying plate or placard, a person shall not park a vehicle so as to block reasonable access to curb ramps, passenger loading zones, or accessible routes, as identified in 28 CFR part 36 appendix A, that are clearly identified unless the person is actively loading or unloading a person with a disability.

(b) A person who violates this subsection (4) is subject to the penalties in section 42-4-1701(4)(a)(VIII), C.R.S.

(5) Fraud and trafficking. A person is subject to the penalties in section 42-4-1701(4)(a)(X), C.R.S., if the person:

(a) Knowingly and fraudulently obtains, possesses, uses, or transfers an identifying placard issued to a person with a disability;

(b) Knowingly makes, possesses, uses, alters, or transfers what purports to be, but is not, an identifying placard; or

(c) Knowingly creates or uses a device intended to give the impression that it is an identifying placard when viewed from outside the vehicle.

(6) Enforcement of reserved parking.

(a) A peace officer or authorized and uniformed parking enforcement official may check the identification of a person using an identifying plate or placard in order to determine whether the use is authorized.

(b) (I) A peace officer or authorized and uniformed parking enforcement official may confiscate an identifying placard that is being used in violation of this section.

(II) The peace officer or parking enforcement official shall send a confiscated placard to the department unless it is being held as evidence for prosecution of a violation of this section. If the tag is being held as evidence, the peace officer or parking enforcement official shall notify the department of the confiscation and pending charges.

(III) The department shall hold a confiscated placard for thirty days and may dispose of the placard after thirty days. The department shall release the placard to the person with a disability to whom it was issued when the person signs a statement under penalty of perjury that he or she was unaware that the violator used, or intended to use, the placard in violation of this section.

(c) A peace officer and the department may investigate an allegation that a person is violating this section.

(d) A person who observes a violation of this section may submit evidence, including a sworn statement, concerning the violation to any law enforcement agency.

(e) (I) A peace officer may issue a penalty assessment notice for a violation of paragraph (b), (c), or (d) of subsection (3) of this section by sending it by certified mail to the registered owner of the motor vehicle. The peace officer shall include in the penalty assessment notice the offense or infraction, the time and place where it occurred, and a statement that the payment of the penalty assessment and a surcharge is due within twenty days after the issuance of the notice. The department receives payment of the penalty assessment by the due date if the payment is received or postmarked by the twentieth day after the vehicle owner received the penalty assessment notice.

(II) If the penalty assessment and surcharge are not paid within twenty days after the date the vehicle owner receives the assessment notice specified in subparagraph (I) of this paragraph (e), the peace officer who issued the original penalty assessment notice shall file a complaint with a court having jurisdiction and issue and serve upon the registered owner of the vehicle a summons to appear in court at the time and place specified.

(f) (I) The entering court shall send certification of the entry of judgment for each violation of paragraph (b), (c), or (d) of subsection (3) of this section to the department.

(II) Upon receipt of certification of an entry of judgment for a violation of paragraph (b), (c), or (d) of subsection (3) of this section, the department shall not register the person's vehicle until all fines imposed for the violations have been paid.

(III) Upon receipt of certification or independent verification of an entry of judgment, the department shall revoke an identifying plate or placard as provided in section 42-3-204(7)(d), C.R.S.

(g) (I) Notwithstanding any other provision of this section to the contrary, a holder is liable for any penalty or fine as set forth in this section or section 42-3-204, C.R.S., or for any misuse of an identifying plate or placard, including the use of such plate or placard by any person other than a holder, unless the holder furnishes sufficient evidence that the identifying plate or placard was, at the time of the violation, in the care, custody, or control of another person without the holder's knowledge or consent.

(II) A holder may avoid the liability described in subparagraph (I) of this paragraph (g) if, within a reasonable time after notification of the violation, the holder furnishes to the prosecutorial division of the appropriate jurisdiction the name and address of the person who had the care, custody, or control of the identifying plate or placard at the time of the violation or the holder reports the license plate or placard lost or stolen to both the appropriate local law enforcement agency and the department.

(h) An employer shall not forbid an employee from reporting violations of this section. A person shall not initiate or administer any disciplinary action against an employee because the employee notified the authorities of a possible violation of this section if the employee has a good-faith belief that a violation has occurred.

(i) A landlord shall not retaliate against a tenant because the tenant notified the authorities of a possible violation of this section if the tenant has a good-faith belief that a violation has occurred.

(j) In order to stop a vehicle from blocking access or illegally using reserved parking, a peace officer may order a vehicle that is used to violate this subsection (4) to be towed to an impound lot or a vehicle storage location. The peace officer shall verify that the vehicle has not been stolen and report the fact of the tow to the department of revenue in accordance with section 42-4-1804, C.R.S.

(k) The local authority issuing a citation under this section, or under any local ordinance defining a substantially equivalent offense, shall transfer one-half of the fine to the state treasurer, who shall credit the fine to the disabled parking education and enforcement fund created in section 42-1-226, C.R.S.

1209. Owner liability for parking violations.

In addition to any other liability provided for in this Code, the owner of a motor vehicle who is engaged in the business of leasing or renting motor vehicles is liable for payment of a parking violation fine unless the owner of the leased or rented motor vehicle can furnish sufficient evidence that the vehicle was, at the time of the parking violation, in the care, custody,

or control of another person. To avoid liability for payment the owner of the motor vehicle is required, within a reasonable time after notification of the parking violation, to furnish to the prosecutorial division of the appropriate jurisdiction the name and address of the person or company who leased, rented, or otherwise had the care, custody, or control of such vehicle. As a condition to avoid liability for payment of a parking violation, any person or company who leases or rents motor vehicles to another person shall attach to the leasing or rental agreement a notice stating that, pursuant to the requirements of this section, the operator of the vehicle is liable for payment of a parking violation fine incurred when the operator has the care, custody, or control of the motor vehicle. The notice shall inform the operator that the operator's name and address shall be furnished to the prosecutorial division of the appropriate jurisdiction when a parking violation fine is incurred by the operator.

. Designated areas on private property for authorized vehicles.

(1) The owner or lessee of any private property available for public use in the unincorporated areas of a county may request in writing that specified areas on such property be designated by the board of county commissioners for use only by authorized vehicles and that said areas, upon acceptance in writing by the board of county commissioners, shall be clearly marked by the owner or lessee with official traffic control devices, as defined in section 42-1-102(64), C.R.S. Such a request shall be a waiver of any objection the owner or lessee may assert concerning enforcement of this section by peace officers of this state, and such officers are hereby authorized and empowered to so enforce this section, provisions of law to the contrary notwithstanding. When the owner or lessee gives written notice to the board of county commissioners that said request is withdrawn, and the owner or lessee removes all traffic control devices, the provisions of this section shall no longer be applicable.

(2) It is unlawful for any person to park any vehicle other than an authorized vehicle in any area designated and marked for such use as provided in this section.

(3) Any person who violates the provisions of subsection (2) of this section is guilty of a class 2 petty offense and, upon conviction thereof, shall be punished by a fine of twenty-five dollars. The disposition of fines and forfeitures shall be paid into the treasury of the county at such times and in such manner as may be prescribed by the board of county commissioners.

1211. Limitations on backing.

(1) (a) The driver of a vehicle, whether on public property or private property which is used by the general public for parking purposes, shall not back the same unless such movement can be made with safety and without interfering with other traffic.

(b) The driver of a vehicle shall not back the same upon any shoulder or roadway of any controlled-access highway.

(2) Any person who violates any provision of this section commits a class A traffic infraction.

1212. Pay parking access for disabled.

(1) A person who owns, operates, or manages a parking space that requires remuneration shall not tow, boot, or otherwise take adverse action against an individual or motor vehicle parking in the space for failure to pay the remuneration if the motor vehicle bears a remuneration-exempt identifying placard issued pursuant to section 42-3-204, C.R.S..

(2) Notwithstanding any statute, resolution, or ordinance of the state of Colorado, a political subdivision of Colorado, or a governing board of a state institution of higher education, parking in a space without paying the required remuneration is not a violation of the statute, resolution, or ordinance if the conditions specified in subsection (1) of this section are met.

(3) A law or parking enforcement agency shall withdraw any penalty assessment notice or summons and complaint that is deemed not to be a violation under subsection (2) of this section within five business days after being shown proof that the individual cited has a valid remuneration-exempt identifying placard.

1213. Parking in electric motor vehicle charging stations.

(1)(a) For the purposes of this section, "official sign" means a sign identifying a parking space for electric motor vehicle charging that cites this section or the equivalent local ordinance and that clearly displays the penalties for violating this section or the equivalent local ordinance.

(b) The owner of public or private property may install official signs that identify a parking space as a dedicated charging station. The installation operates as a waiver of any objection the owner may assert concerning enforcement of this section by a peace officer. A peace officer may enforce this section on private property.

(2)(a) A person shall not park a motor vehicle within a parking space designated for charging a plug-in electric motor vehicle unless the motor vehicle is a plug-in electric motor vehicle.

(b) Except as provided in subsection (3) of this section, a person shall not park a plug-in electric motor vehicle in a parking space with a dedicated charging connector for the parking space unless the person is parked in the charging station for the purpose of charging the plug-in electric motor vehicle.

(c) A plug-in electric motor vehicle is rebuttably presumed to not be charging if the motor vehicle is:

(I) Parked in a charging station parking space with a dedicated charging connector for the space; and

(II) Not continuously and electrically connected to the charger for longer than thirty minutes.

(3)(a) A person may park a plug-in electric motor vehicle at a charging after the motor vehicle is fully charged in a parking lot:

(I) That serves a lodging business if the person is a client of the lodging business and has parked the plug-in electric motor vehicle in the lot to charge overnight;

(II) That serves an airport if the person is a client of the airport and has parked the plug-in electric motor vehicle in the lot to charge when traveling; or

(III) Between the hours of 11 p.m. and 5 a.m.

(b) The exception in subsection (3)(a) of this section is an affirmative defense to a violation of subsection (2) of this section.

(4) A person who violates this section commits a class B traffic infraction.

PART 13
ALCOHOL AND DRUG OFFENSES
(Removed)

PART 14
OTHER OFFENSES

1401. Reckless driving - penalty.

(1) A person who drives a motor vehicle, bicycle, electrical assisted bicycle, or low-power scooter in such a manner as to indicate either a wanton or a willful disregard for the safety of persons or property is guilty of reckless driving. A person convicted of reckless driving of a bicycle or electrical assisted bicycle shall not be subject to the provisions of 42-2-127, C.R.S.

(2) Any person who violates any provision of this section commits a class 2 misdemeanor traffic offense. Upon a second or subsequent conviction, such person shall be punished by a fine of not less than fifty dollars nor more than one thousand dollars, or by imprisonment in the county jail for not less than ten days nor more than six months, or by both such fine and imprisonment.

1402. Careless driving - penalty.

(1) A person who drives a motor vehicle, bicycle, electrical assisted bicycle, or low-power scooter in a careless and imprudent manner, without due regard for the width, grade, curves, corners, traffic, and use of the streets and highways and all other attendant circumstances, is guilty of careless driving. A person convicted of careless driving of a bicycle or electrical assisted bicycle shall not be subject to the provisions of 42-2-127, C.R.S.

(2) Any person who violates any provision of this section commits a class 2 misdemeanor traffic offense, but, if the person’s actions are the proximate cause of bodily injury or death to another, such person commits a class 1 misdemeanor traffic offense.

1403. Following fire apparatus prohibited.

The driver of any vehicle other than one on official business shall not follow any fire apparatus traveling in response to a fire alarm closer than five hundred feet or drive into or park such vehicle within the block where fire apparatus has stopped in answer to a fire alarm. Any person who violates any provision of this section commits a class A traffic infraction.

1404. Crossing fire hose.

No vehicle shall be driven over any unprotected hose of a fire department used at any fire, alarm of fire, or practice runs or laid down on any street, private driveway, or highway without the consent of the fire department official in command. Any person who violates any provision of this section commits a class B traffic infraction.

1405. Riding in trailers.

No person shall occupy a trailer while it is being moved upon a public highway. Any person who violates any provision of this section commits a class B traffic infraction.

1406. Foreign matter on highway prohibited.

(1) (a) No person shall throw or deposit upon or along any highway any glass bottle, glass, stones, nails, tacks, wire, cans, container of human waste, or other substance likely to injure any person, animal, or vehicle upon or along such highway.

(b) No person shall throw, drop, or otherwise expel a lighted cigarette, cigar, match, or other burning material from a motor vehicle upon any highway.

(2) Any person who drops, or permits to be dropped or thrown, upon any highway or structure any destructive or injurious material or lighted or burning substance shall immediately remove the same or cause it to be removed.

(3) Any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon the highway from such vehicle.

(4) No person shall excavate a ditch or other aqueduct, or construct any flume or pipeline or any steam, electric, or other railway, or construct any approach to a public highway without written consent of the authority responsible for the maintenance of that highway.

(5) (a) Except as provided in paragraph (b) of this subsection (5), any person who violates any provision of this section commits a class B traffic infraction.

(b) (I) Any person who violates any provision of paragraph (b) of subsection (1) of this section commits a class 2 misdemeanor and shall be punished as provided in section 18-1.3-501, C.R.S.

(II) Any person who violates paragraph (a) of subsection (1) of this section by throwing or depositing a container of human waste upon or along any highway shall be punished by a fine of five hundred dollars in lieu of the penalty and surcharge prescribed in section 1701 (4) (a)(I) (N).

(6) As used in this section:

(a) “Container” includes, but is not limited to, a bottle, a can, a box, or a diaper.

(b) “Human waste” means urine or feces produced by a human.

1407. Spilling loads on highways prohibited - prevention of spilling of aggregate, trash, or recyclables.

(1) No vehicle shall be driven or moved on any highway unless such vehicle is constructed or loaded or the load thereof securely covered to prevent any of its load from blowing, dropping, sifting, leaking, or otherwise escaping therefrom; except that material may be dropped for the purpose of securing traction or water or other substance may be sprinkled on a roadway in cleaning or maintaining such roadway.

(2) (Deleted by amendment, L. 99, p. 295, §1, effective July 1, 1999.)

(2.4) (a) A vehicle shall not be driven or moved on a highway if the vehicle is transporting trash or recyclables unless at least one of the following conditions is met:

(I) The load is covered by a tarp or other cover in a manner that prevents the load from blowing, dropping, shifting, leaking, or otherwise escaping from the vehicle;

(II) The vehicle utilizes other technology that prevents the load from blowing, dropping, shifting, leaking, or otherwise escaping from the vehicle;

(III) The load is required to be secured under and complies with 49 CFR parts 392 and 393; or

(IV) The vehicle is loaded in such a manner or the load itself has physical characteristics such that the contents will not escape from the vehicle. Such a load may include, but is not limited to, heavy scrap metal or hydraulically compressed scrap recyclables.

(b) Paragraph (a) of this subsection (2.4) shall not apply to a motor vehicle in the process of collecting trash or recyclables within a one mile radius of the motor vehicle’s last collection point.

(2.5) (a) No vehicle shall be driven or moved on any highway for a distance of more than two miles if the vehicle is transporting aggregate material with a diameter of one inch or less unless:

(I) The load is covered by a tarp or other cover in a manner that prevents the aggregate material from blowing, dropping, sifting, leaking, or otherwise escaping from the vehicle; or

(II) The vehicle utilizes other technology that prevents the aggregate material from blowing, dropping, sifting, leaking, or otherwise escaping from the vehicle.

(b) Nothing in this subsection (2.5) shall apply to a vehicle:

(I) Operating entirely within a marked construction zone;

(II) Involved in maintenance of public roads during snow or ice removal operations; or

(III) Involved in emergency operations when requested by a law enforcement agency or an emergency response authority designated in or pursuant to section 29-22-102, C.R.S.

(2.7) For the purposes of this section:

(a) “Aggregate material” means any rock, clay, silts, gravel, limestone, dimension stone, marble, and shale; except that “aggregate material” does not include hot asphalt, including asphalt patching material, wet concrete, or other materials not susceptible to blowing.

(b) “Recyclables” means material or objects that can be reused, reprocessed, remanufactured, reclaimed, or recycled.

(c) “Trash” means material or objects that have been or are in the process of being discarded or transported.

(3) (a) Except as otherwise provided in paragraph (b) or (c) of this subsection (3), any person who violates any provision of this section commits a class B traffic infraction.

(b) Any person who violates any provision of this section while driving or moving a car or pickup truck without causing bodily injury to another person commits a class A traffic infraction.

(c) Any person who violates any provision of this section while driving or moving a car or pickup truck and thereby proximately causes bodily injury to another person commits a class 2 misdemeanor traffic offense.

1407.5. Splash guards - when required.

(1) As used in this section, unless the context otherwise requires:

(a) “Splash guards” means mud flaps, rubber, plastic or fabric aprons, or other devices directly behind the rear-most wheels, designed to minimize the spray of water and other substances to the rear.

(b) “Splash guards” must, at a minimum, be wide enough to cover the full tread of the tire or tires being protected, hang perpendicular from the vehicle not more than ten inches above the surface of the street or highway when the vehicle is empty, and generally maintain their perpendicular relationship under normal driving conditions.

(2) Except as otherwise permitted in this section, no vehicle or motor vehicle shall be driven or moved on any street or highway unless the vehicle or motor vehicle is equipped with splash guards. However, vehicles and motor vehicles with splash guards that violate this section shall be allowed to remain in service for the time necessary to continue to a place where the deficient splash guards will be replaced. Such replacement shall occur at the first reasonable opportunity.

(3) This section does not apply to:

(a) Passenger-carrying motor vehicles registered pursuant to section 42-3-306(2), C.R.S.;

(b) Trucks and truck tractors registered pursuant to section 42-3-306(4) or (5) C.R.S., having an empty weight of ten thousand pounds or less;

(c) Trailers equipped with fenders or utility pole trailers;

(d) Vehicles while involved in chip and seal or paving operations or road widening equipment;

(e) Truck tractors or converter dollies when used in combination with other vehicles;

(f) Vehicles drawn by animals; or

(g) Bicycles or electrical assisted bicycles.

(4) Any person who violates any provision of this section commits a class B traffic infraction.

1408. Operation of motor vehicles on property under control of or owned by parks and recreation districts.

(1) Any metropolitan recreation district, any park and recreation district organized pursuant to Code 1 of title 32, C.R.S., or any recreation district organized pursuant to the provisions of part 7 of Code 20 of title 30, C.R.S., referred to in this section as a "district", shall have the authority to designate areas on property owned or controlled by the district in which the operation of motor vehicles shall be prohibited. Areas in which it shall be prohibited to operate motor vehicles shall be clearly posted by a district.

(2) It is unlawful for any person to operate a motor vehicle in an area owned or under the control of a district if the district has declared the operation of motor vehicles to be prohibited in such area, as provided in subsection (1) of this section.

(3) Any person who violates any provision of this section commits a class B traffic infraction.

1409. Compulsory insurance - penalty - legislative intent.

(1) No owner of a motor vehicle or low-power scooter required to be registered in this state shall operate the vehicle or permit it to be operated on the public highways of this state when the owner has failed to have a complying policy or certificate of self-insurance in full force and effect as required by law.

(2) No person shall operate a motor vehicle or low-power scooter on the public highways of this state without a complying policy or certificate of self-insurance in full force and effect as required by law.

(3) (a) When an accident occurs, or when requested to do so following any lawful traffic contact or during any traffic investigation by a peace officer, an owner or operator of a motor vehicle or low-power scooter shall present to the requesting officer immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by law.

(b) As used in this section, "evidence of a complying policy or certificate of self-insurance in full force and effect" includes the presentation of such a policy or certificate upon a cell phone or other electronic device.

(4) (a) Any person who violates the provisions of subsection (1), (2), or (3) of this section commits a class 1 misdemeanor traffic offense. The minimum fine imposed by section 42-4-1701(3)(a)(II)(A), C.R.S., shall be mandatory, and the defendant shall be punished by a minimum mandatory fine of not less than five hundred dollars. The court may suspend up to one half of the fine upon a showing that appropriate insurance as required pursuant to section 10-4-619 or 10-4-624, C.R.S., has been obtained. Nothing in this paragraph (a) shall be construed to prevent the court from imposing a fine greater than the minimum mandatory fine.

(b) Upon a second or subsequent conviction under this section within a period of five years following a prior conviction under this section, in addition to any imprisonment imposed pursuant to section 42-4-1701(3)(a)(II)(A), C.R.S., the defendant shall be punished by a

minimum mandatory fine of not less than one thousand dollars, and the court shall not suspend such minimum fine. The court or the court collections' investigator may establish a payment schedule for a person convicted of the provisions of subsection (1), (2), or (3) of this section, and the provisions of section 16-11-101.6, C.R.S., shall apply. The court may suspend up to one half of the fine upon a showing that appropriate insurance as required pursuant to section 10-4-619 or 10-4-624, C.R.S., has been obtained.

(c) In addition to the penalties prescribed in paragraphs (a) and (b) of this subsection (4), any person convicted pursuant to this section may, at the discretion of the court, be sentenced to perform not less than forty hours of community service, subject to the provisions of section 18-1.3-507, C.R.S.

(5) Testimony of the failure of any owner or operator of a motor vehicle or low-power scooter to present immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by law, when requested to do so by a peace officer, shall constitute prima facie evidence, at a trial concerning a violation charged under subsection (1) or (2) of this section, that such owner or operator of a motor vehicle violated subsection (1) or (2) of this section.

(6) A person charged with violating subsection (1), (2), or (3) of this section shall not be convicted if the person produces in court a bona fide complying policy or certificate of self-insurance that was in full force and effect as required by law at the time of the alleged violation. The court clerk's office may dismiss the charge if it verifies that the person had a valid policy in effect at the time of the alleged violation using the uninsured motorist identification database created in section 42-7-602, C.R.S.

(7) Repealed.

(8) (Deleted by amendment, L. 2003, p. 2648, § 7, effective July 1, 2003.)

(8.5) If an operator of a motor vehicle or low-power scooter uses a cell phone or other electronic device to present evidence of a complying policy or certificate of self-insurance in full force and effect, as described in paragraph (b) of subsection (3) of this section:

(a) The law enforcement officer to whom the operator presents the device shall not explore the contents of the cell phone or other electronic device other than to examine the operator's policy or certificate of self-insurance; and

(b) The law enforcement officer to whom the operator presents the device and any law enforcement agency that employs the officer are immune from any civil damages resulting from the officer dropping or otherwise unintentionally damaging the cell phone or other electronic device.

(9) It is the intent of the general assembly that the money collected as fines imposed pursuant subsections (4)(a) and (4)(b) of this section are to be used for the supervision of the public highways. The general assembly determines that law enforcement agencies that patrol and maintain the public safety on public highways are supervising the public highways. The general assembly further determines that an authorized agent is supervising the public highways through his or her enforcement of the requirements for demonstration of proof of motor vehicle insurance

pursuant to section 42-3-105(1)(d), C.R.S. Therefore, of the money collected from fines pursuant to subsections (4)(a) and (4)(b) of this section, fifty percent shall be transferred to the law enforcement agency that issued the ticket for a violation of this section. The remaining fifty percent of the money collected from fines for violations subsection (4)(a) or (4)(b) of this section shall be transmitted to the authorized agent for the county in which the violation occurred.

1410.5 Providing false evidence of proof of motor vehicle insurance – penalty.

(1) It is unlawful for any person to offer, use, or attempt to offer or use any means, manner, type of paper, document, card, digital image, or any other proof of motor vehicle liability insurance required by state law to a law enforcement officer, judge, magistrate, prosecutor, or employee of a court clerk's office with the intent to mislead that official regarding the status or any motor vehicle liability insurance policy in the course of an official investigation, or for purposes of dismissing any charge under section 1409 or reducing any penalty imposed under section 1409, where such means, manner, type, or kind of proof of insurance offered or used, or that is attempted to be offered or used, is known or should be known by the person to be false, fraudulent, or incorrect in any material manner or way, or which is known or should be known by the person to be altered, forged, defaced, or changed in any material respect, unless such changes are required or authorized by law.

(2) Violation of this section is a class B traffic infraction, punishable by a fine of up to five hundred dollars.

(3) A person who is convicted of, who admits liability for, or against whom a judgment is entered for a violation of this section shall be deemed, but only for purposes of section 18-1-408 C.R.S. to have been convicted of a criminal offense.

1411. Use of earphones while driving.

(1) (a) No person shall operate a motor vehicle while wearing earphones.

(b) For purposes of this subsection (1), "earphones" includes any headset, radio, tape player, or other similar device which provides the listener with radio programs, music, or other recorded information through a device attached to the head and which covers all of or a portion of the ears. "Earphones" does not include speakers or other listening devices that are built into protective headgear or a device or portion of a device that only covers all or a portion of one ear and that is connected to a wireless, handheld telephone.

(2) Any person who violates this section commits a class B traffic infraction.

(3) Nothing in this section authorizes the holder of a commercial driver's license issued pursuant to part 4 of article 2 of this title to act in violation of any federal law or regulation relating to driving a commercial vehicle.

1412. Operation of bicycles and other human-powered vehicles.

(1) Every person riding a bicycle or electrical assisted bicycle shall have all of the rights and duties applicable to the driver of any other vehicle under this Code, except as to special

regulations in this Code and except as to those provisions which by their nature can have no application. Said riders shall comply with the rules set forth in this section and section 221, and, when using streets and highways within incorporated cities and towns, shall be subject to local ordinances regulating the operation of bicycles and electrical assisted bicycles as provided in section 111.

(2) It is the intent of the general assembly that nothing contained in House Bill No. 1246, enacted at the second regular session of the fifty-sixth general assembly, shall in any way be construed to modify or increase the duty of the department of transportation or any political subdivision to sign or maintain highways or sidewalks or to affect or increase the liability of the state of Colorado or any political subdivision under the "Colorado Governmental Immunity Act", Code 10 of title 24, C.R.S.

(3) No bicycle or electrical assisted bicycle shall be used to carry more persons at one time than the number for which it is designed or equipped.

(4) No person riding upon any bicycle or electrical assisted bicycle shall attach the same or himself or herself to any motor vehicle upon a roadway.

(5) (a) Any person operating a bicycle or an electrical assisted bicycle upon a roadway at less than the normal speed of traffic shall ride in the right-hand lane, subject to the following conditions:

(I) If the right-hand lane then available for traffic is wide enough to be safely shared with overtaking vehicles, a bicyclist shall ride far enough to the right as judged safe by the bicyclist to facilitate the movement of such overtaking vehicles unless other conditions make it unsafe to do so.

(II) A bicyclist may use a lane other than the right-hand lane when:

(A) Preparing for a left turn at an intersection or into a private roadway or driveway;

(B) Overtaking a slower vehicle; or

(C) Taking reasonably necessary precautions to avoid hazards or road conditions.

(III) Upon approaching an intersection where right turns are permitted and there is a dedicated right-turn lane, a bicyclist may ride on the left-hand portion of the dedicated right-turn lane even if the bicyclist does not intend to turn right.

(b) A bicyclist shall not be expected or required to:

(I) Ride over or through hazards at the edge of a roadway, including but not limited to fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards, or narrow lanes; or

(II) Ride without a reasonable safety margin on the right-hand side of the roadway.

(c) A person operating a bicycle or an electrical assisted bicycle upon a one-way roadway with two or more marked traffic lanes may ride as near to the left-hand curb or edge of such roadway as judged safe by the bicyclist, subject to the following conditions:

(I) If the left-hand lane then available for traffic is wide enough to be safely shared with overtaking vehicles, a bicyclist shall ride far enough to the left as judged safe by the bicyclist to

facilitate the movement of such overtaking vehicles unless other conditions make it unsafe to do so.

(II) A bicyclist shall not be expected or required to:

(A) Ride over or through hazards at the edge of a roadway, including but not limited to fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards, or narrow lanes; or

(B) Ride without a reasonable safety margin on the left-hand side of the roadway.

(6) (a) Persons riding bicycles or electrical assisted bicycles upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

(b) Persons riding bicycles or electrical assisted bicycles two abreast shall not impede the normal and reasonable movement of traffic and, on a laned roadway, shall ride within a single lane.

(7) A person operating a bicycle or electrical assisted bicycle shall keep at least one hand on the handlebars at all times.

(8) (a) A person riding a bicycle or electrical assisted bicycle intending to turn left shall follow a course described in sections 901 (1), 903, and 1007 or may make a left turn in the manner prescribed in paragraph (b) of this subsection (8).

(b) A person riding a bicycle or electrical assisted bicycle intending to turn left shall approach the turn as closely as practicable to the right-hand curb or edge of the roadway. After proceeding across the intersecting roadway to the far corner of the curb or intersection of the roadway edges, the bicyclist shall stop, as much as practicable, out of the way of traffic. After stopping, the bicyclist shall yield to any traffic proceeding in either direction along the roadway that the bicyclist had been using. After yielding and complying with any official traffic control device or police officer regulating traffic on the highway along which the bicyclist intends to proceed, the bicyclist may proceed in the new direction.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this subsection (8), the transportation commission and local authorities in their respective jurisdictions may cause official traffic control devices to be placed on roadways and thereby require and direct that a specific course be traveled.

(9) (a) Except as otherwise provided in this subsection (9), every person riding a bicycle or electrical assisted bicycle shall signal the intention to turn or stop in accordance with section 903; except that a person riding a bicycle or electrical assisted bicycle may signal a right turn with the right arm extended horizontally.

(b) A signal of intention to turn right or left when required shall be given continuously during not less than the last one hundred feet traveled by the bicycle or electrical assisted bicycle before turning and shall be given while the bicycle or electrical assisted bicycle is stopped waiting to turn. A signal by hand and arm need not be given continuously if the hand is needed in the control or operation of the bicycle or electrical assisted bicycle.

(10) (a) A person riding a bicycle or electrical assisted bicycle upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian. A person riding a bicycle in a crosswalk shall do so in a manner that is safe for pedestrians.

(b) A person shall not ride a bicycle or electrical assisted bicycle upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk where such use of bicycles or electrical assisted bicycles is prohibited by official traffic control devices or local ordinances. A person riding a bicycle or electrical assisted bicycle shall dismount before entering any crosswalk where required by official traffic control devices or local ordinances.

(c) A person riding or walking a bicycle or electrical assisted bicycle upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk shall have all the rights and duties applicable to a pedestrian under the same circumstances, including, but not limited to, the rights and duties granted and required by section 802.

(d) (Deleted by amendment, L. 2005, p. 1353, § 1, effective July 1, 2005.)

(11) (a) A person may park a bicycle or electrical assisted bicycle on a sidewalk unless prohibited or restricted by an official traffic control device or local ordinance.

(b) A bicycle or electrical assisted bicycle parked on a sidewalk shall not impede the normal and reasonable movement of pedestrian or other traffic.

(c) A bicycle or electrical assisted bicycle may be parked on the road at any angle to the curb or edge of the road at any location where parking is allowed.

(d) A bicycle or electrical assisted bicycle may be parked on the road abreast of another such bicycle or bicycles near the side of the road or any location where parking is allowed in such a manner as does not impede the normal and reasonable movement of traffic.

(e) In all other respects, bicycles or electrical assisted bicycles parked anywhere on a highway shall conform to the provisions of part 12 of this Code regulating the parking of vehicles.

(12) (a) Any person who violates any provision of this section commits a class 2 misdemeanor traffic offense; except that 42-2-127, C.R.S., shall not apply.

(b) Any person riding a bicycle or electrical assisted bicycle who violates any provision of this Code other than this section which is applicable to such a vehicle and for which a penalty is specified shall be subject to the same specified penalty as any other vehicle; except that 42-2-127, C.R.S., shall not apply.

(13) Upon request, the law enforcement agency having jurisdiction shall complete a report concerning an injury or death incident that involves a bicycle or electrical assisted bicycle on the roadways of the state, even if such accident does not involve a motor vehicle.

(14) (a) (I) A person may ride a class 1 or class 2 electrical assisted bicycle on a bike or pedestrian path where bicycles are authorized to travel.

(II) A local authority may prohibit the operation of a class 1 or class 2 electrical assisted bicycle on a bike or a pedestrian path under its jurisdiction.

(b) A person shall not ride a class 3 electrical assisted bicycle on a bike or pedestrian path unless:

(I) The path is within a street or highway; or

(II) The local authority permits the operation of a class 3 electrical assisted bicycle on a path under its jurisdiction.

(15) (a) A person under sixteen years of age shall not ride a class 3 electrical assisted bicycle upon any street, highway, or bike or pedestrian path; except that a person under sixteen years of age may ride as a passenger on a class 3 electrical assisted bicycle that is designed to accommodate passengers.

(b) A person shall not operate or ride as a passenger on a class 3 electrical assisted bicycle unless:

(I) Each person under eighteen years of age is wearing a protective helmet of a type and design manufactured for use by operators of bicycles;

(II) The protective helmet conforms to the design and specifications set forth by the United States consumer product safety commission or the American Society for Testing and Materials; and

(III) The protective helmet is secured properly on the person's head with a chin strap while the class 3 electrical assisted bicycle is in motion.

(c) A violation of subsection (15)(b) of this section does not constitute negligence or negligence per se in the context of any civil personal injury claim or lawsuit seeking damages.

1413. Eluding or attempting to elude a police officer.

Any operator of a motor vehicle who the officer has reasonable grounds to believe has violated a state law or municipal ordinance, who has received a visual or audible signal such as a red light or a siren from a police officer driving a marked vehicle showing the same to be an official police, sheriff, or Colorado state patrol car directing the operator to bring the operator's vehicle to a stop, and who willfully increases his or her speed or extinguishes his or her lights in an attempt to elude such police officer, or willfully attempts in any other manner to elude the police officer, or does elude such police officer commits a class 2 misdemeanor traffic offense.

1414. Use of dyed fuel on highways prohibited.

(1) No person shall operate a motor vehicle upon any highway of the state using diesel fuel dyed to show that no taxes have been collected on the fuel.

(2) (a) Any person who violates subsection (1) of this section commits a class B traffic infraction.

(b) Any person who commits a second violation of subsection (1) of this section within a twelve-month period shall be subject to an increased penalty pursuant to section 42-4-1701(4)(a)(I)(N), C.R.S.

(c) Any person who commits a third or subsequent violation of subsection (1) of this section within a twelve-month period shall be subject to an increased penalty pursuant to section 42-4- 1701(4)(a)(I)(N), C.R.S.

(3) Any person violating any provision of this section shall be subject to audit by the department regarding payment of motor fuel tax.

1415. Radar jamming devices prohibited - penalty.

(1) (a) No person shall use, possess, or sell a radar jamming device.

(b) No person shall operate a motor vehicle with a radar jamming device in the motor vehicle.

(2) (a) For purposes of this section, "radar jamming device" means any active or passive device, instrument, mechanism, or equipment that is designed or intended to interfere with, disrupt, or scramble the radar or laser that is used by law enforcement agencies and peace officers to measure the speed of motor vehicles. "Radar jamming device" includes but is not limited to devices commonly referred to as "jammers" or "scramblers".

(b) For purposes of this section, "radar jamming device" shall not include equipment that is legal under FCC regulations, such as a citizens' band radio, ham radio, or any other similar electronic equipment.

(3) Radar jamming devices are subject to seizure by any peace officer and may be confiscated and destroyed by order of the court in which a violation of this section is charged.

(4) A violation of subsection (1) of this section is a class 2 misdemeanor traffic offense, punishable as provided in section 42-4-1701(3)(a)(II)(A), C.R.S.

(5) The provisions of subsection (1) of this section shall not apply to peace officers acting in their official capacity.

1416.Failure to present a valid transit pass or coupon - fare inspector authorization – definitions.

(1) A person commits failure to present a valid transit pass or coupon if the person occupies, rides in, or uses a public transportation vehicle without paying the applicable fare or providing a valid transit pass or coupon.

(2) A person shall not occupy, ride in, or use a public transportation vehicle without possession of proof of prior fare payment. A person shall present proof of prior fare payment upon demand of a fare inspector appointed or employed pursuant to subsection (4) of this section, a peace officer, or any other employee or agent of a public transportation entity.

(3) A violation of this section is a class B traffic infraction and is punishable by a fine of seventy-five dollars. Notwithstanding any other provision of law, fines for a violation of subsection (1) of this section shall be retained by the clerk of the court in the city and county of Denver upon receipt by the clerk for a violation occurring within that jurisdiction, or transmitted to the state judicial department if the fine is receipted by the clerk of the court of any other county.

(4) (a) Public transportation entities may appoint or employ, with the power of removal, fare inspectors as necessary to enforce the provisions of this section. The employing public transportation entity shall determine the requirements for employment as a fare inspector.

(b) A fare inspector appointed or employed pursuant to this section is authorized to enforce the provisions of this section while acting within the scope of his or her authority and in the performance of his or her duties. A fare inspector is authorized to issue a citation to a person who commits failure to provide a valid transit pass or coupon in violation of this section. The fare inspector shall issue a citation on behalf of the county in which the person occupying, riding in, or using a public transportation vehicle without paying the applicable fare is located at the time the violation is discovered. The public transportation entity whose fare inspector issued the citation shall timely deliver the citation to the clerk of the county court for the jurisdiction in which the accused person is located at the time the violation is discovered.

(5) As used in this section, unless the context otherwise requires:

(a) "Proof of prior fare payment" means:

(I) A transit pass valid for the day and time of use;

(II) A receipt showing payment of the applicable fare for use of a public transportation vehicle during the day and time specified in the receipt; or

(III) A prepaid ticket or series of tickets showing cancellation by a public transportation entity used within the day and time specified in the ticket.

(b) "Public transportation entity" means a mass transit district, a mass transit authority, or any other public entity authorized under the laws of this state to provide mass transportation services to the general public.

(c) "Public transportation vehicle" means a bus, a train, a light rail vehicle, or any other mode of transportation used by a public transportation entity to provide transportation services to the general public.

(d) "Transit pass" means any pass, coupon, transfer, card, identification, token, ticket, or other document, whether issued by a public transportation entity or issued by an employer to employees pursuant to an agreement with a public transportation entity, used to obtain public transit.

PART 15
MOTORCYCLES

1501. Traffic laws apply to persons operating motorcycles - special permits.

(1) Every person operating a motorcycle shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of any other vehicle under this Code, except as

to special regulations in this Code and except as to those provisions of this Code which by their nature can have no application.

(2) For the purposes of a prearranged organized special event and upon a showing that safety will be reasonably maintained, the department of transportation may grant a special permit exempting the operation of a motorcycle from any requirement of this part 15.

1502. Riding on motorcycles – protective helmet.

(1) A person operating a motorcycle shall ride only upon the permanent and regular seat attached thereto, and such operator shall not carry any other person nor shall any other person ride on a motorcycle unless such motorcycle is designed to carry more than one person, in which event a passenger may ride upon the permanent seat if designed for two persons or upon another seat firmly attached to the motorcycle at the rear or side of the operator.

(2) A person shall ride upon a motorcycle only while sitting astride the seat, facing forward, with one leg on either side of the motorcycle.

(3) No person shall operate a motorcycle while carrying packages, bundles, or other articles which prevent the person from keeping both hands on the handlebars.

(4) No operator shall carry any person nor shall any person ride in a position that will interfere with the operation or control of the motorcycle or the view of the operator.

(4.5) (a) Except as provided in paragraph (c) of this subsection (4.5), a person shall not operate or ride as a passenger on a motorcycle or low-power scooter on a roadway unless:

(I) Each person under eighteen years of age is wearing a protective helmet of a type and design manufactured for use by operators of motorcycles;

(II) The protective helmet conforms to the design and specifications set forth in paragraph (b) of this subsection (4.5); and

(III) The protective helmet is secured properly on the person's head with a chin strap while the motorcycle is in motion.

(b) A protective helmet required to be worn by this subsection (4.5) shall:

(I) Be designed to reduce injuries to the user resulting from head impacts and to protect the user by remaining on the user's head, deflecting blows, resisting penetration, and spreading the force of impact;

(II) Consist of lining, padding, and chin strap; and

(III) Meet or exceed the standards established in the United States department of transportation federal motor vehicle safety standard no. 218, 49 CFR 571.218, for motorcycle helmets.

(c) A person driving or riding a motorcycle need not wear a helmet if the motorcycle has:

(I) Three wheels;

(II) A maximum design speed of twenty-five miles per hour or less;

(III) A windshield; and

(IV) Seat belts.

(5) Any person who violates any provision of this section commits a class A traffic infraction.

1503. Operating motorcycles on roadways laned for traffic.

(1) All motorcycles are entitled to full use of a traffic lane, and no motor vehicle shall be driven in such a manner as to deprive any motorcycle of the full use of a traffic lane. This subsection (1) shall not apply to motorcycles operated two abreast in a single lane.

(2) The operator of a motorcycle shall not overtake or pass in the same lane occupied by the vehicle being overtaken.

(3) No person shall operate a motorcycle between lanes of traffic or between adjacent lines or rows of vehicles.

(4) Motorcycles shall not be operated more than two abreast in a single lane.

(5) Subsections (2) and (3) of this section shall not apply to police officers in the performance of their official duties.

(6) Any person who violates any provision of this section commits a class A traffic infraction.

1504. Clinging to other vehicles.

No person riding upon a motorcycle shall attach himself, herself, or the motorcycle to any other vehicle on a roadway. Any person who violates any provision of this section commits a class A traffic infraction.

PART 16
ACCIDENTS AND ACCIDENT REPORTS

(Removed)

PART 17
PENALTIES AND PROCEDURE

Preface.

(1) Municipalities that have adopted the Code need to be aware of: sections 13-10-101, C.R.S., et. seq., section 42-4-110 (2), C.R.S., and the Colorado Municipal Court Rules (C.M.C.R.).

(2) Counties that have adopted the Code need to be aware of: part 5 of Code 6 of title 13, C.R.S., section 16-2-201, C.R.S., sections 30-15-401 (1)(h), 30-15-402, 30-15-407, C.R.S., section 42-4-1701, C.R.S., Colorado Rules for Magistrates - Rule 7, and Colorado Rules of Criminal Procedure - Rule 4.1.

(3) Counties additionally need to be aware of section 30-15-401 (1)(h), C.R.S., which reads in part, emphasis added:

> "To control and regulate the movement and parking of vehicles and motor vehicles on public property; **except that misdemeanor traffic offenses and the posted speed limit on any state highway located within the county shall be deemed a matter of statewide interest**.".

Pursuant to section 30-15-402, C.R.S., which reads in part, emphasis added:

> (1) "Any person who violates any county ordinance adopted pursuant to this part 4 ... **in the case of traffic offenses, commits a traffic infraction, and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate violation**. If authorized by the county ordinance, the penalty assessment procedure provided in section 16-2-201, C.R.S., may be followed by any arresting law enforcement officer for any such violation. As part of said county ordinance authorizing the penalty assessment procedure, the board of county commissioners may adopt a graduated fine schedule for such violations. Such graduated fine schedule may provide for increased penalty assessments for repeat offenses by the same individual. **In the case of county traffic ordinance violations, the provisions of sections 42-4-1701 and 42-4-1703, C.R.S., and sections 42-4-1708 to 42-4-1718, C.R.S., shall apply**; except that the fine or penalty for a violation charged and the surcharge thereon if authorized by county ordinance shall be paid to the county.
>
> (2) In addition to the penalties prescribed in subsection (1) of this section, persons convicted of a violation of any ordinance adopted pursuant to this part 4 are subject to:
>
> (a) A surcharge of ten dollars that shall be paid to the clerk of the court by the defendant. Each clerk shall transmit the moneys to the court administrator of the judicial district in which the offense occurred for credit to the victims and witnesses assistance and law enforcement fund established in that judicial district pursuant to section 24-4.2-103, C.R.S.".

1701. Traffic offenses and infractions classified - penalties - penalty and surcharge schedule - repeal.

(1) It is a traffic infraction for any person to violate any of the provisions of articles 1 to 3 of title 42, Colorado Revised Statutes, and parts 1 to 3 and 5 to 19 of this Code unless such violation is, by articles 1 to 3 of title 42, Colorado Revised Statues, and parts 1 to 3 and 5 to 19 of this Code or by any other law of this state, declared to be a felony, misdemeanor, petty offense, or misdemeanor traffic offense. Such a traffic infraction shall constitute a civil matter.

(2) (a) For the purposes of this part 17, “judge” shall include any county court magistrate who hears traffic infraction matters, but no person charged with a traffic violation other than a traffic infraction or class 2 misdemeanor traffic offense shall be taken before a county court magistrate.
(b) For the purposes of this part 17, "magistrate" shall include any county court judge who is acting as a county court magistrate in traffic infraction and class 2 misdemeanor traffic offense matters.
(3) (a) (I) Except as provided in subsections (4) and (5) of this section or the section creating the infraction, traffic infractions are divided into two classes which shall be subject to the following penalties which are authorized upon entry of judgment against the defendant:

Class	Minimum Penalty	Maximum Penalty
A	$15 penalty	$100 penalty
B	$15 penalty	$100 penalty

(II) (A) Except as otherwise provided in sub-subparagraph (B) of this subparagraph (II), subsections (4) and (5) of this section, and sections 42-4-1301.3, 42-4-1301.4 and 42-4-1307, C.R.S., or the section creating the offense, misdemeanor traffic offenses are divided into two classes that are distinguished from one another by the following penalties that are authorized upon conviction:

Class	Minimum Sentence	Maximum Sentence
1	Ten days imprisonment, or $300 fine, or both	One year imprisonment, or $1,000 fine, or both
2	Ten days imprisonment, or $150 fine, or both	Ninety days imprisonment, or $300 fine, or both

(B) Any person convicted of a class 1 or class 2 misdemeanor traffic offense shall be required to pay restitution as required by article 18.5 of title 16, C.R.S., and may be sentenced to perform a certain number of hours of community or useful public service in addition to any other sentence provided by sub-subparagraph (A) of this subparagraph (II), subject to the conditions and restrictions of section 18-1.3-507, C.R.S.

(b) Any traffic infraction or misdemeanor traffic offense defined by law outside of articles 1 to 4 of this title shall be punishable as provided in the statute defining it or as otherwise provided by law.

(c) The department has no authority to assess any points under section 42-2-127, C.R.S., upon entry of judgment for any class B traffic infractions.

(4) (a) (I) Except as provided in subsection (5)(c) of this section, every person who is convicted of, who admits liability for, or against whom a judgment is entered for a violation of any provision of this title 42 to which subsection (5)(a) or (5)(b) of this section applies shall be fined or penalized, and have a surcharge levied thereon pursuant to sections 24-4.1-119 (1) (f) and 24-4.2-104 (1) (b) (I), C.R.S., in accordance with the penalty and surcharge schedule set forth in subsections (4)(a)(I)(A) to (4)(a)(I)(P) of this section; or, if no penalty or surcharge is specified in the schedule, the penalty for class A and class B traffic infractions shall be fifteen dollars, and the surcharge shall be four dollars. These penalties and surcharges shall apply whether the defendant acknowledges the defendant's guilt or liability in accordance with the procedure set forth by subsection (5)(a) this section, is found guilty by a court of competent jurisdiction, or has judgment entered against the defendant by a county court magistrate. Penalties and surcharges for violating specific sections shall be as follows:

Section Violated	Penalty	Surcharge
(A) Drivers' license violations:		
42-2-101 (1) or (4)	$ 35.00	$ 10.00
42-2-101 (2), (3), or (5)	15.00	6.00
42-2-103	15.00	6.00
42-2-105	70.00	10.00
42-2-105.5 (4)	65.00	10.00
42-2-106	70.00	10.00
42-2-116 (6) (a)	30.00	6.00
42-2-119	15.00	6.00
42-2-134	35.00	10.00
42-2-136	35.00	10.00
42-2-139	35.00	10.00
42-2-140	35.00	10.00
42-2-141	35.00	10.00
(B) Registration and taxation violations:		

42-3-103	$ 50.00	$ 16.00
42-3-113	15.00	6.00
42-3-202	15.00	6.00
42-3-116	50.00	16.00
42-3-121 (1)(a)	75.00	24.00
42-3-121 (1)(c)	35.00	10.00
42-3-121 (1)(f), (1)(g), and (1)(h)	75.00	24.00
42-3-304 to 306	50.00	16.00

(C) Traffic regulation generally:

Sec.[1] 1412	$ 15.00	$ 6.00
Sec. 109 (13)(a)	15.00	6.00
Sec. 109 (13)(b)	100.00	15.00
Sec. 1211	30.00	6.00
Sec. 1405	15.00	6.00

(D) Equipment violations:

Sec. 201	$ 35.00	$ 10.00
Sec. 202	35.00	10.00
Sec. 204	15.00	6.00
Sec. 205	15.00	6.00
Sec. 206	15.00	6.00
Sec. 207	15.00	6.00
Sec. 208	15.00	6.00
Sec. 209	15.00	6.00
Sec. 210	15.00	6.00
Sec. 211	15.00	6.00
Sec. 212	15.00	6.00
Sec. 213	15.00	6.00
Sec. 214	15.00	6.00
Sec. 215	15.00	6.00
Sec. 216	15.00	6.00
Sec. 217	15.00	6.00
Sec. 218	15.00	6.00
Sec. 219	15.00	6.00

[1] NOTE: “Sec.” refers to the corresponding section of this Model Traffic Code.

Sec. 220	15.00	6.00
Sec. 221	15.00	6.00
Sec. 222 (1)	15.00	6.00
Sec. 223	15.00	6.00
Sec. 224	15.00	6.00
Sec. 225 (1)	15.00	6.00
Sec. 226	15.00	6.00
Sec. 227 (1)	50.00	16.00
Sec. 227 (2)	15.00	6.00
Sec. 228 (1), (2), (3), (5), or (6)	15.00	6.00
Sec. 229	15.00	6.00
Sec. 230	15.00	6.00
Sec. 231	15.00	6.00
Sec. 232	15.00	6.00
Sec. 233	75.00	24.00
Sec. 234	15.00	6.00
Sec. 235	50.00	16.00
Sec. 236	65.00	16.00
Sec. 237	65.00	6.00
Sec. 1411	15.00	6.00
Sec. 1412	15.00	6.00
Sec. 1901	35.00	10.00

(E) Emissions inspections:

Sec. 313 (3)(c)	$ 50.00	$ 16.00
Sec. 313 (3)(d)	15.00	6.00

(F) Size, weight, and load violations:

Sec. 106 (1), (3), (4), (6), or (7)	35.00	10.00
Sec. 106 (5)(a)(I)	100.00	32.00
Sec. 106 (5)(a)(II)	500.00	156.00
Sec. 106 (5)(a)(III)	500.00	78.00
Sec. 106 (5)(a)(IV)	1,000.00	156.00
Sec. 105 (1) to (5)	50.00	16.00
Sec. 106	50.00	16.00
Sec. 502	$ 75.00	$ 24.00
Sec. 503	15.00	6.00
Sec. 504	75.00	24.00

Sec. 505	75.00	24.00
Sec. 506	15.00	6.00
Sec. 509	50.00	16.00
Sec. 510 (12)(a)	35.00	10.00
Sec. 512	75.00	24.00

(G) Signals, signs, and markings violations:

Sec. 603	$ 100.00	$ 10.00
Sec. 604	100.00	10.00
Sec. 605	70.00	10.00
Sec. 606	15.00	6.00
Sec. 607 (1)	50.00	16.00
Sec. 607 (2)(a)	100.00	32.00
Sec. 608 (1)	70.00	6.00
Sec. 608 (2)	15.00	6.00
Sec. 609	15.00	6.00
Sec. 610	15.00	6.00
Sec. 612	70.00	10.00
Sec. 613	35.00	10.00

(H) Rights-of-way violations:

Sec. 701	$ 70.00	$ 10.00
Sec. 702	70.00	10.00
Sec. 703	70.00	10.00
Sec. 704	70.00	10.00
Sec. 705	70.00	16.00
Sec. 706	70.00	10.00
Sec. 707	70.00	10.00
Sec. 708	35.00	10.00
Sec. 709	70.00	10.00
Sec. 710	70.00	10.00
Sec. 711	100.00	10.00
Sec. 712	70.00	10.00

(I) Pedestrian violations:

Sec. 801	$ 15.00	$ 6.00
Sec. 802 (1)	30.00	6.00
Sec. 802 (3)	15.00	6.00

Sec. 802 (4)	30.00	6.00
Sec. 802 (5)	30.00	6.00
Sec. 803	15.00	6.00
Sec. 805	15.00	6.00
Sec. 806	70.00	10.00
Sec. 807	70.00	10.00
Sec. 808	70.00	10.00

(J) Turning and stopping violations:

Sec. 901	$ 70.00	$ 10.00
Sec. 902	70.00	10.00
Sec. 903	70.00	10.00

(K) Driving, overtaking, and passing violations:

Sec. 1001	$ 70.00	$ 10.00
Sec. 1002	100.00	10.00
Sec. 1003	100.00	10.00
Sec. 1004	100.00	10.00
Sec. 1005	100.00	10.00
Sec. 1006	70.00	10.00
Sec. 1007	100.00	10.00
Sec. 1008	100.00	10.00
Sec. 1009	70.00	10.00
Sec. 1010	70.00	10.00
Sec. 1011	200.00	32.00
Sec. 1012 (3)(a)	65.00	(NONE)
Sec. 1012 (3)(b)	125.00	(NONE)
Sec. 1013	100.00	(NONE)

(L) Speeding violations:

Sec. 1101 (1) or (8) (b) (1 to 4 miles per hour over the reasonable and prudent speed or over the maximum lawful speed limit of 75 miles per hour)	$ 30.00	$ 6.00

Sec. 1101 (1) or (8) (b) (5 to 9 miles

per hour over the reasonable and prudent speed or over the maximum lawful speed limit of 75 miles per hour)	70.00	10.00
Sec. 1101 (1) or (8) (b) (10 to 19 miles per hour over the reasonable and prudent speed or over the maximum lawful speed limit of 75 miles per hour)	135.00	16.00
Sec. 1101 (1) or (8) (b) (20 to 24 miles per hour over the reasonable and prudent speed or over the maximum lawful speed limit of 75 miles per hour)	200.00	32.00
Sec. 1101 (8) (g) (1 to 4 miles per hour over the maximum lawful speed limit of 40 miles per hour driving a low-power scooter)	50.00	6.00
Sec. 1101 (8) (g) (5 to 9 miles per hour over the maximum lawful speed limit of 40 miles per hour driving a low-power scooter)	75.00	10.00
Sec. 1101 (8) (g) (greater than 9 miles per hour over the maximum lawful speed limit of 40 miles per hour driving a low-power scooter)	100.00	16.00
Sec. 1101 (3)	100.00	10.00
Sec. 1103	50.00	6.00
Sec. 1104	30.00	6.00
(M) Parking violations:		
Sec. 1201	30.00	6.00
Sec. 1202	30.00	6.00

Sec. 1204	15.00	6.00
Sec. 1205	15.00	6.00
Sec. 1206	15.00	6.00
Sec. 1207	15.00	6.00
Sec. 1208		
(9), (15), or (16)	150.00	32.00
Sec. 1213	150.00	32.00

(N) Other offenses:

Sec. 1301 (2)(d)	$ 100.00	$ 16.00
Sec. 1305	50.00	16.00
Sec. 1305.5 (2)	50.00	7.80
Sec. 1402	150.00	16.00
Sec. 1403	30.00	6.00
Sec. 1404	15.00	6.00
Sec. 1406	35.00	10.00
Sec. 1407 (3)(a)	35.00	10.00
Sec. 1407 (3)(b)	100.00	30.00
Sec. 1407 (3)(c)	500.00	200.00
Sec. 314 (1) and (2)	35.00	10.00
Sec. 314 (6)(a)	100.00	10.00
Sec. 1408	15.00	6.00
Sec. 1414 (2)(a)	500.00	156.00
Sec. 1414 (2)(b)	1,000.00	312.00
Sec. 1414 (2)(c)	5,000.00	1,560.00
Sec. 1416 (3)	75.00	4.00
42-20-109 (2)	250.00	66.00

(O) Motorcycle violations:

Sec. 1502 (1), (2), (3), or (4)	$ 30.00	$ 6.00
Sec. 1502 (4.5)	100.00	15.00
Sec. 1503	30.00	6.00
Sec. 1504	30.00	6.00

(P) Offenses by persons controlling vehicles:

Sec. 239 (5)(a)	$ 50.00	$ 6.00
Sec. 239 (5)(b)	100.00	6.00
Sec. 239 (5.5)	300.00	6.00
Sec. 1704	15.00	6.00

(II) (A) A person convicted of violating section 507 or 508 shall be fined pursuant to this sub-subparagraph (A), whether the defendant acknowledges the defendant's guilt pursuant to the procedure set forth in paragraph (a) of subsection (5) of this section or is found guilty by a court of competent jurisdiction. A person who violates section 507 or 508 shall be punished by the following fine plus a surcharge of sixteen percent of the fine as follows:

Excess Weight - Pounds	Penalty
1 - 1,000	$ 20.00
1,001 - 3,000	25.00
3,001 - 5,000	0.03 per pound overweight
5,001 - 7,000	0.05 per pound overweight rounded to the nearest dollar
7,001 - 10,000	0.07 per pound overweight rounded to the nearest dollar
10,001 - 15,000	0.10 per pound overweight rounded to the nearest dollar
15,001 - 19,750	0.15 per pound rounded to the nearest dollar
Over 19,750	0.25 per pound overweight rounded to the nearest dollar

(B) The state, county, city, or city and county issuing a citation that results in the assessment of the penalties in sub-subparagraph (A) of this subparagraph (II) may retain and distribute the following amount of the penalty according to the law of the jurisdiction that assesses the penalty, but the remainder of the penalty shall be transmitted to the state treasurer, who shall credit the moneys to the commercial vehicle enterprise tax fund created in section 42-1-225, C.R.S.:

Excess Weight - Pounds	Penalty Retained
1 - 3,000	$ 15.00
3,001 - 4,250	25.00
4,251 - 4,500	50.00
4,501 - 4,750	55.00

4,751 - 5,000	60.00	
5,001 - 5,250	65.00	
5,251 - 5,500	75.00	
5,501 - 5,750	85.00	
5,751 - 6,000	95.00	
6,001 - 6,250	105.00	
6,251 - 6,500	125.00	
6,501 - 6,750	145.00	
6,751 - 7,000	165.00	
7,001 - 7,250	185.00	
7,251 - 7,500	215.00	
7,501 - 7,750	245.00	
7,751 - 8,000	275.00	
8,001 - 8,250	305.00	
8,251 - 8,500	345.00	
8,501 - 8,750	385.00	
8,751 - 9,000	425.00	
9,001 - 9,250	465.00	
9,251 - 9,500	515.00	
9,501 - 9,750	565.00	
9,751 - 10,000	615.00	
10,001 - 10,250	665.00	
Over 10,250	30.00	for each 250 pounds additional overweight, plus $ 665.00

(III) Any person convicted of violating any of the rules promulgated pursuant to section 510, except section 510 (2) (b) (IV), shall be fined as follows, whether the violator acknowledges the violator's guilt pursuant to the procedure set forth in paragraph (a) of subsection (5) of this section or is found guilty by a court of competent jurisdiction:

(A) Except as provided in sub-subparagraph (D) of this subparagraph (III), any person who violates the maximum permitted weight on an axle or on gross weight shall be punished by the following fine plus a surcharge of sixteen percent of the fine:

Excess Weight Above Maximum Permitted Weight - Pounds	Penalty
1 - 2,500	$ 50.00
2,501 - 5,000	100.00

5,001 - 7,500	200.00	
7,501 - 10,000	400.00	
Over 10,000	$150.00	for each 1,000 pounds additional oveweight, plus $ 400.00

(B) Any person who violates any of the requirements of the rules and regulations pertaining to transport permits for the movement of overweight or oversize vehicles or loads, other than those violations specified in sub-subparagraph (A) or (C) of this subparagraph (III), shall be punished by a fine of fifty dollars.

(C) Any person who fails to have an escort vehicle when such vehicle is required by the rules and regulations pertaining to transport permits for the movement of overweight or oversize vehicles or loads or who fails to reduce speed when such speed reduction is required by said rules and regulations shall be punished by a fine of two hundred fifty dollars.

(D) The fines for a person who violates the maximum permitted weight on an axle or on gross weight under a permit issued pursuant to section 510 (1) (b) (II) shall be doubled.

(IV) (A) Any person convicted of violating section 42-3-114, C.R.S. who has not been convicted of a violation of section 42-3-114, C.R.S. in the twelve months preceding such conviction shall be fined as follows, whether the defendant acknowledges the defendant's guilt pursuant to the procedure set forth in paragraph (a) of subsection (5) of this section or is found guilty by a court of competent jurisdiction:

Number of days beyond renewal period that registration has been expired	Penalty	Surcharge
1 - 29	$ 35.00	$ 8.00
30 - 59	50.00	12.00
60 and over	75.00	18.00

(B) Any person convicted of violating section 42-3-114, C.R.S. who has been convicted of violating said section within the twelve months preceding such conviction shall be fined pursuant to subparagraph (I) of paragraph (a) of subsection (3) of this section.

(V) Any person convicted of violating section 42-20-204(2), C.R.S shall be fined twenty-five dollars, whether the violator acknowledges guilt pursuant to the procedure set forth in paragraph (a) of subsection (5) of this section or is found guilty by a court of competent jurisdiction.

(VI) (A) Except as provided in paragraph (c) of subsection (5) of this section, every person who is convicted of, who admits liability for, or against whom a judgment is entered for a violation of any provision of this title to which the provisions of paragraph (a) or (b) of subsection (5) of this section apply, shall, in addition to any other fine or penalty or surcharge, be assessed a surcharge of one dollar, which amount shall be transmitted to the state treasurer for deposit in the family-friendly court program cash fund created in section 13-3-113 (6), C.R.S. This surcharge shall apply whether the defendant acknowledges the defendant's guilt or liability in accordance with the procedure set forth by paragraph (a) of subsection (5) of this section or is found guilty by a court of competent jurisdiction or has judgment entered against the defendant by a county court magistrate.

(B) Repealed.

(VII) The penalties and surcharges for a second or subsequent violation of section 42-20-109(2), C.R.S., within twelve months shall be doubled.

(VIII) A person who violates section 42-3-204(7)(f)(II), C.R.S., or section 1208 (3) (a) or (4) commits a misdemeanor and, upon conviction, shall be punished by a surcharge of thirty-two dollars under sections 24-4.1-119 (1) (f) and 24-4.2-104 (1) (b) (I), C.R.S., and:

(A) A fine of not less than three hundred fifty dollars but not more than one thousand dollars for the first offense;

(B) A fine of not less than six hundred dollars but not more than one thousand dollars for a second offense; and

(C) A fine of not less than one thousand dollars but not more than five thousand dollars, in addition to not more than ten hours of community service, for a third or subsequent offense.

(IX) A person who violates section 1208 (3) by parking a vehicle owned by a commercial carrier is guilty of a misdemeanor and, upon conviction, shall be punished by the surcharge and a fine of up to twice the penalty imposed in subparagraph (VIII) of this paragraph (a).

(X) (A) A person who violates section 1208 (5) of this section is guilty of a class 1 misdemeanor and, upon conviction, shall be punished as provided in section 18-1.3-501, C.R.S.

(B) A person who willfully receives remuneration for violating section 1208 (5) is guilty of a class 1 misdemeanor and, upon conviction, shall be punished by twice the civil and criminal penalties that would be imposed under section 18-1.3-501, C.R.S.

(b) (I) The schedule in subparagraph (I) of paragraph (a) of this subsection (4) shall not apply when the provisions of paragraph (c) of subsection (5) of this section prohibit the issuance of a penalty assessment notice for a violation of the aforesaid traffic violation.

(II) The schedules in subparagraphs (II) and (III) of paragraph (a) of this subsection (4) shall apply whether the violator is issued a penalty assessment notice or a summons and complaint.

(c) (I) The penalties and surcharges imposed for speeding violations under subsection (4) (a) (I) (L) of this section shall be doubled if a speeding violation occurs within a maintenance, repair, or construction zone that is designated by the department of transportation pursuant to section 614 (1) (a); except that the penalty for violating section 1101 (1) or (8) (b) by twenty to twenty-four miles per hour over the reasonable and prudent speed or over the maximum lawful speed limit of seventy-five miles per hour shall be five hundred forty dollars.

(II) (A) The penalties and surcharges imposed for violations under sub-subparagraphs (C), (G), (H), (I), (J), (K), (N), and (O) of subparagraph (I) of paragraph (a) of this subsection (4) shall be doubled if a violation occurs within a maintenance, repair, or construction zone that is designated by the department of transportation pursuant to section 614 (1) (a); except that the fines for violating sections 314, 610, 613, 706, 707, 708, 709, 710, 1011, 1012, 1404, 1408, and 1414 shall not be doubled under this subparagraph (II).

(B) There is hereby created, within the highway users tax fund, the highway construction workers' safety account.

(C) If a fine is doubled under subparagraph (I) or (II) of this paragraph (c), one-half of the fine allocated to the state by sections 42-1-217 and section 205, C.R.S., shall be transferred to the state treasurer, who shall deposit it in the highway construction workers' safety account within the highway users tax fund to be continuously appropriated to the department of transportation for work zone safety equipment, signs, and law enforcement.

(D) This subparagraph (II) is effective July 1, 2006.

(III) The penalties and surcharges imposed for speeding violations under sub-subparagraph (L) of subparagraph (I) of paragraph (a) of this subsection (4) shall be doubled if a speeding violation occurs within a maintenance, repair, or construction zone that is designated by a public entity pursuant to section 614 (1) (b).

(IV) The penalties and surcharges imposed for violations under sub-subparagraphs (C), (G), (H), (I), (J), (K), (N), and (O) of subparagraph (I) of paragraph (a) of this subsection (4) shall be doubled if a violation occurs within a maintenance, repair, or construction zone that is designated

by a public entity pursuant to section 614 (1) (b); except that the fines for violating sections 314, 610, 613, 706, 707, 708, 709, 710, 1011, 1012, 1404, 1408, and 1414 shall not be doubled under this subparagraph (IV).

(d) The penalty and surcharge imposed for any moving traffic violation under subparagraph (I) of paragraph (a) of this subsection (4) are doubled if the violation occurs within a school zone pursuant to section 615.

(d.5) (I) The penalty and surcharge imposed for any moving traffic violation under subparagraph (I) of paragraph (a) of this subsection (4) are doubled if the violation occurs within a wildlife crossing zone pursuant to section 616.

(II) (A) There is hereby created, within the highway users tax fund, the wildlife crossing zones safety account.

(B) If a penalty and surcharge are doubled pursuant to subparagraph (I) of this paragraph (d.5), one-half of the penalty and surcharge allocated to the state by sections 42-1-217 and section 205, C.R.S., shall be transferred to the state treasurer, who shall deposit the moneys in the wildlife crossing zones safety account within the highway users tax fund to be continuously appropriated to the department of transportation for wildlife crossing zones signs and law enforcement.

(e) (I) An additional twenty dollars shall be assessed for speeding violations pursuant to subsection (4)(a)(I)(L) of this section in addition to the penalties and surcharge stated subsection (4)(a)(I)(L) of this section. Money collected pursuant to this subsection 4(e) must be transmitted to the state treasurer who shall deposit such money in the Colorado brain injury trust fund created pursuant to section 26-1-309, C.R.S., within fourteen days after the end of each quarter, to be used for the purposes set forth in sections 26-1-301 to 26-1-310, C.R.S.

(II) If the surcharge is collected by a county, the surcharge shall be twenty-two dollars of which two dollars shall be retained by the county and the remaining twenty dollars must be transmitted to the state treasurer and credited to the Colorado brain injury trust fund created pursuant to section 26-1-309, C.R.S., within fourteen days after the end of each quarter, to be used for the purposes set forth in sections 26-1-301 to 26-1-310, C.R.S.

(III) An additional twenty dollars is assessed for a violation of a traffic regulation pursuant to subsection (4)(a)(I)(C) of this section for a violation of section 109(13)(b), in addition to the penalties stated in subsection (4)(a)(I)(C) of this section. An additional twenty dollars must be assessed for a motorcycle violation pursuant to subsection (4)(a)(I)(O) of this section for a violation of section 1502(4.5), in addition to the penalties stated in subsection (4)(a)(I)(O) of this section. Money collected pursuant to this subsection (4)(e)(III) must be transmitted to the state

treasurer, who shall deposit the money in the Colorado brain injury trust fund created pursuant to section 26-1-309, C.R.S., to be used for the purposes set forth in sections 26-1-301 to 26-1-310, C.R.S.

(f) (I) In addition to the surcharge specified in sub-subparagraph (N) of subparagraph (I) of paragraph (a) of this subsection (4), the court shall assess a surcharge of five dollars shall be assessed for a violation of section 1301 (2)(d). Moneys collected pursuant to this paragraph (f) shall be transmitted to the state treasurer who shall deposit such moneys in the rural alcohol and substance abuse cash fund created in section 27-80-117 (3), C.R.S., within fourteen days after the end of each quarter, to be used for the purposes set forth in section 27-80-117, C.R.S.

(II) If the additional surcharge is collected by a county court, the additional surcharge shall be six dollars of which one dollar shall be retained by the county and the remaining five dollars shall be transmitted to the state treasurer and credited to the rural alcohol and substance abuse cash fund created in section 27-80-117 (3), C.R.S., within fourteen days after the end of each quarter, to be used for the purposes set forth in section 27-80-117, C.R.S.

(III) This paragraph (f) is repealed, effective September 1, 2025, unless the general assembly extends the repeal of the rural alcohol and substance abuse prevention and treatment program created in section 27-80-117.

(5) (a) (I) At the time that any person is arrested for the commission of any misdemeanors, petty offenses, or misdemeanor traffic offenses set forth in subsection (4) of this section, the arresting officer may, except when the provisions of paragraph (c) of this subsection (5) prohibit it, offer to give a penalty assessment notice to the defendant. At any time that a person is charged with the commission of any traffic infraction, the peace officer shall, except when the provisions of paragraph (c) of this subsection (5) prohibit it, give a penalty assessment notice to the defendant. Such penalty assessment notice shall contain all the information required by section 1707 (3) or by section 1709, whichever is applicable. The fine or penalty specified in subsection (4) of this section for the violation charged and the surcharge thereon may be paid at the office of the department of revenue, either in person or by postmarking such payment within twenty days from the date the penalty assessment notice is served upon the defendant; except that the fine or penalty charged and the surcharge thereon shall be paid to the county if it relates to a traffic offense authorized by county ordinance. The department of revenue shall accept late payment of any penalty assessment up to twenty days after such payment becomes due. Except as otherwise provided in subparagraph (II) of this paragraph (a), in the case of an offense other than a traffic infraction, a defendant who otherwise would be eligible to be issued a penalty assessment notice but who does not furnish satisfactory evidence of identity or who the officer has reasonable and probable grounds to believe will disregard the summons portion of such notice may be issued a penalty assessment notice if the defendant consents to be taken by the officer to the nearest

mailbox and to mail the amount of the fine or penalty and surcharge thereon to the department. The peace officer shall advise the person arrested or cited of the points to be assessed in accordance with section 42-2-127, C.R.S. Except as otherwise provided in section 1710 (1) (b), acceptance of a penalty assessment notice and payment of the prescribed fine or penalty and surcharge thereon to the department shall be deemed a complete satisfaction for the violation, and the defendant shall be given a receipt which so states when such fine or penalty and surcharge thereon is paid in currency or other form of legal tender. Checks tendered by the defendant to and accepted by the department and on which payment is received by the department shall be deemed sufficient receipt.

(II) In the case of an offense other than a traffic infraction that involves a minor under the age of eighteen years, the officer shall proceed in accordance with the provisions of section 1706 (2) or 1707 (1) (b) or (3) (a.5). In no case may an officer issue a penalty assessment notice to a minor under the age of eighteen years and require or offer that the minor consent to be taken by the officer to the nearest mailbox to mail the amount of the fine or penalty and surcharge thereon to the department.

(b) In the case of an offense other than a traffic infraction, should the defendant refuse to accept service of the penalty assessment notice when such notice is tendered, the peace officer shall proceed in accordance with section 42-4-1705, C.R.S., or 1707 of this Code. Should the defendant charged with an offense other than a traffic infraction accept service of the penalty assessment notice but fail to post the prescribed penalty and surcharge thereon within twenty days thereafter, the notice shall be construed to be a summons and complaint unless payment for such penalty assessment has been accepted by the department of revenue as evidenced by receipt. Should the defendant charged with a traffic infraction accept the notice but fail to post the prescribed penalty and surcharge thereon within twenty days thereafter, and should the department of revenue not accept payment for such penalty and surcharge as evidenced by receipt, the defendant shall be allowed to pay such penalty and surcharge thereon and the docket fee in the amount set forth in section 1710 (4) to the clerk of the court referred to in the summons portion of the penalty assessment notice during the two business days prior to the time for appearance as specified in the notice. If the penalty for a misdemeanor, misdemeanor traffic offense, or a petty offense and surcharge thereon is not timely paid, the case shall thereafter be heard in the court of competent jurisdiction prescribed on the penalty assessment notice in the same manner as is provided by law for prosecutions of the misdemeanors not specified in subsection (4) of this section. If the penalty for a traffic infraction and surcharge thereon is not timely paid, the case shall thereafter be heard in the court of competent jurisdiction prescribed on the penalty assessment notice in the manner provided for in this article for the prosecution of traffic infractions. In either case, the maximum penalty that may be imposed shall not exceed the penalty set forth in the applicable penalty and surcharge schedule in subsection (4) of this section.

(b.5) The provisions of section 1710 (1) (b) shall govern any case described in paragraph (b) of this subsection (5) in which a minor under the age of eighteen years submits timely payment for an infraction or offense in a penalty assessment notice but such payment is not accompanied by the penalty assessment notice signed and notarized in the manner required by section 1707 (3) (a.5) or 1709 (1.5).

(c) (I) The penalty and surcharge schedules of subsection (4) of this section and the penalty assessment notice provisions of paragraphs (a) and (b) of this subsection (5) shall not apply to violations constituting misdemeanors, petty offenses, or misdemeanor traffic offenses not specified in said subsection (4) of this section, nor shall they apply to the violations constituting misdemeanors, petty offenses, misdemeanor traffic offenses, or traffic infractions specified in said subsection (4) of this section when it appears that:

(A) (Deleted by amendment, L. 96, p. 580, § 4, effective May 25, 1996.)

(B) In a violation of section 1101 (1) or (8) (b), the defendant exceeded the reasonable and prudent speed or the maximum lawful speed of seventy-five miles per hour by more than twenty-four miles per hour;

(C) The alleged violation has caused, or contributed to the cause of, an accident resulting in appreciable damage to property of another or in injury or death to any person;

(D) The defendant has, in the course of the same transaction, violated one of the provisions of this title specified in the penalty and surcharge schedules in subsection (4) of this section and has also violated one or more provisions of this title not so specified, and the peace officer charges such defendant with two or more violations, any one of which is not specified in the penalty and surcharge schedules in subsection (4) of this section.

(II) In all cases where this paragraph (c) prohibits the issuance of a penalty assessment notice, the penalty and surcharge schedule contained in subparagraph (I) of paragraph (a) of subsection (4) of this section shall be inapplicable; except that the penalty and surcharge provided in the schedule contained in sub-subparagraph (B) of subparagraph (I) of paragraph (a) of subsection (4) of this section for any violation of section 121 shall always apply to such a violation. In all cases where the penalty and surcharge schedule contained in subparagraph (I) of paragraph (a) of subsection (4) of this section is inapplicable, the provisions of subsection (3) of this section shall apply.

(d) In addition to any other cases governed by this section, the penalty and surcharge schedule contained in subparagraph (I) of paragraph (a) of subsection (4) of this section shall apply in the following cases:

(I) In all cases in which a peace officer was authorized by the provisions of this subsection (5) to offer a penalty assessment notice for the commission of a misdemeanor, petty offense, or misdemeanor traffic offense but such peace officer chose not to offer such penalty assessment notice;

(II) In all cases involving the commission of a misdemeanor, petty offense, or misdemeanor traffic offense in which a penalty assessment notice was offered by a peace officer but such penalty assessment notice was refused by the defendant.

(6) An officer coming upon an unattended vehicle that is in apparent violation of any provision of the state motor vehicle law may place upon the vehicle a penalty assessment notice indicating the offense or infraction and directing the owner or operator of the vehicle to remit the penalty assessment provided for by subsection (4) of this section and the surcharges thereon pursuant to sections 119(1)(f) and 104 to the Colorado department of revenue within ten days. If the penalty assessment and surcharge thereon is not paid within ten days of the issuance of the notice, the department shall mail a notice to the registered owner of the vehicle, setting forth the offense or infraction and the time and place where it occurred and directing the payment of the penalty assessment and surcharge thereon within twenty days from the issuance of the notice. If the penalty assessment and surcharge thereon is not paid within the twenty days from the date of mailing of such notice, the department shall request the police officer who issued the original penalty assessment notice to file a complaint with a court having jurisdiction and issue and serve upon the registered owner of the vehicle a summons to appear in court at a time and place specified therein as in the case of other offenses or infractions.

(7) Notwithstanding the provisions of paragraph (b) of subsection (5) of this section, receipt of payment by mail by the department or postmarking such payment on or prior to the twentieth day after the receipt of the penalty assessment notice by the defendant shall be deemed to constitute receipt on or before the date the payment was due.

(8) The surcharges described in subsections (4) to (6) of this section are separate and distinct from a surcharge levied pursuant to section 24-33.5-415.6, C.R.S.

1702. Counties - traffic offenses classified - schedule of fines.

(1) Pursuant to sections 30-15-402(1), C.R.S., and 42-4-1701, C.R.S., it is a traffic infraction for any person to violate parts 1 and 2, and 5 to 19 of this Code except as otherwise provided in subsections (2), (3),(4), and (5) of this section.

(2) Violation of sections 238, 239, 607 (2)(a), 1402 (2), and 1409, of this Code are class 1 traffic misdemeanors

(3) Violations of sections 107, 228 (8), 233, 507, 508, 509, 510, 1105, 1401, 1402 (1), 1407, 1412, 1413, 1704, 1716(2) and 1903 (1)(a) of this Code are class 2 traffic misdemeanors.

(4) In section 1101 of this Code a violation of driving one to twenty-four miles per hour in excess of the reasonable and prudent speed or in excess of the maximum lawful speed limit of seventy-five miles per hour is a traffic infraction; a violation of driving twenty-five or more miles per hour in excess of the reasonable and prudent speed or in excess of the maximum lawful speed limit of seventy-five miles per hour is a class 2 misdemeanor traffic offense.

(5) Violation of subsection (1.5) of section 225 shall, upon conviction, be punished by a fine of five hundred dollars.

(6) The County Commissioners may adopt a fine and surcharge schedule for penalty assessment violations.

1703. Parties to a crime.

Every person who commits, conspires to commit, or aids or abets in the commission of any act declared in this Code to be a traffic offense, whether individually or in connection with one or more other persons or as principal, agent, or accessory, is guilty of such offense or liable for such offense, and every person who falsely, fraudulently, forcibly, or willfully induces, causes, coerces, requires, permits, or directs another to violate any provision of this Code is likewise guilty of such offense or liable for such offense.

1704. Offenses by persons controlling vehicles.

It is unlawful for the owner or any other person employing or otherwise directing the driver of any vehicle to require or knowingly to permit the operation of such vehicle upon a highway in any manner contrary to law or this Code.

1705. Person arrested to be taken before the proper court

(1) Whenever a person is arrested for any violation of this article punishable as a misdemeanor, the arrested person shall be taken without unnecessary delay before a county judge who has jurisdiction of such offense as provided by law, in any of the following cases:

(a) When a person arrested demands an appearance without unnecessary delay before a judge;

(b) When the person is arrested and charged with an offense under this article causing or contributing to an accident resulting in injury or death to any person;

(c) When the person is arrested and charged with DUI, DUI per se, or UDD;

(d) When the person is arrested upon a charge of failure to stop in the event of an accident causing death, personal injuries, or damage to property;

(e) In any other event when the provisions of section 42-4-1701 (5)(b) and (5)(c) apply and the person arrested refuses to give a written promise to appear in court as provided in section 42-4-1707.

(2) Whenever any person is arrested by a police officer for any violation of this article punishable as a misdemeanor and is not required to be taken before a county judge as provided in subsection (1) of this section, the arrested person shall, in the discretion of the officer, either be given a written notice or summons to appear in court as provided in section 42-4-1707 or be taken without unnecessary delay before a county judge who has jurisdiction of such offense when the arrested person does not furnish satisfactory evidence of identity or when the officer has reasonable and probable grounds to believe the person will disregard a written promise to appear in court. The court shall provide a bail bond schedule and available personnel to accept adequate security for such bail bonds.

(2.5) In any case in which the arrested person that is taken before a county judge pursuant to subsection (1) or (2) of this section is a child, as defined in section 19-1-103 (18), C.R.S., the provisions of section 42-4-1706 (2) shall apply.

(3) Any other provision of law to the contrary notwithstanding, a police officer may place a person who has been arrested and charged with DUI, DUI per se, or UDD and who has been given a written notice or summons to appear in court as provided in section 42-4-1707 in a state-approved treatment facility for alcohol use disorders even though entry or other record of such arrest and charge has been made. Placement is governed by article 81 of title 27, except where in conflict with this section.

1706. Juveniles - convicted - arrested and incarcerated - provisions for confinement.

(1) Notwithstanding any other provision of law, a child, as defined in section 19-1-103 (18), C.R.S., convicted of a misdemeanor traffic offense under this Code, violating the conditions of probation imposed under this Code, or found in contempt of court in connection with a violation or alleged violation under this Code shall not be confined in a jail, lockup, or other place used for the confinement of adult offenders if the court with jurisdiction is located in a county in which there is a juvenile detention facility operated by or under contract with the department of human services that shall receive and provide care for such child or if the jail is located within forty miles of such facility. The court imposing penalties under this section may confine a child for a determinate period of time in a juvenile detention facility operated by or under contract with the department of human services. If a juvenile detention facility operated by or under contract with the department of human services is not located within the county or within forty miles of the jail, a child may be confined for up to forty-eight hours in a jail pursuant to section 19-2-508 (4), C.R.S.

(2)(a) Notwithstanding any other provision of law, a child, as defined in section 19-1-103 (18), C.R.S., arrested and incarcerated for an alleged misdemeanor traffic offense under this Code, and not released on bond, shall be taken before a county judge who has jurisdiction of such offense within forty-eight hours for fixing of bail and conditions of bond pursuant to section 19-2-508 (4)(d), C.R.S. Such child shall not be confined in a jail, lockup, or other place used for the confinement of adult offenders for longer than seventy-two hours, after which the child may be further detained only in a juvenile detention facility operated by or under contract with the department of human services. In calculating time under this subsection (2), Saturdays, Sundays, and court holidays shall be included.

(b) In any case in which a child is taken before a county judge pursuant to paragraph (a) of this subsection (2), the child's parent or legal guardian shall immediately be notified by the court in which the county judge sits. Any person so notified by the court under this paragraph (b) shall comply with the provisions of section 42-4-1716 (4), C.R.S.

1707. Summons and complaint or penalty assessment notice for misdemeanors, petty offenses, and misdemeanor traffic offenses--release—registration.

(1)(a) Whenever a person commits a violation of this title punishable as a misdemeanor, petty offense, or misdemeanor traffic offense, other than a violation for which a penalty assessment notice may be issued in accordance with the provisions of section 1701(5)(a), and such person is not required by the provisions of section 42-4-1705, C.R.S., to be arrested and taken without unnecessary delay before a county judge, the peace officer may issue and serve upon the defendant a summons and complaint which must contain the name and address of the defendant, the license number of the vehicle involved, if any, the number of the defendant's driver's license, if any, a citation of the statute alleged to have been violated, a brief description of the offense, the date and approximate location thereof, and the date the summons and complaint is served on the defendant; direct the defendant to appear in a specified county court at a specified time and place; and be signed by the peace officer. The summons and complaint submitted to the department of revenue and the county court before which appearance is required, either by paper or electronic submission, must contain the name and address of the defendant, the license of the vehicle involved, if any, and the number of the defendant's driver's license, if any.

(b) A summons and complaint issued and served pursuant to paragraph (a) of this subsection (1) on a minor under the age of eighteen years shall also contain or be accompanied by a document containing an advisement to the minor that the minor's parent or legal guardian, if known, shall be notified by the court from which the summons is issued and be required to appear with the minor at the minor's court hearing or hearings.

(2) If a peace officer issues and serves a summons and complaint to appear in any court upon the defendant as described in subsection (1) of this section, any defect in form in such summons and complaint regarding the name and address of the defendant, the license number of the vehicle involved, if any, the number of the defendant's driver's license, if any, the date and

approximate location thereof, and the date the summons and complaint is served on the defendant may be cured by amendment at any time prior to trial or any time before verdict or findings upon an oral motion by the prosecuting attorney after notice to the defendant and an opportunity for a hearing. No such amendment shall be permitted if substantial rights of the defendant are prejudiced. No summons and complaint shall be considered defective so as to be cause for dismissal solely because of a defect in form in such summons and complaint as described in this subsection (2).

(3)(a) Whenever a penalty assessment notice for a misdemeanor, petty offense, or misdemeanor traffic offense is issued pursuant to section 1701(5)(a), the penalty assessment notice that shall be served upon the defendant by the peace officer shall contain the name and address of the defendant, the license number of the vehicle involved, if any, the number of the defendant's driver's license, if any, a citation of the statute alleged to have been violated, a brief description of the offense, the date and approximate location thereof, the amount of the penalty prescribed for the offense, the amount of the surcharges thereon pursuant to sections 24-4.1-119(1)(f), 24-4.2-104(1), and 24-33.5-415.6, C.R.S., the number of points, if any, prescribed for the offense pursuant to section 42-2-127, and the date the penalty assessment notice is served on the defendant; shall direct the defendant to appear in a specified county court at a specified time and place in the event the penalty and surcharges thereon are not paid; shall be signed by the peace officer; and shall contain a place for the defendant to elect to execute a signed acknowledgment of guilt and an agreement to pay the penalty prescribed and surcharges thereon within twenty days, as well as such other information as may be required by law to constitute the penalty assessment notice to be a summons and complaint, should the prescribed penalty and surcharges thereon not be paid within the time allowed in section 1701.

(a.5) A penalty assessment notice issued and served pursuant to paragraph (a) of this subsection (3) on a minor under the age of eighteen years shall also contain or be accompanied by a document containing:

(I) A preprinted declaration stating that the minor's parent or legal guardian has reviewed the contents of the penalty assessment notice with the minor;

(II) Preprinted signature lines following the declaration on which the reviewing person described in subparagraph (I) of this paragraph (a.5) shall affix his or her signature and for a notary public to duly acknowledge the reviewing person's signature; and

(III) An advisement to the minor that:

(A) The minor shall, within seventy-two hours after service of the penalty assessment notice, inform his or her parent or legal guardian that the minor has received a penalty assessment notice;

(B) The parent or legal guardian of the minor is required by law to review and sign the penalty assessment notice and to have his or her signature duly acknowledged by a notary public; and

(C) Noncompliance with the requirement set forth in sub-subparagraph (B) of this subparagraph (III) shall result in the minor and the parent or legal guardian of the minor being

required to appear in court pursuant to sections 42-4-1710(1) (b), 42-4-1710(1.5), and 42-4-1716(4), C.R.S.

(b) One copy of said penalty assessment notice shall be served upon the defendant by the peace officer and one copy sent to the supervisor within the department and such other copies sent as may be required by rule of the department to govern the internal administration of this article between the department and the Colorado state patrol.

(4)(a) The time specified in the summons portion of said summons and complaint must be at least twenty days after the date such summons and complaint is served, unless the defendant shall demand an earlier court appearance date.

(b) The time specified in the summons portion of said penalty assessment notice shall be at least thirty days but not more than ninety days after the date such penalty assessment notice is served, unless the defendant shall demand an earlier court appearance date.

1708. Burden of proof - appeals.

(1) The burden of proof shall be upon the people, and the court shall enter judgment in favor of the defendant unless the people prove the liability of the defendant beyond a reasonable doubt.

(2) Appeals from courts of record shall be in accordance with Rule 37 of the Colorado Rules of Criminal Procedure.

1709. Penalty assessment notice for traffic offenses - violations of provisions by officer - driver's license.

(1) Whenever a penalty assessment notice for a traffic infraction is issued the penalty assessment notice which shall be served upon the defendant by the peace officer shall contain the name and address of the defendant, the license number of the vehicle involved, if any, the number of the defendant's driver's license, if any, a citation of the statute alleged to have been violated, a brief description of the traffic infraction, the date and approximate location thereof, the amount of the penalty prescribed for such traffic infraction, the amount of the surcharge thereon pursuant to section 24-4.2-104 (1), C.R.S., the number of points, if any, prescribed for such traffic infraction pursuant to section 42-2-127, C.R.S., and the date the penalty assessment notice is served on the defendant; shall direct the defendant to appear in a specified county court at a specified time and place in the event such penalty and surcharge thereon is not paid; shall be signed by the peace officer; and shall contain a place for the defendant to elect to execute a signed acknowledgment of liability and an agreement to pay the penalty prescribed and surcharge thereon within twenty days, as well as such other information as may be required by law to constitute such penalty assessment notice to be a summons and complaint, should the prescribed penalty and surcharge thereon not be paid within the time allowed in section 42-4-1701, C.R.S.

(1.5) A penalty assessment notice issued and served pursuant to subsection (1) of this section on a minor under the age of eighteen years shall also contain or be accompanied by a document containing:

(a) A preprinted declaration stating that the minor's parent or legal guardian has reviewed the contents of the penalty assessment notice with the minor;

(b) Preprinted signature lines following the declaration on which the reviewing person described in paragraph (a) of this subsection (1.5) shall affix his or her signature and for a notary public to duly acknowledge the reviewing person's signature; and

(c) An advisement to the minor that:

(I) The minor shall, within seventy-two hours after service of the penalty assessment notice, inform his or her parent or legal guardian that the minor has received a penalty assessment notice;

(II) The parent or legal guardian of the minor is required by this Code to review and sign the penalty assessment notice and to have his or her signature duly acknowledged by a notary public; and

(III) Noncompliance with the requirement set forth in subparagraph (II) of this paragraph (c) shall result in the minor and the parent or legal guardian of the minor being required to appear in court pursuant to sections 1710 (1)(b), 1710 (1.5), and 1716 (4).

(2) One copy of said penalty assessment notice shall be served upon the defendant by the peace officer and one copy sent to the clerk of the court and such other copies sent as may be required by ordinance or the court.

(3) The time specified in the summons portion of said penalty assessment notice must be at least thirty days but not more than ninety days after the date such penalty assessment notice is served, unless the defendant shall demand an earlier hearing.

(4) The place specified in the summons portion of said penalty assessment notice must be a court within the county in which the traffic infraction is alleged to have been committed.

(5) Whenever the defendant refuses to accept service of the penalty assessment notice, tender of such notice by the peace officer to the defendant shall constitute service thereof upon the defendant.

1710. Failure to pay penalty for traffic offenses - failure of parent or guardian to sign penalty assessment notice - procedures.

(1)(a) Unless a person who has been cited for a traffic infraction pays the penalty assessment as provided in this Code and surcharge thereon pursuant to section 24-4.2-104 (1), C.R.S., the person shall appear at a hearing on the date and time specified in the citation and answer the complaint against such person.

(b) Notwithstanding the provisions of paragraph (a) of this subsection (1), a minor under the age of eighteen years shall be required to appear at a hearing on the date and time specified in the citation and answer the complaint if the penalty assessment was timely paid but not signed and notarized in the manner required by section 1709 (1.5).

(1.5) If a minor under the age of eighteen years is required to appear at a hearing pursuant to subsection (1) of this section, the minor shall so inform his or her parent or legal guardian, and the parent or legal guardian shall also be required to appear at the hearing.

(2) If the violator answers that he or she is guilty or if the violator fails to appear for the hearing, judgment shall be entered against the violator.

(3) If the violator denies the allegations in the complaint, a final hearing on the complaint shall be held subject to the provisions regarding a speedy trial which are contained in section 18-1-405, C.R.S. If the violator is found guilty or liable at such final hearing or if the violator fails to appear for a final hearing, judgment shall be entered against the violator.

(4) If judgment is entered against a violator, the violator shall be assessed an appropriate penalty and surcharge thereon, a docket fee, and other applicable costs authorized by ordinance or the court. If the violator had been cited by a penalty assessment notice, the penalty shall be assessed pursuant to this Code.

1711. Compliance with promise to appear.
A written promise to appear in court may be complied with by an appearance by counsel.

1712. Procedure prescribed not exclusive.
The foregoing provisions of this Code shall govern all police officers in making arrests without a warrant or issuing citations for violations of this Code, for offenses or infractions committed in their presence, but the procedure prescribed in this Code shall not otherwise be exclusive of any other method prescribed by law or ordinance for the arrest and prosecution of a person for an offense or infraction of like grade.

1713. Conviction record inadmissible in civil action.
Except as provided in sections 42-2-201 to 42-2-208, C.R.S., no record of the conviction of any person for any violation of this Code shall be admissible as evidence in any court in any civil action.

1714. Traffic violation not to affect credibility of witness.
The conviction of a person upon a charge of violating any provision of this Code or other traffic regulation less than a felony shall not affect or impair the credibility of such person as a witness in any civil or criminal proceeding.

1715. Convictions, judgments, and charges recorded - public inspection.
(1) Every judge of a court not of record and every clerk of a court of record shall keep a full record of every case in which a person is charged with any violation of this Code or any other law regulating the operation of vehicles on highways.

(2) Within ten days after the entry of a judgment, conviction, or forfeiture of bail of a person upon a charge of violating any provision of this Code or other law regulating the

operation of vehicles on highways, the judge or clerk of the court in which the entry of a judgment was made or the conviction was had or bail was forfeited shall prepare and immediately forward to the motor vehicle division of the department of revenue an abstract of the record of said court covering every case in which said person had a judgment entered against him or her, was so convicted, or forfeited bail, which abstract must be certified by the person so required to prepare the same to be true and correct.

(3) Said abstract must be made upon a form furnished by the department of revenue and shall include the name, address, and driver's license number of the party charged, the registration number of the vehicle involved, the nature of the offense, the date of hearing, the plea, the judgment or whether bail forfeited, and the amount of the fine or forfeiture as the case may be.

1716. Notice to appear or pay fine - failure to appear - penalty.

(1) For the purposes of this part 17, tender by an arresting officer of the summons or penalty assessment notice shall constitute notice to the violator to appear in court at the time specified on such summons or to pay the required fine and surcharge thereon.

(2) Except as otherwise provided in subsection (4) of this section, a person commits a traffic offense if the person fails to appear to answer any offense other than a traffic infraction charged under this part 17.

(3) Deleted.

(4)(a)(I) Except as otherwise provided in subparagraph (II) of this paragraph (a), a person who is a parent or legal guardian of a minor under the age of eighteen years and who is required to appear in court with the minor pursuant to the provisions of this part 17 including but not limited to section 1706 (2)(b) or 1710 (1.5), shall appear in court at the location and on the date stated in the penalty assessment notice or in the summons and complaint or as instructed by the court.

(II) The provisions of subparagraph (I) of this paragraph (a) concerning the appearance of a parent or legal guardian shall not apply in a case where the minor under the age of eighteen years or the parent of the minor demonstrates to the court by clear and convincing evidence that the minor is an emancipated minor.

(III) For purposes of this subsection (4), "emancipated minor" means a minor under the age of eighteen years who has no legal guardian and whose parents have entirely surrendered the right to the care, custody, and earnings of the minor, no longer are under any duty to support or maintain the minor, and have made no provision for the support of the minor.

(b) A person who violates any provision of paragraph (a) of subparagraph (I) of this subsection (4) commits a class 1 petty offense and shall be punished pursuant to section 18-1.3-503, C.R.S.

1717. Conviction - attendance at driver improvement school.

(1) Except as otherwise provided in subsection (2) of this section, whenever a person has been convicted of violating any provision of this Code or other law regulating the operation of

vehicles on streets or highways, the court, in addition to the penalty provided for the violation or as a condition of either the probation or the suspension of all or any portion of any fine or sentence of imprisonment for a violation other than a traffic infraction, may require the defendant, at the defendant's own expense, if any, to attend and satisfactorily complete a course of instruction at any designated driver improvement school located and operating in the county of the defendant's residence and providing instruction in the traffic laws of this state, instruction in recognition of hazardous traffic situations, and instruction in traffic accident prevention. Such school shall be approved by the court.

(2) Whenever a minor under eighteen years of age has been convicted of violating any provision of this Code or other law regulating the operation of vehicles on streets or highways, the court may require the minor to attend and satisfactorily complete a course of instruction at any designated driver improvement school providing instruction in the traffic laws of this state, instruction in recognition of hazardous traffic situations, and instruction in traffic accident prevention. The court may impose the driver improvement school requirement in addition to the penalty provided for the violation or as a condition of either the probation or the suspension of all or any portion of any fine or sentence of imprisonment for the violation. The minor, or the minor's parent or parents who appear in court with the minor in accordance with section 1716 (4), of this Code, shall pay the cost of attending the designated driver improvement school. The court shall make available information on scholarships and other financial assistance available to help minors or their parents offset the costs of driver improvement school. Such school shall be approved by the court.

1718. Electronic transmission of data—standards.

A municipal court, county court, district court, or any court with jurisdiction over violations of traffic rules and laws shall not dismiss any charges or refuse to enforce any traffic law or rule solely because a penalty assessment notice or summons and complaint issued pursuant to the standards established in this section is in electronic form or contains an electronic signature.

1719. Violations--commercial driver's license--compliance with federal regulation.

As to a holder of a commercial driver's license as defined in section 42-2-402 or the operator of a commercial motor vehicle as defined in section 42-2-402, a court shall not defer imposition of judgment or allow a person to enter into a diversion program that would prevent a driver's conviction for any violation, in any type of motor vehicle, of a traffic control law from appearing on the driver's record.

PART 18
VEHICLES ABANDONED ON PUBLIC PROPERTY

1801. Legislative declaration.

This jurisdiction hereby declares that the purpose of this part 18 is to provide procedures for the removal, storage, and disposal of motor vehicles that are abandoned on public property.

1802. Definitions. As used in this part 18, unless the context otherwise requires:

(1) "Abandoned motor vehicle" means:

(a) Any motor vehicle left unattended on public property, including any portion of a highway right-of-way, outside the limits of any incorporated town or city for a period of forty-eight hours or longer;

(b) Any motor vehicle left unattended on public property, including any portion of a highway right-of-way, within the limits of any incorporated town or city for a period longer than any limit prescribed by any local ordinance concerning the abandonment of motor vehicles or, if there is no such ordinance, for a period of forty-eight hours or longer;

(c) Any motor vehicle stored in an impound lot at the request of a law enforcement agency and not removed from the impound lot within seventy-two hours after the time the law enforcement agency notifies the owner or agent that the vehicle is available for release upon payment of any applicable charges or fees;

(d) A motor vehicle fitted with an immobilization device that is on public property and deemed to be abandoned pursuant to section 1105 (7) (c); or

(e) Any motor vehicle left unattended at a regional transportation district parking facility, as defined in section 32-9-119.9 (6), C.R.S., that is deemed to be abandoned pursuant to section 32-9-119.9 (4) (b), C.R.S.

(2) "Agency employee" means any employee of the department of transportation or other municipal, county, or city and county agency responsible for highway safety and maintenance.

(3) (Deleted by amendment, L. 2009, (HB09- 1279), ch. 170, p. 763, § 1, effective August 5, 2009.)

(4) "Appraisal" means a bona fide estimate of reasonable market value made by any motor vehicle dealer licensed in this state or by any employee of the Colorado state patrol or of any sheriff's or police department whose appointment for such purpose has been reported by the head of the appointing agency to the executive director of the department.

(5) "Disabled motor vehicle" means any motor vehicle that is stopped or parked, either attended or unattended, upon a public right-of-way and that is, due to any mechanical failure or any inoperability because of a collision, a fire, or any other such injury, temporarily inoperable under its own power.

(6) "Impound lot" means a parcel of real property that is owned or leased by a government or operator at which motor vehicles are stored under appropriate protection.

(7) "Operator" means a person or a firm licensed by the public utilities commission as a towing carrier.

(8) “Public property” means any real property having its title, ownership, use, or possession held by the federal government; this state; or any county, municipality, as defined in section 31-1-101 (6), C.R.S., or other governmental entity of this state.

(9) “Responsible law enforcement agency” means the law enforcement agency authorizing the original tow of an abandoned motor vehicle, whether or not the vehicle is towed to another law enforcement agency’s jurisdiction.

1803. Abandonment of motor vehicles - public property.

(1) (a) No person shall abandon any motor vehicle upon public property. Any sheriff, undersheriff, deputy sheriff, police officer, marshal, Colorado state patrol officer, or agent of the Colorado bureau of investigation who finds a motor vehicle that such officer has reasonable grounds to believe has been abandoned shall require such motor vehicle to be removed or cause the same to be removed and placed in storage in any impound lot designated or maintained by the law enforcement agency employing such officer.

(b) If an operator is used by the responsible law enforcement agency to tow or impound the motor vehicle pursuant to paragraph (a) of this subsection (1), the operator shall be provided with written authorization to possess the motor vehicle on a document that includes, without limitation, the year, make, model, vehicle identification number, and storage location.

(2) Whenever any sheriff, undersheriff, deputy sheriff, police officer, marshal, Colorado state patrol officer, agent of the Colorado bureau of investigation, or agency employee finds a motor vehicle, vehicle, cargo, or debris, attended or unattended, standing upon any portion of a highway right-of-way in such a manner as to constitute an obstruction to traffic or proper highway maintenance, such officer or agency employee is authorized to cause the motor vehicle, vehicle, cargo, or debris to be moved to eliminate any such obstruction; and neither the officer, the agency employee, nor anyone acting under the direction of such officer or employee shall be liable for any damage to such motor vehicle, vehicle, cargo, or debris occasioned by such removal. The removal process is intended to clear the obstruction, but such activity should create as little damage as possible to the vehicle, or cargo, or both. No agency employee shall cause any motor vehicle to be moved unless such employee has obtained approval from a local law enforcement agency of a municipality, county, or city and county, the Colorado bureau of investigation, or the Colorado state patrol.

(3) The operator shall be responsible for removing the motor vehicle and the motor vehicle debris from the site pursuant to this section, but shall not be required to remove or clean up any hazardous or commercial cargo the motor vehicle carried. The commercial carrier shall be responsible for removal or clean-up of the hazardous or commercial cargo.

1804. Report of abandoned motor vehicles - owner’s opportunity to request hearing.

(1)(a) Upon having an abandoned motor vehicle towed, the responsible law enforcement agency shall ascertain, if possible, whether or not the motor vehicle has been reported stolen,

and, if so reported, such agency shall recover and secure the motor vehicle and notify its rightful owner and terminate the abandonment proceedings under this part 18. The responsible law enforcement agency and the towing carrier shall have the right to recover from the owner their reasonable costs and fees for recovering and securing the motor vehicle. Nothing in this section shall be construed to authorize fees for services that were not provided or that were provided by another person or entity.

(b) As soon as possible, but in no event later than ten working days after having an abandoned motor vehicle towed, the responsible law enforcement agency shall report the same to the department by first-class or certified mail, by personal delivery, or by internet communication. The report shall be on a form prescribed and supplied by the department.

(c) The report shall contain the following information:

(I) The fact of possession, including the date possession was taken, the location of storage of the abandoned motor vehicle and the location from which it was towed, the identity of the responsible law enforcement agency, and the business address, telephone number, and name and signature of a representative from the responsible law enforcement agency;

(II) If applicable, the identity of the operator possessing the abandoned motor vehicle, together with the operator's business address and telephone number and the carrier number assigned by the public utilities commission; and

(III) A description of the abandoned motor vehicle, including the make, model, color, and year, the number, issuing state, and expiration date of the license plate, and the vehicle identification number.

(2) Upon its receipt of a report made under subsection (1) or (6) of this section, the department shall search its records to ascertain the last-known owner of record for the abandoned motor vehicle and any lienholder as those persons are represented in department records. In the event the vehicle is determined by the department not to be registered in the state of Colorado, the report required by this section shall state that no Colorado title record exists regarding the vehicle. Within ten working days after such receipt, the department shall complete its search and shall transmit such report, together with all relevant information, to the responsible law enforcement agency.

(3) The responsible law enforcement agency, upon its receipt of the report required under subsection (2) of this section, shall determine, from all available information and after reasonable inquiry, whether the abandoned motor vehicle has been reported stolen, and, if so reported, such agency shall recover and secure the motor vehicle and notify its rightful owner and terminate the abandonment proceedings under this part 18. The responsible law enforcement agency and the operator shall have the right to recover from the owner their reasonable costs to recover and secure the motor vehicle.

(4) (a) If the responsible law enforcement agency, does not use an operator to store the motor vehicle, the responsible law enforcement agency, within ten working days after the receipt of the report from the department within ten working days after the receipt of the report from the department required in subsection (2) of this section, shall notify by certified mail the owner of

record, if ascertained, and any lienholder, if ascertained, of the fact of such report and the claim of any lien under section 1806 and shall send a copy of such notice to the operator. The notice shall contain information that the identified motor vehicle has been reported abandoned to the department, the location of the motor vehicle and the location from which it was towed, and that, unless claimed within thirty calendar days after the date the notice was sent as determined from the postmark on the notice, the motor vehicle is subject to sale.

(b) If the responsible law enforcement agency uses an operator to store the motor vehicle, the responsible law enforcement agency within ten working days after the receipt of the report from the department required in subsection (2) of this section, shall notify by first class mail the owner of record, if ascertained, and any lienholder, if ascertained, of the fact of the report and the claim of any lien under section 1806. The notice shall contain information that the identified motor vehicle has been reported abandoned to the department, the location of the motor vehicle and the location from where it was towed, and that from the postmark on the notice, the motor vehicle is subject to sale.

(c) The responsible law enforcement agency shall include in the notices sent pursuant to either paragraph (a) or (b) of this subsection (4), a statement informing the owner of record of the opportunity to request a hearing concerning the legality of the towing of the abandoned motor vehicle, and the responsible law enforcement agency to contact for that purpose.

(d) If an owner or lienholder requests a hearing, the owner or lienholder shall make the request in writing to the responsible law enforcement agency within ten days after the notice was sent, as determined by the postmark. Such hearing, if requested, shall be conducted pursuant to the provisions of section 24-4-105, C.R.S., if the responsible law enforcement agency is the Colorado state patrol. If a local political subdivision is the responsible law enforcement agency, such hearing shall be conducted pursuant to local hearing procedures. If it is determined at the hearing that the motor vehicle was illegally towed upon request from a law enforcement agency, all towing charges and storage fees assessed against the vehicle shall be paid by such law enforcement agency.

(5) The department shall maintain department-approved notice forms satisfying the requirements of subsection (4) of this section and shall make them available for use by local law enforcement agencies.

(6) (a) (I) Except as provided in subparagraph (II) of this paragraph (a), an operator or its agent shall, no less than two days, but no more than ten days after a motor vehicle has been towed, determine who the owner is and if there is a lienholder and send a notice by certified mail, return receipt requested, to the last address of the owner, and any lienholder, as determined from the records of the department or from a national search performed by the department

(II) If the department conducts a national title search in accordance with paragraph (b) of subsection (2) of this section, each day elapsing between the department being notified and the department returning information on the motor vehicle as a result of the search does not count against the tow operator’s ten-day deadline to contact the motor vehicle’s owner or any lienholder. This subparagraph (II) does not affect daily storage fees.

(III) The cost of complying with this paragraph (a) is a cost of towing; except that the total of all costs of complying with this section shall not exceed one hundred fifty dollars. To comply with this subsection (6), the notice to the owner and lienholder must be sent within five days after the operator receives the information from the department and must contain the following information:

(A) The fact of possession, including the date possession was taken, the location of storage of the motor vehicle, and the location from which it was towed;

(B) The identity of the operator possessing the abandoned motor vehicle, together with the operator's business address and telephone number and the carrier number assigned by the public utilities commission; and

(C) A description of the motor vehicle, including the make, model, color, and year and the number, issuing state, and expiration date of the license plate, or any other indicia of the motor vehicle's state of origin.

(b) The operator shall not be entitled to recover any daily storage fees from the day the vehicle is towed until the day the owner and lienholder are notified, unless the operator reasonably attempts to notify the owner and lienholder by the date specified in paragraph (a) of this subsection (6). Sending a notice by certified mail, return receipt requested, to the owner and the lienholder as represented in department records shall be deemed a reasonable attempt to notify the owner and the lienholder. Failure to notify the owner and the lienholder due to the receipt of erroneous information from the department or a failure of the law enforcement agency to comply with this section shall not cause the loss of such storage fees accrued from the date the vehicle is towed until the owner and the lienholder receive such notice.

1805. Appraisal of abandoned motor vehicles - sale.

(1) (a) Abandoned motor vehicles or motor vehicles abandoned in an impound lot subsequent to a tow from public property shall be appraised by a law enforcement officer or an independent motor vehicle dealer and sold by the responsible law enforcement agency at a public or private sale held not less than thirty days nor more than sixty days after the date the notice required by section 42-4-1804(4), C.R.S., was mailed.

(b) Subject to section 1804, the operator may continue to charge for daily storage fees until the responsible law enforcement agency complies with this section.

(2) If the appraised value of an abandoned motor vehicle sold pursuant to this section is three hundred fifty dollars or less, the sale shall be made only for the purpose of junking, scrapping, or dismantling such motor vehicle, and the purchaser thereof shall not, under any circumstances, be entitled to a Colorado certificate of title. The responsible law enforcement agency making the sale shall cause to be executed and delivered a bill of sale, together with a copy of the report described in section 1804 (2), to the person purchasing such motor vehicle. The bill of sale shall state that the purchaser acquires no right to a certificate of title for such vehicle. The responsible law enforcement agency making the sale shall promptly submit a report of sale, with a copy of the bill of sale, to the department and shall deliver a copy of such report of

sale to the purchaser of the motor vehicle. Upon receipt of any report of sale with supporting documents on any sale made pursuant to this subsection (2), the department shall purge the records for such vehicle as provided in section 42-4-1810(1)(b), C.R.S., and shall not issue a new certificate of title for such vehicle. Any certificate of title issued in violation of this subsection (2) shall be void.

(3) If the appraised value of an abandoned motor vehicle sold pursuant to this section is more than three hundred fifty dollars, the sale may be made for any intended use by the purchaser. The responsible law enforcement agency making the sale shall cause to be executed and delivered a bill of sale, together with a copy of the report described in section 1804 (2), and an application for a Colorado certificate of title signed by a legally authorized representative of the responsible law enforcement agency conducting the sale, to the person purchasing such motor vehicle. The purchaser of the abandoned motor vehicle shall be entitled to a Colorado certificate of title upon application and proof of compliance with the applicable provisions of the "Certificate of Title Act", part 1 of Code 6 of this title, within fourteen days after the sale; except that, if such vehicle is less than five years old, including the current year model, and if the department does not provide the name of an owner of record to the law enforcement agency, the purchaser shall apply for a bonded title and the department shall issue such bonded title upon the applicant meeting the qualifications for such title pursuant to rules promulgated by the department.

(4) (a) Transferring the title of a motor vehicle to an operator to satisfy a debt created pursuant to this part 18 shall not be deemed to be the sale of a motor vehicle.

(b) Nothing in this section requires an operator to be licensed pursuant to Part 1 of article 6 of title 12, C.R.S., for purposes of conducting activities under this part 18.

1806. Liens upon towed motor vehicles.

(1) Whenever an operator who is registered with the department in accordance with subsection (2) of this section recovers, removes, or stores a motor vehicle upon instructions from any duly authorized law enforcement agency or peace officer who has determined that such motor vehicle is an abandoned motor vehicle, such operator shall have a possessory lien, subject to the provisions of section 1804 (6), upon such motor vehicle and its attached accessories or equipment for all fees for recovering, towing, and storage as authorized in section 1809 (2) (a). Such lien shall be a first and prior lien on the motor vehicle, and such lien shall be satisfied before all other charges against such motor vehicle.

(2) (a) No operator shall have a possessory lien upon a motor vehicle described in subsection (1) of this section unless said operator is registered with the department. Such registration shall include the following information:

(I) The location of the operator's tow business;

(II) The hours of operation of the operator's tow business;

(III) The location of the impound lot where vehicles may be claimed by the owner of record; and

(IV) Any information relating to a violation of any provision contained in this part 18 or of any other state law or rule relating to the operation, theft, or transfer of motor vehicles.

(b) The executive director of the department may cancel the registration of any operator if an administrative law judge finds, after affording the operator due notice and an opportunity to be heard, that the operator has violated any of the provisions set forth in this part 18.

1807. Perfection of lien.

The lien provided for in section 1806 shall be perfected by taking physical possession of the motor vehicle and its attached accessories or equipment and by sending to the department within ten working days after the time possession was taken a notice containing the information required in the report to be made under the provisions of section 1804. In addition, such report shall contain a declaration by the operator that a possessory lien is claimed for all past, present, and future charges, up to the date of redemption, and that the lien is enforceable and may be foreclosed pursuant to the provisions of this part 18.

1808. Foreclosure of lien.

Any motor vehicle and its attached accessories and equipment or personal property within or attached to such vehicle that are not redeemed by the last known owner of record or lienholder after such owner or lienholder has been sent notice of such lien by the operator or responsible law enforcement agency shall be sold in accordance with the provisions of section 1805.

1809. Proceeds of sale.

(1) If the sale of any motor vehicle, personal property, and its attached accessories or equipment under the provisions of section 42-4-1805, C.R.S., produces an amount less than or equal to the sum of all charges of the operator who has perfected his or her lien, then the operator shall have a valid claim against the owner for the full amount of such charges, less the amount received upon the sale of such motor vehicle. Failure to register such vehicle in accordance with this title shall constitute a waiver of such owner's right to be notified pursuant to this part 18 for the purposes of foreclosure of the lien pursuant to section 1808. Such charges shall be assessed in the manner provided for in paragraph (a) of subsection (2) of this section.

(2) If the sale of any motor vehicle and its attached accessories or equipment under the provisions of section 1805 produces an amount greater than the sum of all charges of the operator who has perfected his or her lien:

(a) The entity receiving the proceeds shall first satisfy the operator's reasonable fee arising from the sale of the motor vehicle and the cost and fees of towing and storing the abandoned motor vehicle, subject to a maximum charge specified in rules promulgated by the public utilities commission that govern nonconsensual tows by towing carriers.

(b) Any balance remaining after payment pursuant to paragraph (a) of this subsection (2) shall be paid to the responsible law enforcement agency to satisfy the cost of mailing notices,

having an appraisal made, advertising and selling the motor vehicle, and any other costs of the responsible law enforcement agency including administrative costs, taxes, fines, and penalties due.

(b.5) In the case of the sale of an abandoned motor vehicle described in section 42-4-1802(1)(d), C.R.S., any balance remaining after payment pursuant to paragraph (b) of this subsection (2) shall be paid to the law enforcement agency that is owed a fee for the court-ordered placement of an immobilization device on the motor vehicle pursuant to section 1105.

(c) Any balance remaining after payment pursuant to paragraphs (b) and (b.5) of this subsection (2) shall be forwarded to the department, and the department may recover from such balance any taxes, fees, and penalties due and payable to it with respect to such motor vehicle.

(d) Any balance remaining after payment pursuant to paragraph (c) of this subsection (2) shall be paid by the department: First, to any lienholder of record as the lienholder's interest may appear upon the records of the department; second, to any owner of record as the owner's interest may so appear; and then to any person submitting proof of such person's interest in such motor vehicle upon the application of such lienholder, owner, or person. If such payments are not requested and made within one hundred twenty days after the sale of the abandoned motor vehicle, the balance shall be transmitted to the state treasurer, who shall credit the same to the highway users tax fund for allocation and expenditure as specified in section 43-4-205 (5.5)(e), C.R.S.

(3) The provisions of paragraphs (a) and (b) of subsection (2) of this section shall not apply to a responsible law enforcement agency operating under a towing contract.

1810. Transfer and purge of certificates of title.

(1) Whenever any motor vehicle is abandoned and removed and sold in accordance with the procedures set forth in this part 18, the department shall transfer the certificate of title or issue a new certificate of title or shall purge such certificate of title in either of the following cases:

(a) Upon a person's submission to the department of the necessary documents indicating the abandonment, removal, and subsequent sale or transfer of a motor vehicle, the department shall transfer the certificate of title or issue a new certificate of title for such abandoned motor vehicle.

(b) Upon a person's submission of documents indicating the abandonment, removal, and subsequent wrecking or dismantling of a motor vehicle, including all sales of abandoned motor vehicles with an appraised value under three hundred fifty dollars that are conducted pursuant to section 1805 (2), the department shall keep the records for one year and then purge the records for such abandoned motor vehicle; except that the department shall not be required to wait before purging the records if the purchaser is a licensed motor vehicle dealer.

1811. Penalty.

Unless otherwise specified in this part 18, any person who knowingly violates any of the provisions of this part 18 commits a class 2 misdemeanor and shall be punished as provided in section 18-1.3-501, C.R.S.

1812. Exemptions.

(1) Nothing in this part 18 shall be construed to include or apply to the driver of any disabled motor vehicle who temporarily leaves such vehicle on the paved or improved and main-traveled portion of a highway, subject, when applicable, to the emergency lighting requirements set forth in section 230.

(2) Nothing in this part 18 shall be construed to include or apply to authorized emergency motor vehicles while such vehicles are actually and directly engaged in, coming from, or going to an emergency.

1813. Local regulations.

(1) The state or any county, municipality as defined in section 31-1-101 (6), C.R.S., or other governmental entity of the state may execute a contract or contracts for the removal, storage, or disposal of abandoned motor vehicles within the area of its authority to effectuate the provisions of this part 18.

(2) The provisions of this part 18 may be superseded by ordinance or resolution of a municipality, as defined in section 31-1-101, C.R.S., or any county that sets forth procedures for the removal, storage, and disposal of abandoned or illegally parked motor vehicles on public property; except that such ordinance or resolution shall not deprive an operator of a lien attached and perfected under this part 18.

1814. Violation of motor vehicle registration or inspection laws - separate statutory provision.

Owners of motor vehicles impounded by the Colorado state patrol for violation of motor vehicle registration or inspection laws shall receive notice and the opportunity for a hearing pursuant to the provisions of section 42-13-106, C.R.S. If such a motor vehicle is found to be abandoned in accordance with the provisions of said section 42-13-106, C.R.S., the notice and hearing provisions to owners of motor vehicles under other sections of this part 18 shall be deemed to have been met for purposes of proper disposition of the motor vehicle under the terms of this part 18. Nevertheless, the notice and hearing provisions of the other sections of this part 18 as to lienholders are applicable and shall not be deemed to have been met by the provisions of section 42-13-106, C.R.S., or this section.

PART 19
SCHOOL BUS REQUIREMENTS

1901. School buses - equipped with supplementary brake retarders.

(1) (a) On and after July 1, 1991, except as provided in paragraph (a) of subsection (2) of this section, passengers of any school bus being used on mountainous terrain by any school district of the state shall not occupy the front row of seats and any seats located next to the emergency doors of such school bus during the period of such use.

(b) For purposes of this section, mountainous terrain shall include, but shall not be limited to, any road or street which the department of transportation has designated as being located on mountainous terrain.

(2) (a) The provisions of paragraph (a) of subsection (1) of this section shall not apply to:

(I) Passengers of any school bus which is equipped with retarders of appropriate capacity for purposes of supplementing any service brake systems of such school bus; or

(II) Any passenger who is adequately restrained in a fixed position pursuant to federal and state standards.

(b) The general assembly encourages school districts to consider installing only electromagnetic retarders or state-of-the-art retarders for purposes of supplementing service brake systems of school buses when such retarders are acquired on or after April 17, 1991. The general assembly also encourages school districts to consider purchasing only those new school buses which are equipped with external public address systems and retarders of appropriate capacity for purposes of supplementing any service brake systems of such school buses.

(3) For purposes of this section and section 1902:

(a) “Mountainous terrain” means that condition where longitudinal and transverse changes in the elevation of the ground with respect to a road or street are abrupt and where benching and sidehill excavation are frequently required to obtain acceptable horizontal and vertical alignment.

(b) Repealed

1902. School vehicle drivers - special training required.

On and after July 1, 1992, the driver of any school vehicle as defined in section 42-1-102(88.5), C.R.S., owned or operated by or for any school district in this state shall have successfully completed training, approved by the department of education, concerning driving on mountainous terrain, as defined in section 1901 (3) (a), and driving in adverse weather conditions.

1903. School buses - stops - signs - passing.

(1) (a) The driver of a motor vehicle upon any highway, road, or street, upon meeting or overtaking from either direction any school bus that has stopped, shall stop the vehicle at least twenty feet before reaching the school bus if visual signal lights as specified in subsection (2) of this section have been actuated on the school bus. The driver shall not proceed until the visual

signal lights are no longer being actuated. The driver of a motor vehicle shall stop when a school bus that is not required to be equipped with visual signal lights by subsection (2) of this section stops to receive or discharge schoolchildren.

(b) (I) A driver of any school bus who observes a violation of paragraph (a) of this subsection (1) shall notify the driver's school district transportation dispatcher. The school bus driver shall provide the school district transportation dispatcher with the color, basic description, and license plate number of the vehicle involved in the violation, information pertaining to the identity of the alleged violator, and the time and the approximate location at which the violation occurred. Any school district transportation dispatcher who has received information by a school bus driver concerning a violation of paragraph (a) of this subsection (1) shall provide such information to the appropriate law enforcement agency or agencies.

(II) A law enforcement agency may issue a citation on the basis of the information supplied to it pursuant to subparagraph (I) of this paragraph (b) to the driver of the vehicle involved in the violation.

(2) (a) Every school bus as defined in section 42-1-102 (88), C.R.S., other than a small passenger-type vehicle having a seating capacity of not more than fifteen, used for the transportation of schoolchildren shall:

(I) Bear upon the front and rear of such school bus plainly visible and legible signs containing the words "SCHOOL BUS" in letters not less than eight inches in height; and

(II) Display eight visual signal lights meeting the requirements of 49 CFR 571.108 or its successor regulation.

(b) (I) The red visual signal lights shall be actuated by the driver of the school bus whenever the school bus is stopped for the purpose of receiving or discharging schoolchildren, is stopped because it is behind another school bus that is receiving or discharging passengers, or, except as provided in subsection (4) of this section, is stopped because it has met a school bus traveling in a different direction that is receiving or discharging passengers and at no other time; but such lights need not be actuated when a school bus is stopped at locations where the local traffic regulatory authority has by prior written designation declared such actuation unnecessary.

(II) A school bus shall be exempt from the provisions of subparagraph (I) of this paragraph (b) when stopped for the purpose of discharging or loading passengers who require the assistance of a lift device only when no passenger is required to cross the roadway. Such buses shall stop as far to the right off the roadway as possible to reduce obstruction to traffic.

(c) The alternating flashing yellow lights shall be actuated at least two hundred feet prior to the point where the bus is to be stopped for the purpose of receiving or discharging schoolchildren, and the red lights shall be actuated only at the time the bus is actually stopped.

(3) Every school bus used for the transportation of schoolchildren, except those small passenger- type vehicles described in subsection (1) of this section, shall be equipped with school bus pedestrian safety devices that comply with 49 CFR 571.131 or its successor regulation.

(4) The driver of a vehicle upon a highway with separate roadways need not stop upon meeting or passing a school bus which is on a different roadway. For the purposes of this section, "highway with separate roadways" means a highway that is divided into two or more roadways by a depressed, raised, or painted median or other intervening space serving as a clearly indicated dividing section or island.

(5) Every school bus shall stop as far to the right of the roadway as possible before discharging or loading passengers; except that the school bus may block the lane of traffic when a passenger being received or discharged is required to cross the roadway. When possible, a school bus shall not stop where the visibility is obscured for a distance of two hundred feet either way from the bus. The driver of a school bus that has stopped shall allow time for any vehicles that have stopped behind the school bus to pass the school bus, if such passing is legally permissible where the school bus is stopped, after the visual signal lights, if any, are no longer being displayed or actuated and after all children who have embarked or disembarked from the bus are safe from traffic.

(6) (a) Except as provided in paragraph (b) of this subsection (6), any person who violates any provision of paragraph (a) of subsection (1) of this section commits a class 2 misdemeanor traffic offense.

(b) Any person who violates the provisions of paragraph (a) of subsection (1) of this section commits a class 1 misdemeanor traffic offense if such person has been convicted within the previous five years of a violation of paragraph (a) of subsection (1) of this section.

(7) The provisions of this section shall not apply in the case of public transportation programs for pupil transportation under section 22-51-104 (1) (c), C.R.S.

1904. Regulations for school buses - regulations on discharge of passengers - penalty - exception.

(1) The state board of education, by and with the advice of the executive director of the department, shall adopt and enforce regulations not inconsistent with this Code to govern the operation of all school buses used for the transportation of schoolchildren and to govern the discharge of passengers from such school buses. Such regulations shall prohibit the driver of any school bus used for the transportation of schoolchildren from discharging any passenger from the school bus which will result in the passenger's immediately crossing a major thoroughfare, except for two-lane highways when such crossing can be done in a safe manner, as determined by the local school board in consultation with the local traffic regulatory authority, and shall prohibit the discharging or loading of passengers from the school bus onto the side of any major thoroughfare whenever access to the destination of the passenger is possible by the use of a road or street which is adjacent to the major thoroughfare. For the purposes of this section, a "major thoroughfare" means a freeway, any U.S. highway outside any incorporated limit, interstate highway, or highway with four or more lanes, or a highway or road with a median separating multiple lanes of traffic. Every person operating a school bus or responsible for or in control of the operation of school buses shall be subject to said regulations.

(2) Any person operating a school bus under contract with a school district who fails to comply with any of said regulations is guilty of breach of contract, and such contract shall be cancelled after notice and hearing by the responsible officers of such district.

(3) Any person who violates any provision of this section is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than five dollars nor more than one hundred dollars, or by imprisonment in the county jail for not more than one year, or by both such fine and imprisonment.

(4) The provisions of this section shall not apply in the case of public transportation programs for pupil transportation under section 22-51-104 (1) (c), C.R.S.

APPENDICES

DEFINITIONS

As used in this Code, unless the context otherwise requires:

(1) **"Acceleration lane"** means a speed-change lane, including tapered areas, for the purpose of enabling a vehicle entering a roadway to increase its speed to a rate at which it can more safely merge with through traffic.

(2) "**Administrator"** means the property tax administrator.

(3) **"Alley"** means a street or highway intended to provide access to the rear or side of lots or buildings in urban areas and not intended for the purpose of through vehicular traffic.

(4) **"Apportioned registration"** means registration of a vehicle pursuant to a reciprocal agreement under which the fees paid for registration of such vehicle are ultimately divided among the several jurisdictions in which the vehicle travels, based upon the number of miles traveled by the vehicle in each jurisdiction or upon some other agreed criterion.

(4.5) **"Appurtenance"** means a piece of equipment that is affixed or attached to a motor vehicle or trailer and is used for a specific purpose or task, including awnings, support hardware, and extractable equipment. "Appurtenance" does not include any item or equipment that is temporarily affixed or attached to the exterior of a motor vehicle for the purpose of transporting such vehicle.

(5) **"Authorized agent"** means the county clerk and recorder in each county in the state of Colorado, the clerk and recorder in the city and county of Broomfield, and the manager of revenue or such other official of the city and county of Denver as may be appointed by the mayor to perform the functions related to the registration of, titling of, or filing of liens on motor vehicles, wheeled trailers, semitrailers, trailer coaches, special mobile machinery, off-highway vehicles, and manufactured homes.

(6) **"Authorized emergency vehicle"** means such vehicles of the fire department, police vehicles, ambulances, and other special-purpose vehicles as are publicly owned and operated by or for a governmental agency to protect and preserve life and property in accordance with state laws regulating emergency vehicles; said term also means the following if equipped and operated as emergency vehicles in the manner prescribed by state law:

(a) Privately owned vehicles as are designated by the state motor vehicle licensing agency necessary to the preservation of life and property; or

(b) Privately owned tow trucks approved by the public utilities commission to respond to vehicle emergencies

(7) **"Authorized service vehicle"** means such highway or traffic maintenance vehicles as are publicly owned and operated on a highway by or for a governmental agency the function of which requires the use of service vehicle warning lights as prescribed by state law and such other vehicles having a public service function, including, but not limited to, public utility vehicles and tow trucks, as determined by the department of transportation under section 42-4-214(5), C.R.S.

Some vehicles may be designated as both an authorized emergency vehicle and an authorized service vehicle.

(7.5) **"Autocycle"** means a three-wheeled motorcycle that does not use handlebars or any other device that is directly connected to a single front wheel to steer and in which the driver and each passenger ride in a fully or partly enclosed seating area that is equipped with safety belts for all occupants that constitute a safety belt system, as defined in section 42-4-237(1)(b), C.R.S. For purposes of this subsection (7.5), "partly enclosed seating area" means a seating area that is entirely or partly surrounded on the sides by the frame or body of a vehicle but is not fully enclosed.

(7.7) **"Automated driving system"** means hardware and software that are collectively capable, without any intervention or supervision by a human operator, of performing all aspects of the dynamic driving task for a vehicle on a part-time or full-time basis, described as levels 4 and 5 automation in SAE International's standard J3016, as it existed in September 2016.

(8) **"Automobile"** means any motor vehicle.

(8.5) **"BAC"** means either:

(a) A person's blood alcohol content, expressed in grams of alcohol per one hundred milliliters of blood as shown by analysis of the person's blood; or

(b) A person's breath alcohol content, expressed in grams of alcohol per two hundred ten liters of breath as shown by analysis of the person's breath.

(9) **"Base jurisdiction"** means the state, province, or other jurisdiction which receives, apportions, and remits to other jurisdictions moneys paid for registration of a vehicle pursuant to a reciprocal agreement governing registration of vehicles.

(10) **"Bicycle"** means a vehicle propelled by human power applied to pedals upon which a person may ride having two tandem wheels or two parallel wheels and one forward wheel, all of which are more than fourteen inches in diameter.

(10.5) **"Bulk electronic transfer"** means the mass electronic transfer of files, updated files, or portions thereof, in the same form as those files exist within the department.

(11) **"Business district"** means the territory contiguous to and including a highway when within any six hundred feet along such highway there are buildings in use for business or industrial purposes, including but not limited to motels, banks, office buildings, railroad stations, and

public buildings which occupy at least three hundred feet of frontage on one side or three hundred feet collectively on both sides of the highway.

(12) **"Calendar year"** means the twelve calendar months beginning January 1 and ending December 31 of any year.

(13) **"Camper coach"** means an item of mounted equipment, weighing more than five hundred pounds, which when temporarily or permanently mounted on a motor vehicle adapts such vehicle for use as temporary living or sleeping accommodations.

(14) **"Camper trailer"** means a wheeled vehicle having an overall length of less than twenty-six feet, without motive power, which is designed to be drawn by a motor vehicle over the public highways and which is generally and commonly used for temporary living or sleeping accommodations.

(15) **"Chauffeur"** means every person who is employed for the principal purpose of operating a motor vehicle and every person who drives a motor vehicle while in use as a public or common carrier of persons or property.

(16) **"Classified personal property"** means any personal property which has been classified for the purpose of imposing thereon a graduated annual specific ownership tax.

(16.5) **"Colorado DRIVES"** is an acronym that stands for "Colorado driver's license, record, identification, and vehicle enterprise solution" and means the driver and vehicle services information technology system that the department uses to provide driver, identification, and vehicle title registration services to Colorado residents.

(17) **"Commercial carrier"** means any owner of a motor vehicle, truck, laden or unladen truck tractor, trailer, or semitrailer used in the business of transporting persons or property over the public highways for profit, hire, or otherwise in any business or commercial enterprise.

(17.5) **"Commercial vehicle"** means a vehicle used to transport cargo or passengers for profit, hire, or otherwise to further the purposes of a business or commercial enterprise. This subsection (17.5) shall not apply for purposes of sections 42-4-235 and 42-4-707(1), C.R.S.

(18) **"Controlled-access highway"** means every highway, street, or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street, or roadway.

(19) **"Convicted"** or **"conviction"** means:
(a) A plea of guilty or nolo contendere;
(b) A verdict of guilty;
(c) An adjudication of delinquency under title 19, C.R.S.;
(d) The payment of a penalty assessment under section 42-4-1701, C.R.S., or this Code, if the summons states clearly the points to be assessed for the offense; and
(e) As to a holder of a commercial driver's license as defined in section 42-2-402, C.R.S., or the operator of a commercial motor vehicle as defined in section 42-2-402, C.R.S.:
(I) An unvacated adjudication of guilt or a determination by an authorized administrative hearing that a person has violated or failed to comply with the law;
(II) An unvacated forfeiture of bail or collateral deposited to secure the person's appearance in court;
(III) The payment of a fine or court cost or violation of a condition of release without bail, regardless of whether or not the penalty is rebated, suspended, or probated; or
(IV) A deferred sentence.

(20) **"Court"** means any municipal court, county court, district court, or any court having jurisdiction over offenses against traffic regulations and laws.

(21) **"Crosswalk"** means that portion of a roadway ordinarily included within the prolongation or connection of the lateral lines of sidewalks at intersections or any portion of a roadway distinctly indicated for pedestrian crossing by lines or other marking on the surface.

(22) **"Dealer"** means every person engaged in the business of buying, selling, or exchanging vehicles of a type required to be registered under articles 1 to 4 of title 42, C.R.S., and who has an established place of business for such purpose in this state.

(23) **"Deceleration lane"** means a speed-change lane, including tapered areas, for the purpose of enabling a vehicle that is to make an exit to turn from a roadway to slow to the safe speed on the ramp ahead after it has left the mainstream of faster-moving traffic.

(23.5) **"Declared gross vehicle weight"** means the combined weight of the vehicle or combination vehicle and its cargo when operated on the public highways of this state. Such weight shall be declared by the vehicle owner at the time the vehicle is registered. Accurate records shall be kept of all miles operated by each vehicle over the public highways of this state by the owner of each vehicle.

(24) **"Department"** means the Department of Revenue of this state acting directly or through its duly authorized officers and agents.

(24.5) **"Distinctive special license plate"** means a special license plate that is issued to a person because such person has an immutable characteristic or special achievement honor. Such special achievement honor shall not include a common achievement such as graduating from an institution of higher education. Such special achievement shall include honorable service in the armed forces of the United States. "Distinctive special license plate" shall include a license plate that is issued to a person or the person's family to honor such person's service in the armed forces.

(25) **"Divided highway"** means a highway with separated roadways usually for traffic moving in opposite directions, such separation being indicated by depressed dividing strips, raised curbings, traffic islands, or other physical barriers so constructed as to impede vehicular traffic or otherwise indicated by standard pavement markings or other official traffic control devices as prescribed in the state traffic control manual.

(26) **"Drive-away transporter"** or **"tow-away transporter"** means every person engaged in the transporting of vehicles which are sold or to be sold and not owned by such transporter, by the drive-away or tow-away methods, where such vehicles are driven, towed, or transported singly, or by saddlemount, towbar, or fullmount methods, or by any lawful combination thereof.

(27) **"Driver"** means every person, including a minor driver under the age of twenty-one years, who drives or is in actual physical control of a vehicle.

(27.3) **"DUI"** means driving under the influence, as defined in section 42-4-1301(1)(f), C.R.S., and use of the term shall incorporate by reference the offense described in section 42-4-1301(1)(a), C.R.S.

(27.5) **"DUI per se"** means driving with a BAC of 0.08 or more, and use of the term shall incorporate by reference the offense described in section 42-4-1301(2)(a), C.R.S.

(27.7) **"DWAI"** means driving while ability impaired, as defined in section 42-4-1301(1)(g) C.R.S., and use of the term shall incorporate by reference the offense described in section 42-4-1301(1)(b), C.R.S.

(27.8) (a) **“Dynamic driving task”** means all of the following aspects of driving:

(I) Operational aspects, including steering, braking, accelerating, and monitoring the vehicle and the roadway; and

(II) Tactical aspects, including responding to events, determining when to change lanes, turning, using signals, and other related actions.

(b) “Dynamic driving task” does not include strategic aspects, including determining destinations or way points, of driving.

(28) **"Effective date of registration period certificate"** means the month in which a fleet owner must register all fleet vehicles.

(28.5) **"Electrical assisted bicycle"** means a vehicle having two or three wheels and fully operable pedals, and an electric motor not exceeding seven hundred fifty watts of power. Electrical assisted bicycles are further required to conform to one of three classes as follows:

(a) “Class 1 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.

(b) “Class 2 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.

(c) “Class 3 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour.

(28.7) **"Electric personal assistive mobility device"** or **"EPAMD"** means a self-balancing, nontandem two-wheeled device, designed to transport only one person, that is powered solely by an electric propulsion system producing an average power output of no more than seven hundred fifty watts.

(28.8)
(a) “**Electric scooter**” means a device:
(I) Weighing less than one hundred pounds;
(II) With handlebars and an **electric** motor;
(III) That is powered by an **electric** motor; and
(IV) That has a maximum speed of twenty miles per hour on a paved level surface when powered solely by the **electric** motor.
(b) “**Electric scooter**” does not include an electrical assisted bicycle, EPAMD, motorcycle, or low-power **scooter**.

(29) **"Empty weight"** means the weight of any motor vehicle or trailer or any combination thereof, including the operating body and accessories, as determined by weighing on a scale approved by the department.

(30) **"Essential parts"** means all integral parts and body parts, the removal, alteration, or substitution of which will tend to conceal the identity or substantially alter the appearance of the vehicle.

(31) **"Established place of business"** means the place actually occupied either continuously or at regular periods by a dealer or manufacturer where such dealer's or manufacturer's books and records are kept and a large share of his or her business transacted.

(31.5) **"Exceptions processing"** means the procedures the department uses to assist persons who are unable for reasons beyond their control to present all the necessary documents required by the department and must rely on alternative documents to establish identity, date of birth, or United States citizenship in lieu of lawful presence in the United States.

(32) **"Explosives and hazardous materials"** means any substance so defined by the code of federal regulations, title 49, chapter 1, parts 173.50 through 173.389.

(33) **"Farm tractor"** means every implement of husbandry designed and used primarily as a farm implement for drawing plows and mowing machines and other implements of husbandry.

(34) **"Flammable liquid"** means any liquid which has a flash point of seventy degrees Fahrenheit or less, as determined by a Tagliabue or equivalent closed-cup test device.

(35) **"Fleet operator"** means any resident who owns or leases ten or more motor vehicles, trailers, or pole trailers and who receives from the department a registration period certificate in accordance with article 3 of title 42, C.R.S.

(36) **"Fleet vehicle"** means any motor vehicle, trailer, or pole trailer owned or leased by a fleet operator and registered pursuant to section 42-3-125, C.R.S.

(37) **"Foreign vehicle"** means every motor vehicle, trailer, or semitrailer which is brought into this state otherwise than in the ordinary course of business by or through a manufacturer or dealer and which has not been registered in this state.

(38) **"Fullmount"** means a vehicle which is mounted completely on the frame of the first vehicle or last vehicle in a saddlemount combination.

(39) **"Garage"** means any public building or place of business for the storage or repair of automobiles.

(39.5) **"Golf car"** means a self-propelled vehicle not designed primarily for operation on roadways and that has:

(a) A design speed of less than twenty miles per hour;

(b) At least three wheels in contact with the ground;

(c) An empty weight of not more than one thousand three hundred pounds; and

(d) A carrying capacity of not more than four persons.

(40) **"Graduated annual specific ownership tax"** means an annual tax imposed in lieu of an ad valorem tax upon the personal property required to be classified by the general assembly pursuant to the provisions of section 6 of article X of the state constitution.

(41) **"Gross dollar volume"** means the total contracted cost of work performed or put in place in a given county by the owner or operator of special mobile machinery.

(41.5) **"Group special license plate"** means a special license plate that is not a distinctive plate and is issued to a group of people because such people have a common interest or affinity.

(42) **"High occupancy vehicle lane"** means a lane designated pursuant to the provisions of section 42-4-1012(1), C.R.S., or this Code.

(43) **"Highway"** means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel or the entire width of every way declared to be a public highway by any law of this state.

(43.3) **"Human operator"** means a natural person in the vehicle with immediate access to controls for steering, braking, and acceleration.

(43.5) **"Immediate family"** means a person who is related by blood, marriage, or adoption.

(44) (a) On and after July 1, 2000, **"Implement of husbandry"** means every vehicle that is designed, adapted, or used for agricultural purposes. It also includes equipment used solely for the application of liquid, gaseous, and dry fertilizers. Transportation of fertilizer, in or on the

equipment used for its application, shall be deemed a part of application if it is incidental to such application. It also includes hay balers, hay stacking equipment, combines, tillage and harvesting equipment, agricultural commodity handling equipment, and other heavy movable farm equipment primarily used on farms or in a livestock production facility and not on the highways. Trailers specially designed to move such equipment on highways shall, for the purposes of part 5 of article 4 of this title, be considered as component parts of such implements of husbandry.

(b) Effective July 1, 2013, for purposes of this section, "implements of husbandry" includes personal property valued by the county assessor as silvicultural.

(45) **"Intersection"** means the area embraced within the prolongation of the lateral curb lines or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict. Where a highway includes two roadways thirty feet or more apart, every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two roadways thirty feet or more apart, every crossing of two roadways of such highways shall be regarded as a separate intersection. The junction of an alley with a street or highway does not constitute an intersection.

(45.5) **"Kit vehicle"** means a passenger-type motor vehicle assembled, by other than a licensed manufacturer, from a manufactured kit that includes a prefabricated body and chassis and is accompanied by a manufacturer's statement of origin.

(46) **"Lane"** means the portion of a roadway for the movement of a single line of vehicles.

(47) **"Laned highway"** means a highway the roadway of which is divided into two or more clearly marked lanes for vehicular traffic.

(47.3) **“Last-known address”** means:

(a) For notifications regarding motor vehicles, the most recent mailing address provided on a vehicle registration or vehicle registration mailing address change notification provided in accordance with section 42-3-113, C.R.S., or the corrected address as reported by an address correction service licensed by the United States postal service;

(b) For notifications regarding driving privileges, driver’s licenses, or identification cards when there is a driver’s license or identification card on file with the department, the most recent of either:

(I) The mailing address provided by an applicant for a driver's license or identification card;

(II) The mailing address stated on an address change notification provided to the department pursuant to subsection (47.3)(a) of this section; or

(III) The corrected address as reported by an address correction service licensed by the United States postal service;

(c) For notifications regarding driving privileges or identification cards when there is no driver's license or identification card on file with the department, the most recent address shown on any other record on file with the department pursuant to this article 1 and as may be corrected by an address correction service licensed by the United States postal service.

(47.5) **"Lien"** means a security interest in a motor or off-highway vehicle under article 9 of title 4, C.R.S., and this article.

(48) **"Local authorities"** means every county, municipal, and other local board or body having authority to adopt local police regulations under the constitution and laws of this state.

(48.5) (a) **"Low-power scooter"** means a self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with the ground, no manual clutch, and either of the following:

(I) A cylinder capacity not exceeding fifty cubic centimeters if powered by internal combustion; or

(II) A wattage not exceeding four thousand four hundred seventy-six if powered by electricity.

(b) **"Low-power scooter"** shall not include a toy vehicle, bicycle, electrical assisted bicycle, wheelchair, or any device designed to assist mobility-impaired people who use pedestrian rights-of-way.

(48.6) **"Low-speed electric vehicle"** means a vehicle that:

(a) Is self-propelled utilizing electricity as its primary propulsion method;

(b) Has at least three wheels in contact with the ground;

(c) Does not use handlebars to steer; and

(d) Exhibits the manufacturer's compliance with 49 CFR 565 or displays a seventeen-character vehicle identification number as provided in 49 CFR 565.

(49) **"Manufacturer"** means any person, firm, association, corporation, or trust, whether resident or nonresident, who manufactures or assembles new and unused motor vehicles of a type required to be registered under articles 1 to 4 of this title.

(50) **"Manufacturer's suggested retail price"** means the retail price of such motor vehicle suggested by the manufacturer plus the retail price suggested by the manufacturer for each accessory or item of optional equipment physically attached to such vehicle prior to the sale to the retail purchaser.

(51) **"Markings"** means all lines, patterns, words, colors, or other devices, except signs, set into the surface of, applied upon, or attached to the pavement or curbing or to objects within or adjacent to the roadway, conforming to the state traffic control manual and officially placed for the purpose of regulating, warning, or guiding traffic.

(52) **"Metal tires"** means all tires the surface of which in contact with the highway is wholly or partly of metal or other hard, nonresilient material.

(52.5) **"Military vehicle"** means a vehicle of any size or weight that is valued for historical purposes, that was manufactured for use by any nation's armed forces, and that is maintained in a condition that represents its military design and markings.

(53) **"Minor driver's license"** means the license issued to a person who is at least sixteen years of age but who has not yet attained the age of twenty-one years.

(54) (Deleted by amendment, L. 2010, (HB 10-1172), ch. 320, p. 1486, § 1, effective October 1, 2010.)

(55) **"Motorcycle"** means an autocycle or a motor vehicle that uses handlebars or any other device connected to the front wheel to steer and that is designed to travel on not more than three wheels in contact with the ground, except that the term does not include a farm tractor, low-speed electric vehicle, or low-power scooter.

(56) (Deleted by amendment, L. 2009, (HB 09-1026), ch.281, p. 1260, § 22, effective October 1, 2009).

(57) **"Motor home"** means a vehicle designed to provide temporary living quarters and which is built into, as an integral part of or a permanent attachment to, a motor vehicle chassis or van.

(58) **"Motor vehicle"** means any self-propelled vehicle that is designed primarily for travel on the public highways and that is generally and commonly used to transport persons and property over the public highways or a low-speed electric vehicle; except that the term does not include electrical assisted bicycles, low-power scooters, wheelchairs, or vehicles moved solely by human power. For the purposes of the offenses described in sections 42-2-128, 42-4-1301, 42-4-1301.1, and 42-4-1401, C.R.S., for farm tractors and off-highway vehicles, as defined in section 33-14.5-101 (3), C.R.S., operated on streets and highways, "motor vehicle" includes a farm tractor or an off-highway vehicle that is not otherwise classified as a motor vehicle. For the purposes of sections 42-2-127, 42-2-127.7, 42-2-128, 42-2-138, 42-2-206, 42-4-1301, and 42-4-1301.1, C.R.S., "motor vehicle" includes a low-power scooter..

(59) (Deleted by amendment, L. 2009, (HB 09-1026), ch. 281, p. 1260, § 22, effective October 1, 2009.)

(60) **"Mounted equipment"** means any item weighing more than five hundred pounds that is permanently mounted on a vehicle, including mounting by means such as welding or bolting the equipment to a vehicle.

(60.3) **"Multipurpose trailer"** means a wheeled vehicle, without motive power, that is designed to be drawn by a motor vehicle over the public highways. A "multipurpose trailer" is generally and commonly used for temporary living or sleeping accommodation and transporting property wholly upon its own structure and is registered as a vehicle.

(60.5) (Deleted by amendment, L. 2009, (SB 09-075), ch. 418, p. 2320, § 4, effective August 5, 2009.)

(61) **"Noncommercial or recreational vehicle"** means a truck, or unladen truck tractor, operated singly or in combination with a trailer or utility trailer or a motor home, which truck, or unladen truck tractor, or motor home is used exclusively for personal pleasure, enjoyment, other recreational purposes, or personal or family transportation of the owner, lessee, or occupant and is not used to transport cargo or passengers for profit, hire, or otherwise to further the purposes of a business or commercial enterprise.

(62) **"Nonresident"** means every person who is not a resident of this state.

(63) **"Off-highway vehicle"** shall have the same meaning as set forth in section 33-14.5-101 (3), C.R.S.

(64) **"Official traffic control devices"** means all signs, signals, markings, and devices, not inconsistent with this title, placed or displayed by authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic.

(65) **"Official traffic control signal"** means any device, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and to proceed.

(66) **"Owner"** means a person who holds the legal title of a vehicle; or, if a vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee or if a mortgagor of a vehicle is entitled to possession, then such conditional vendee or lessee or mortgagor shall be deemed the owner for the purpose of articles 1 to 4 of title 42, C.R.S. The term also includes parties otherwise having lawful use or control or the right to use or control a vehicle for a period of thirty days or more.

(67) **"Park"** or **"parking"** means the standing of a vehicle, whether occupied or not, other than very briefly for the purpose of and while actually engaged in loading or unloading property or passengers.

(68) **"Pedestrian"** means any person afoot or any person using a wheelchair.

(68.5) (a) **"Persistent drunk driver"** means any person who:
(I) Has been convicted of or had his or her driver's license revoked for two or more alcohol-related driving violations;
(II) Continues to drive after a driver's license or driving privilege restraint has been imposed for one or more alcohol-related driving offenses;
(III) Drives a motor vehicle while the amount of alcohol in such person's blood, as shown by analysis of the person's blood or breath, was 0.15 or more grams of alcohol per one hundred milliliters of blood or 0.15 or more grams of alcohol per two hundred ten liters of breath at the time of driving or within two hours after driving; or
(IV) Refuses to take or complete, or to cooperate in the completing of, a test of his or her blood, breath, saliva, or urine as required by section 18-3-106(4) or 18-3-205(4), C.R.S., or section 42-4-1301.1(2), C.R.S.
(b) Nothing in this subsection (68.5) shall be interpreted to affect the penalties imposed under this title for multiple alcohol- or drug-related driving offenses, including, but not limited to, penalties imposed for violations under sections 42-2-125(1)(g) and (1) (i) and 42-2-202(2), C.R.S.

(69) **"Person"** means a natural person, estate, trust, firm, copartnership, association, corporation, or business entity.

(70) **"Pneumatic tires"** means all tires inflated with compressed air.

(71) **"Pole," "pipe trailer,"** or **"dolly"** means every vehicle of the trailer type having one or more axles not more than forty-eight inches apart and two or more wheels used in connection with a motor vehicle solely for the purpose of transporting poles or pipes and connected with the towing vehicle both by chain, rope, or cable and by the load without any part of the weight of said dolly resting upon the towing vehicle. All the registration provisions of articles 1 to 4 of title 42, C.R.S., shall apply to every pole, pipe trailer, or dolly.

(72) **"Police officer"** means every officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

(72.2) **"Power takeoff equipment"** means equipment that is attached to a motor vehicle and is powered by the motor that powers the locomotion of the motor vehicle.

(72.5) **"Primary user"** means an organization that collects bulk data for the purpose of in-house business use.

(72.7) **"Principal office"** means the office in this state designated by a fleet owner as its principal place of business.

(73) **"Private road"** or **"driveway"** means every road or driveway not open to the use of the public for purposes of vehicular travel.

(74) Repealed.

(75) **"Railroad sign or signal"** means any sign, signal, or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

(76) **"Reciprocal agreement"** or **"reciprocity"** means an agreement among two or more states, provinces, or other jurisdictions for coordinated, shared, or mutual enforcement or administration of laws relating to the registration, operation, or taxation of vehicles and other personal property in interstate commerce. The term includes without limitation the "international registration plan" and any successor agreement providing for the apportionment, among participating jurisdictions, of vehicle registration fees or taxes.

(77) **"Reconstructed vehicle"** means any vehicle which has been assembled or constructed largely by means of essential parts, new or used, derived from other vehicles or makes of vehicles of various names, models, and types or which, if originally otherwise constructed, has been materially altered by the removal of essential parts or by the addition or substitution of essential parts, new or used, derived from other vehicles or makes of vehicles.

(78) **"Registration period"** or **"registration year"** means any consecutive twelve-month period.

(79) **"Registration period certificate"** means the document issued by the department to a fleet owner, upon application of a fleet owner, which states the month in which registration is required for all motor vehicles owned by the fleet owner.

(80) **"Residence district"** means the territory contiguous to and including a highway not comprising a business district when the frontage on such highway for a distance of three hundred feet or more is mainly occupied by dwellings or by dwellings and buildings in use for business.

(81) **"Resident"** means any person who owns or operates any business in this state or any person who has resided within this state continuously for a period of ninety days or has obtained gainful employment within this state, whichever shall occur first.

(82) **"Right-of-way"** means the right of one vehicle operator or pedestrian to proceed in a lawful manner in preference to another vehicle operator or pedestrian approaching under such circumstances of direction, speed, and proximity as to give rise to danger of collision unless one grants precedence to the other.

(83) **"Road"** means any highway.

(84) **"Road tractor"** means every motor vehicle designed and used for drawing other vehicles and not so constructed as to carry any load thereon independently or any part of the weight of a vehicle or load so drawn.

(85) **"Roadway"** means that portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk, berm, or shoulder even though such sidewalk, berm, or shoulder is used by persons riding bicycles or other human-powered vehicles and exclusive of that portion of a highway designated for exclusive use as a bicycle path or reserved for the exclusive use of bicycles, human-powered vehicles, or pedestrians. In the event that a highway includes two or more separate roadways, "roadway" refers to any such roadway separately but not to all such roadways collectively.

(86) **"Saddlemount combination"** means a combination of vehicles in which a truck or laden or unladen truck tractor tows one or more additional trucks or laden or unladen truck tractors and in which each such towed truck or laden or unladen truck tractor is connected by a saddle to the frame or fifth wheel of the vehicle immediately in front of such truck or laden or unladen truck tractor. For the purposes of this subsection (86), **"saddle"** means a mechanism which connects the front axle of a towed vehicle to the frame or fifth wheel of a vehicle immediately in front of such towed vehicle and which functions like a fifth wheel kingpin connection. A saddlemount combination may include one fullmount.

(87) **"Safety zone"** means the area or space officially set aside within a highway for the exclusive use of pedestrians and which is so plainly marked or indicated by proper signs as to be plainly visible at all times while set apart as a safety zone.

(88) **"School bus"** means a motor vehicle that is designed and used specifically for the transportation of school children to or from a public or private school or a school-related activity, whether the activity occurs within or without the territorial limits of any district and whether or not the activity occurs during school hours. "School bus" does not include informal or intermittent arrangements, such as sharing of actual gasoline expense or participation in a car pool, for the transportation of school children to or from a public or private school or a school-related activity.

(88.5) (a) **"School vehicle"** means a motor vehicle, including but not limited to a school bus, that is owned by or under contract to a public or private school and operated for the transportation of school children to or from school or a school-related activity.

(b) **"School vehicle"** does not include:

(I) Informal or intermittent arrangements, such as sharing of actual gasoline expense or participation in a car pool, for the transportation of school children to or from a public or private school or a school-related activity; or

(II) A motor vehicle that is owned by or under contract to a child care center, as defined in section 26-6-102 (5), C.R.S., and that is used for the transportation of children who are served by the child care center.

(89) **"Semitrailer"** means any wheeled vehicle, without motor power, designed to be used in conjunction with a laden or unladen truck tractor so that some part of its own weight and that of its cargo load rests upon or is carried by such laden or unladen truck tractor and that is generally and commonly used to carry and transport property over the public highways.

(90) **"Sidewalk"** means that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians.

(91) **"Snowplow"** means any vehicle originally designed for highway snow and ice removal or control or subsequently adapted for such purposes which is operated by or for the state of Colorado or any political subdivision thereof.

(92) **"Solid rubber tires"** means every tire made of rubber other than a pneumatic tire.

(93) **"Specially constructed vehicle"** means any vehicle which has not been originally constructed under a distinctive name, make, model, or type by a generally recognized manufacturer of vehicles.

(93.5) (a) **"Special mobile machinery"** means machinery that is pulled, hauled, or driven over a highway and is either:

(I) A vehicle or equipment that is not designed primarily for the transportation of persons or cargo over the public highways; or

(II) A motor vehicle that may have been originally designed for the transportation of persons or cargo over the public highways, and has been redesigned or modified by the addition of mounted equipment or machinery, and is only incidentally operated or moved over the public highways.

(b) "Special mobile machinery" includes vehicles commonly used in the construction, maintenance, and repair of roadways, the drilling of wells, and the digging of ditches.

(94) **"Stand"** or **"standing"** means the halting of a vehicle, whether occupied or not, other than momentarily for the purpose of and while actually engaged in receiving or discharging passengers.

(95) **"State"** means a state, territory, organized or unorganized, or district of the United States.

(96) **"State motor vehicle licensing agency"** means the department of revenue.

(97) **"State traffic control manual"** means the most recent edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", including any supplement thereto, as adopted by the transportation commission.

(98) **"Steam and electric trains"** includes:

(a) **"Railroad"**, which means a carrier of persons or property upon cars, other than street cars, operated upon stationary rails;
(b) **"Railroad train"**, which means a steam engine, electric, or other motor, with or without cars coupled thereto, operated upon rails, except streetcars;
(c) **"Streetcar"**, which means a car other than a railroad train for transporting persons or property upon rails principally within a municipality.

(99) **"Stinger-steered"** means a semitrailer combination configuration wherein the fifth wheel is located on a drop frame located behind and below the rearmost axle of the power unit.

(100) **"Stop"** or **"stopping"** means, when prohibited, any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

(101) **"Stop line"** or **"limit line"** means a line which indicates where drivers shall stop when directed by an official traffic control device or a police officer.

(101.5) **"Street rod vehicle"** means a vehicle manufactured in 1948 or earlier with a body design that has been modified for safe road use.

(102) **"Supervisor"** means the executive director of the department of revenue or head of a group, division, or subordinate department appointed by the executive director in accordance with article 35 of title 24, C.R.S.

(102.5) **"Surge brakes"** means a system whereby the brakes of a trailer are actuated as a result of the forward pressure of the trailer against the tow vehicle during deceleration.

(102.7) **"Temporary special event license plate"** means a special license plate valid for a limited time period that is issued to a person or group of people in connection with a special event. "Temporary special event license plate" does not mean a special plate for the purposes of section 42-3-207, C.R.S.

(103) **"Through highway"** means every highway or portion thereof on which vehicular traffic is given preferential right-of-way and at the entrances to which other vehicular traffic from intersecting highways is required by law to yield the right-of-way to vehicles on such through highway in obedience to a stop sign, yield sign, or other official traffic control device when such signs or devices are erected as provided by law.

(103.5) (a) **"Toy vehicle"** means any vehicle, that has wheels and is not designed for use on public highways or for off-road use.
(b) "Toy vehicle" includes, but is not limited to, gas-powered or electric-powered vehicles commonly known as mini bikes, "pocket" bikes, kamikaze boards, go-peds, and stand-up scooters.
(c) **"Toy vehicle"** does not include off-highway vehicles or snowmobiles.

(104) **"Traffic"** means pedestrians, ridden or herded animals, and vehicles, streetcars, and other conveyances either singly or together while using any highway for the purposes of travel.

(104.5) **"Traffic Investigation or Survey"** means a documented, data driven, comprehensive analysis using methods consistent with an Engineering Study as defined in the latest edition of the Manual on Uniform Traffic Control Devices.

(105) **"Trailer"** means any wheeled vehicle, without motive power, which is designed to be drawn by a motor vehicle and to carry its cargo load wholly upon its own structure and that is generally and commonly used to carry and transport property over the public highways. The term includes, but is not limited to, multipurpose trailers as defined in subsection (60.3) of this section.

(106) (a) **"Trailer coach"** means a wheeled vehicle having an overall length, excluding towing gear and bumpers, of not less than twenty-six feet, without motive power, that is designed and generally and commonly used for occupancy by persons for residential purposes, in temporary locations, and that may occasionally be drawn over the public highways by a motor vehicle and is licensed as a vehicle.

(b) **"Manufactured home"** means any preconstructed building unit or combination of preconstructed building units, without motive power, where such unit or units are manufactured in a factory or at a location other than the residential site of the completed home, which is designed and commonly used for occupancy by persons for residential purposes, in either temporary or permanent locations, and which unit or units are not licensed as a vehicle.

(107) **"Transporter"** means every person engaged in the business of delivering vehicles of a type required to be registered under articles 1 to 4 of this title from a manufacturing, assembling, or distributing plant to dealers or sales agents of a manufacturer.

(108) **"Truck"** means any motor vehicle equipped with a body designed to carry property and which is generally and commonly used to carry and transport property over the public highways.

(109) **"Truck tractor - laden"** or **"laden truck tractor"** means any motor vehicle carrying cargo that is generally and commonly designed and used to draw, and is drawing a semitrailer or trailer and its cargo load over the public highways.

(109.5) **"Truck tractor - unladen"** or **"unladen truck tractor"** means any motor vehicle not carrying cargo that is generally used to draw a semitrailer or trailer and its cargo load over the public highways.
(109.7) "UDD" means underage drinking and driving, and use of the term shall incorporate by reference the offense described in section 42-4-1301(2)(d), C.R.S.

(110) **"Used vehicle"** means every motor vehicle which has been sold, bargained for, exchanged, or given away, or has had the title transferred from the person who first acquired it from the manufacturer or importer, and has been so used as to have become what is commonly known as "secondhand" within the ordinary meaning thereof.

(111) **"Utility trailer"** means any wheeled vehicle weighing two thousand pounds or less, without motive power, which is designed to be drawn by a motor vehicle and which is generally and commonly used to carry and transport personal effects, articles of household furniture, loads of trash and rubbish, or not to exceed two horses over the public highways.

(112) **"Vehicle"** means a device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. "Vehicle" includes, without limitation, a bicycle, electrical assisted bicycle, or EPAMD, but does not include a wheelchair, off-highway vehicle, snowmobile, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air.

(112.5) **"Vendor"** means an organization that collects bulk data for the purpose of reselling the data.

(113) **"Wheelchair"** means a motorized or nonmotorized wheeled device designed for use by a person with a physical disability.

APPENDIX

PART A.

I N S T R U C T I O N S
FOR ADOPTING
THE MODEL TRAFFIC CODE BY REFERENCE

(Based on parts 1 and 2 of article 16 of title 31 and part 4 of article 15 of title 30 Colorado Revised Statutes; and on section 43-2-135(1)(g), C.R.S.)

1. Adopting Ordinance (see specimen)

   (a) Form and Content. The form and content of the adopting ordinance should be patterned as closely as possible after the specimen.

   (b) Exceptions. Any and all sections of the Code that are inapplicable to the municipality or county and are thereby to be deleted must be enumerated in the adopting ordinance.

   (c) Penalties. Any penalties shall be subject to sections 31-16-204 or 30-35-404, C.R.S.

2. Introduction:

   The Board of Trustees, City Council or Board of County Commissioners shall meet and introduce the adopting ordinance.

3. Notice of Hearing: (see specimen)

   After introduction of the adopting ordinance the Board of Trustees, City or Town Council, Board of County Commissioners must schedule a public hearing and give notice of such hearing. Notice of the hearing shall be published twice in a newspaper published or having a general circulation in the municipality, once at least eight days preceding the hearing, and once at least fifteen days preceding the hearing. If there is no such newspaper the notice shall be posted in the same manner as provided for the posting of a proposed ordinance.

4. Content of Notice:

   The notice of public hearing shall state the time and place of the hearing and shall also state that copies of the Code, being considered for adoption, are on file at the office of the City(Town) Clerk or County Clerk and are open to public inspection during regular business hours. The notice shall also contain brief explanation of the purpose of the Code, the subject matter, the name and address of the agency by which it has been developed, and the date of publication of the Code. See sections 30-35-403 or 31-16-203, C.R.S.

5. Copies of Code:

   Not fewer than three copies of the Code, all certified to be true copies by the City (Town) Clerk or County Clerk, shall be filed in the Clerk's office fifteen days preceding the public hearing. The Code will be available online, without charge, at the following Colorado Department of Transportation website address:

   https://www.codot.gov/programs/operations/traffic-safety/operations#traffic-code...please

6. Deletions or Additions:

   After the hearing, the governing body may amend, adopt or reject the adopting ordinance. If any deletions or additions are made in the Code by the Board of Trustees, City or Town Council, or Board of County Commissioners they must be duly noted in the adopting ordinance.

7. Colorado Department of Transportation Approval:

Approval by the Colorado Department of Transportation is required by law for all regulations pertaining to streets which are state highways. This approval will take the form of a written certification signed by the Chief Engineer or designee. Approval should be sought following the public hearing and before the actual publication of the adopting ordinance so that the Department will have time to certify its approval of the regulations and schedules prior to the date the ordinance is calendared to become effective.

8. Requirements for Department Approval:

   For purposes of review and approval the Colorado Department of Transportation requires an authenticated copy of the adopting ordinance. A draft copy of the adopting ordinance may be submitted for review by CDOT prior to authentication.

9. Publication or Posting of Ordinance:

   After passage by the City or Town Council, or Board of County Commissioners the adopting ordinance shall be published in full in some newspaper published within the corporate limits, or if there be none, then in some newspaper or online news publication of general circulation in the municipality or county. If there is no such newspaper or online news publication, the notice shall be posted in the same manner as provided for the posting of a proposed ordinance.

10. Effective Date:

    The ordinance shall neither take effect nor be in force until the expiration of thirty days after it has been published or posted, except when the ordinance contains a special clause declaring that an emergency exists and that the ordinance is necessary for the immediate preservation of the public health and safety. The excepted ordinance shall take effect upon adoption and compliance with requirements for the mayor's approval as provided by section 31-16-104, C.R.S., provided it has been passed by an affirmative vote of two-thirds of the members of the governing body of the City or Town. However, in no case shall regulations pertaining to state highways become effective until approval has been obtained from the Colorado Department of Transportation.

11. Public Record:

    After adoption of the Code by reference, the City, Town or County Clerk shall keep on file at least three copies for public inspection while the ordinance is in force, except that

one of these copies may be placed in the office of the chief enforcement officer instead of in the office of the Clerk.

APPENDIX

PART B.

SPECIMEN ORDINANCE FOR ADOPTING MODEL TRAFFIC CODE BY REFERENCE

ORDINANCE NO. _____

TITLE: AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE (CITY TOWN COUNTY) OF _____ COLORADO; ADOPTING BY REFERENCE THE 2020 EDITION OF THE "MODEL TRAFFIC CODE" REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL, BOARD OF TRUSTEES, BOARD OF COUNTY COMMISSIONERS OF THE (CITY TOWN COUNTY) OF _____ COLORADO:

Section 1. Adoption.

Pursuant to parts 1 and 2 of article 16 of title 31 and part 4 of article 15 of title 30, C.R.S., there is hereby adopted by reference the 2020 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 W Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the City, Town, County. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Clerk of the (City Town County) of _____ Colorado, and may be inspected during regular business hours.

Section 2. Deletions.

The 2020 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to this municipality and are therefore expressly deleted:

(The adopting municipality or county should list and cross reference to affected sections any deletions. If none, in the above statement write "none".)

Section 3. Additions or Modifications.

The said adopted Code is subject to the following additions or modifications:

(The adopting municipality or county should set forth in full any additions to or modifications of the adopted Code. If none, so indicate by inserting the word "None.")

Section 4. Penalties.

The following penalties, herewith set forth in full, shall apply to this ordinance:

(a) It is unlawful for any person to violate any of the provisions adopted in this ordinance.

(b) Every person convicted of a violation of any provision adopted in this ordinance shall be punished by a surcharge in accordance with 42-4-1701(4)(e)(II), C.R.S.

{**For use by Home Rule Towns and Cities**}
(c) In addition to Section 4. Penalties.(b), every person convicted of a violation of any provision adopted in this ordinance shall be punished by a fine not exceeding _____ dollars ($_____), or by imprisonment not exceeding _____ (00) days, or by both such fine and imprisonment.

{**For use by Counties**}
(c) Every person convicted of a violation of any provision adopted in this ordinance shall be punished by a minimum fine in accordance with Section 1701, not exceeding _____ ($_____), or by both such fine and imprisonment not exceeding _____(00) days.

(d)

Section 5. Application.

This ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this municipality or county, the use of which this municipality or county has jurisdiction and authority to regulate.

Section 6. Validity.

If any part or parts of this ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this ordinance. The (City Town Council) (Board of County Commissioners) hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 7. Repeal.

Existing or parts of ordinances (identifying ordinance number may be cited) covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

Section 8. Interpretation.

This ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of the ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 9. Certification.

The City, Town, County Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

PASSED BY THE (CITY COUNCIL - BOARD OF COUNTY COMMISSIONERS) AFTER A PUBLIC HEARING AND SIGNED THIS _____ DAY OF _____ , 20___ .

_____
Mayor or Chairman

(SEAL) (CITY TOWN COUNTY) OF _____

ATTEST:

_____
(City Town County) Clerk

APPENDIX

PART C.

SPECIMEN NOTICE OF HEARING

NOTICE is hereby given of a public hearing before the (City Town Council Board of County Commissioners) of _____ Colorado, at _____(time) of the _____ day of _____, 20____, at _____(location)for the purpose of considering the adoption by reference of the "Model Traffic Code" 2020 edition, as the traffic ordinance of the (City, Town, County) of _____, Colorado.

Copies of the Model Traffic Code are on file at the office of the (City, Town, County) Clerk and may be inspected during regular business hours. If enacted as an ordinance of this City or County the Model Traffic Code will not be published in full, but in accordance with state law, copies will be kept on file.

The "Model Traffic Code" 2020 edition is published by the Colorado Department of Transportation, Traffic Engineering and Safety Branch, 2829 West Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the (City Town County). The purpose of the Ordinance and the Code adopted therein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation.

At its next regular meeting following this hearing, the (City Town Council) (Board of County Commissioners) will consider passage of the adopting Ordinance.

This notice given and published by the order of the (City Town Council) (Board of County Commissioners).

Dated this _____ day of _____, 20___.

(CITY TOWN COUNTY) OF _____, COLORADO

_____ (City Town County) Clerk

First notice of hearing _____ 20__

Second notice of hearing _____ 20__

APPENDIX

PART D.

SPECIMEN CERTIFICATION - POSTING OF ORDINANCE

STATE OF COLORADO

COUNTY OF _____

TOWN OF _____

The undersigned Clerk of the Town of _____ Colorado, hereby certifies, upon resolution of the Board of Trustees, that there is no newspaper published within or which has a general circulation within the municipality; that upon the authorization and direction of the Board of Trustees the undersigned has caused to be posted in three (3) public places namely:

1. _____

2. _____

3. _____

An ordinance entitled: "ADOPTING BY REFERENCE THE 2020 EDITION OF THE 'MODEL TRAFFIC CODE FOR COLORADO LOCAL GOVERNMENTS'; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR PENALTIES THEREOF."

The same being Ordinance No. _____

Dated this ___ day of _____ 20___.

The undersigned further attests that each of the copies of said Ordinance remained posted continuously and uninterruptedly for the period required by law.

WITNESS the hand and seal of the undersigned on this _____ day of _____ 20___

_____

Town Clerk (SEAL)

APPENDIX

PART E.

INSTRUCTIONS FOR AMENDING MODEL TRAFFIC CODE PREVIOUSLY ADOPTED BY REFERENCE

(Based on parts 1 and 2 of article 16 of title 31, as amended, and section 43-2-135 (1)(g), C.R.S.)

1. Amending Ordinance:

Colorado law provides that whenever a Code is amended by the agency which originally promulgated or adopted it, any municipality which has previously adopted the Code by reference may also adopt the amendments by reference through the same procedure as required for the adoption of the original Code; or an ordinance may be enacted in regular manner, setting forth the entire text of the amendments. The instructions which follow apply to the latter method.

2. Form and Content:

The form and content of the amending ordinance should conform to the requirements set forth in part 1 of article 16 of title 31, Colorado Revised Statutes, as amended.

Amendments pertaining to sections of the Code which are inapplicable to the municipality should be deleted in the amending ordinance.

3. Public Hearing:

No hearing is required if an ordinance is enacted setting forth the entire text of the amendments.

4. Publication or Posting:

Publication or posting requirements for the amending ordinance are the same as for any other ordinance adopted by a City or Town. Publication or posting procedures are described in Part D of this Appendix.

5. Colorado Department of Transportation Approval:

Colorado Department of Transportation approval of the amended regulations is required before any regulations pertaining to streets which are state highways become effective. This approval will take the form of a written certification signed by the Chief Engineer or designee.

6. Effective Date:

The amending ordinance will take effect upon adoption and compliance with requirements for the mayor's approval or thirty days after publication as provided by law. The procedure in each case is described in item no. 10 Part A of this Appendix.

7. Public Record:

After passage of the amending ordinance the City or Town Clerk should continue to keep on file at least three copies of the adopted code, for public inspection in the manner shown in item no. 11 in Part A of this Appendix.

APPENDIX

PART F.

LISTING OF AMENDMENTS FOR UPDATING PREVIOUS EDITION OF MODEL TRAFFIC CODE ADOPTED BY REFERENCE

Colorado statutes grant municipalities the option of enacting an ordinance in the regular manner for the purpose of amending a code previously adopted by reference. To accomplish this, however, the entire text of the amendments must be set forth in such an ordinance. Local Governments that desire to follow this procedure instead of adopting the current edition of the Code by reference may obtain a listing and description of all pertinent changes from the Colorado Department of Transportation. The procedure for amending a code directly rather than by reference is set forth in Part E of this Appendix.

Whenever possible, municipalities are urged to adopt the latest edition of the Code by reference instead of resorting to an amending ordinance. This procedure has several important advantages:

(1) It avoids the problem of relating the various revisions and additions in an amending ordinance to the adopted edition of the Code;

(2) It enables a city or town to have on record the latest references to applicable State statutes and national recommendations as well as informative and current editorial notes relating to the various traffic regulations; and

(3) It facilitates the task of drafting the municipal ordinance pertaining to the Code.

APPENDIX

PART G.

SPECIMEN CERTIFICATION OF MODEL TRAFFIC CODE

*(Form to be affixed to inside front or back cover of each Code provided for public inspection.)

STATE OF COLORADO

CERTIFICATION

COUNTY OF _____

CITY (TOWN) OF _____

We, the undersigned, do hereby certify that this Model Traffic Code is a true and accurate copy of the Code adopted by reference by the (City Town County) of _____, Colorado under Ordinance No. _____ pursuant to and as provided by parts 1 and 2 of article 16 of title 31 or part 4 of article 15 title 30, C.R.S.

Dated this _____ day of _____, 20_____ .

By_____
Mayor or Chairman

ATTEST: (CITY TOWN COUNTY) OF _____

_____
Clerk

(SEAL)

WHY A MODEL TRAFFIC CODE
FOR COLORADO?

1. Uniformity of basic road rules.

2. Uniformity of local traffic regulations.

3. Standardization of traffic regulation and control on streets that are state highways.

4. Compatibility of traffic ordinances with State and national vehicle codes.

ALL CONTRIBUTING TO
GREATER TRAFFIC SAFETY
AND OPERATIONAL EFFICIENCY
IN MOVING PEOPLE AND GOODS
THROUGH AND WITHIN
OUR LOCAL GOVERNMENTS!

(See Forward to Code for details)

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for February 15, 2022
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(Remote Option, Below)

- Call to Order at 9:45 am
- Agenda Review
- Minutes Approval:
  - December 21, 2021
- 2022 Meeting Planning
- Program Updates:
  - Funding Overview
  - Staffing Updates
- Legislative Priorities
- Performance Report
- Next Meeting: April 19, 2022
- Adjourn at 10:45 am

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting:
https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: December 21, 2021

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review, the 12/21/2021 Board of Human Services meeting minutes.

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 2/11/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/15/2022

Revised April 2015

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
December 21, 2021

The December 21, 2021 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Commissioner
Liz Smith, Commissioner [ABSENT]
Greg Levine, Hinsdale Co. Commissioner [REMOTE]
Joni Reynolds, Health and Human Services Director
Matthew Birnie, County Manager
Melanie Bollig, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 10:40 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Mason, seconded by Chairperson Houck to approve the October 19, 2021 meeting minutes, as presented. Motion carried.

1. October 19, 2021 Meeting Minutes

CONSENT AGENDA: **Moved** by Chairperson Houck to approve the consent agenda, as presented. Seconded by Commissioners Levine and Mason in unison. Motion carried.

1. Memorandum of Understanding between Hinsdale County and Prowers County; Hot Line Calls for Child and Adult Protection

2022 COUNTY MERIT SYSTEM CERTIFICATION: Health and Human Services Director Joni Reynolds was present for discussion.

HHS Director Reynolds explained to the Board that this was a yearly requirement from the State. The Department of Human Services must submit a document stating that they complied with the State's requirements, and that they had utilized a performance review and merit system with their employees.

Moved by Chairperson Houck, seconded by Commissioner Mason, to authorize the Chair's signature on the 2022 County Merit System Certification, as presented. Motion carried.

PROGRAM UPDATES: Senior Resource and Adult Protective Services (APS) Updates. Senior Resources Program Manager Betsy Holena was not able to be there to present the update that day, so HHS Director Joni Reynolds presented for her.

HHS Director Reynolds began by outlining to the Board that Adult Protective Services was for at-risk adults – set by state statute who the programs were for – essentially any adult with a limiting factor due to age or developmental capacity. There were two part-time caseworkers with 68 referrals during the 2021 calendar year – almost double from the cases two years ago. HHS Director Reynolds noted that part of this increase was due to the change from seniors and elderly protection, to now all adults; of the current group, roughly 1/3 of the cases were at-risk due to some type of mental health or substance abuse issues, 1/3 comprised elderly individuals, and 1/3 were a mix of elderly and younger adults with a variety of challenges. Out of the 68 referrals, 21 developed into cases with a formal, systematic review process to aid in determining the level and type of intervention needed.

HHS Director Reynolds reported that SR Program Manager Betsy Holena had secured a new, small amount of Elder Justice funding - $2,500 – to assist any senior or younger adult with an open APS case.

In addition to, and separate from Adult Protective Services, HHS Director Reynolds stated that they also do Elderly Outreach – helping seniors with disabilities; assisting with online navigation services; helping the elderly to sign up for programs such as Medicare Part D prescription drug coverage; coordinating health care visits and shopping needs. She reported that funding for this comes from many places, with Region 10 being the principal contributor. There are 5 staff workers – one full time and the rest part-time – with over 6,000 contacts done to date. HHS Director Reynolds noted that much of this involved COVID work – answering calls, getting the elderly signed up online for vaccination appointments, arranging transportation to the clinic, and setting up home vaccination appointments for those unable to come to the clinic. The team knew many of the people personally and it helped make the COVID vaccination rate among the elderly highly successful.

HHS Director Reynolds included court visit reports as the last section in the program update, outlining for the Board that, if there is an adult situation, a judge can issue an order for them to visit the home situation and then report back to the court with an assessment. She reported that there were three such assessments for the year. County Attorney Hoyt highlighted the importance of this type of service – one which provided a neutral, fact-based perspective.

When Commissioner Levine asked if there was county-specific data available, HHS Director Reynolds replied that she would contact SR Program Manager Betsy Holena and see if she could separate that out for Hinsdale County and send to him.

COLORADO COUNTIES INC (CCI) VOTING MEMBER DELEGATION: Chairperson Houck began by asking HHS Director Joni Reynolds whether her vote counted as one or two votes, because of the combined counties for Human Services. She indicated that it counted as two votes. Hinsdale Commissioner Levine

gave his support in delegating Hinsdale County's vote to HHS Director Reynolds, and she indicated that CCI was wishing for separate Board actions and had separate forms to sign; she had sent the form to the Administrative Assistant in Hinsdale County, and the item was scheduled to come before the Hinsdale Board at their next meeting.

After a brief discussion, it was determined that each County – Gunnison and Hinsdale – would each provide a motion and then form to CCI by the deadline of January 21, 2022. Chairperson Houck **moved** to have Gunnison County designate Joni Reynolds as their proxy vote for the steering committee specifically for Health and Human Services, for the 2022 session next year. Commissioner Mason seconded, and the motion carried.

NEXT MEETING: Feb 15, 2022. HHS Director Joni Reynolds let the board know that the next meeting program update would be a funding overview, adding that a draft of the 2022 meeting schedule would be emailed to the commissioners. The next meeting was set for February 15, 2022.

HHS Director Reynolds then briefly updated the Board on the near "straight-up spike" in COVID cases in Eagle County (Vail, specifically). She stated that this was suspected to be due to the Omicron variant and recent, large tourism events held there. In contrast, statewide, COVID cases had decreased dramatically; but hospital bed availability was also decreasing. The State believed this was due to delayed care.

ADJOURN: Chairperson Houck adjourned the Gunnison/Hinsdale Board of Human Services meeting at 11:11 am.

Minutes Prepared By:

_____
Melanie Bollig, Clerk to the Board

Minutes Approved February 15, 2021:

_____
Jonathan Houck, Chairperson

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2022 Meeting Planning

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

For your review, a draft of the 2022 Board of Human Services Meeting Topics - to be discussed during the Board of HS meeting next Tues 2/15

Fiscal Impact:

Submitted by: M Bollig for Joni Reynolds **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 2/11/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/15/2022

Revised April 2015

HEALTH AND HUMAN SERVICE DEPARTMENT
220 N Spruce, Gunnison, CO 81230
(970) 641-3244 Fax: (970) 641-3738
Website: www.GunnisonCounty.org

2022 Board of Human Services Meeting Topics

DRAFT

Meeting Date	Meeting Topics
February 15, 2022	**2022 BOHS meeting agenda planning** **Program update:** Funding Overview Staffing Update **Legislative Updates:** Current status on key bills
April 19, 2022	**Finance Update** **Program Updates:** Community Service Block Grant (CSBG) **Legislative Updates:** Current status on key bills
June 21, 2022	**Program review and policy input:** TBD **Program update:** Economic Security & Child Support Services update
August 16, 2022	**Program review and policy input:** TBD **Program Update:** Child Care Assistance Program (CCAP) update
October 18, 2022	**Finance Update** **Program Updates:** Family First Implementation, Child Welfare Services and Parenting programs update
December 20, 2022	**Program review and policy input:** TBD **Program Updates:** Senior Resources and Adult Protection Services update **2023 BOHS meeting agenda planning**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Performance Report

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Please see the attached.

Fiscal Impact: N/A

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 2/11/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 2/15/2022

Revised April 2015

PERFORMANCE REPORT

for the

Health & Human Services Department

Gunnison County
COLORADO

Health & Human Services

Element	Summary Views	Detail Views
Strategic Results		• Families and individuals we serve will experience a higher level of services and better results as a consequence of integration of services and approaches • By December 2017, identified Community Partnership Agreement(s) will be in place, to include team charter, identification of membership organizations, structure and roles, agreed-upon result measures, process expectations, etc., so that community members can experience a service delivery approach that is influential in creating a healthy community as described by the "Social Determinants of Health" Model • By July 2018, facility space planning and construction will be complete and operational so that walk-in and phone inquiry customers can experience an integrated reception and initial engagement process • By December 2018, department employees will have completed role-specific cross-training team content reviews, and hands-on sessions so that customers can experience a fully integrated customer access point • By December 2018, the Family Multidisciplinary Pilot will be fully implemented so that children and their families, other community members, and performance partners can benefit from a cross-departmental, multidisciplinary team-based approach to evaluation and case management. • By 2020, families in Gunnison County will be prosperous, thriving, and healthy

Measures		• By December 2017, 80% of activity results achieved • By December 2017, 80% of departmental strategic business plan activities, in which staff demonstrate competency using the County's database performance management system (MFR Live/Lumanas) in their work as indicated by system utilization rates and identified staff roles, so that customers can benefit from staff who have up-to-date knowledge of data, trends, and emergent issues • By December 2017, 80% of departmental strategic business plan activities will show that activity managers and staff conduct regularly scheduled activity performance stat sessions so that customers can benefit from staff ability to find relevant data, analyze it, use it to make decisions, and share it as appropriate with partners • By December 2018, 80% of strategic result milestones will be achieved in which milestone timelines indicate due dates in 2016-17 and/or strategic results 2016-2107 interim results are achieved as specified by implementation or project plans • 17.2% (maximum) of children are living in poverty • 99% (minimum) of children in Gunnison and Hinsdale Counties have not experienced severe abuse or neglect • 90% (minimum) of children with a Child Welfare case will not be repeated within 1 year • 1% (maximum) pediatric death rate due to preventable injuries or preventable illnesses • 10% (maximum) teen-pregnancy rate • 7% (maximum) of children aged 2-5 years and served by WIC are classified as obese • 90% of children have received all required immunizations upon entering school • 90% of children, at two years of age, are up-to-date in all required vaccinations

Child and Family Services Program

Element	Summary Views	Detail Views
Scorecard	• Child and Family Services Program	

Measures		• Percentage of children, at two years of age, who are up-to-date in all required vaccinations • Maximum percentage of children aged 2-5 years and served by WIC who are identified as obese • Number of immunizations provided. • Number of Women, Infant and Children (WIC) clients served • Percentage of family planning clients served who are male • Maximum teen-pregnancy rate • Number of reported disease investigations conducted • Percentage of respondents to the biennial Citizen Survey who state that the availability of preventative health services in Gunnison County is good or excellent • Number of family planning visits provided • Percentage of pregnant women who receive early prenatal care during the first trimester. • Maximum percentage of children who experience abuse or neglect (founded cases) • Minimum percentage of children with a Child Welfare case that will not be repeated within 1 year • Minimum percentage of children in Gunnison and Hinsdale Counties who have not experienced severe abuse or neglect • Percentge of infants/young children (0-3 years) who receive services for developmental disabilities • Percentage of children who have received all required immunizations upon entering school • Percentage of children who are enrolled in licensed childcare centers and preschools, kindergarten and Part C (0-6 years old) • Number of children served • Number of in-home visits conducted • Number of children anticipated to live in Gunnison/Hinsdale Counties • Number of referrals for Child and Family Services anticipated • Number of in-home visits expected to be required • Number of community outreach sessions requested/required • Cost per child provided services by Child Welfare team in Child and Family Services • Cost per child provided services by Public Health team in Child and Family Services

Child Support Program

Element	Summary Views	Detail Views
Scorecard	• Child Support Program	
Measures		• Template Measure (Monthly, Percentage) • Template Measure (Monthly, Number) • Template Measure (Quarterly, Percentage) • Template Measure (Quarterly, Number) • Template Measure (Semi-Annual, Percentage) • Template Measure (Semi-Annual, Number) • Template Measure (Annual, Percentage) • Template Measure (Annual, Number) • Child support dollars collected • Percentage of current court-ordered support dollars paid • Percentage of child support arrears cases that receive a payment during the State fiscal year • Number of families that receive child support payments • Number of eligible families with an open child support services case that expect to be served • Minimum dollar amount collected for each program dollar spent

Community Leadership Program

Element	Summary Views	Detail Views
Scorecard	• Community Leadership Program	
Measures		• Number of food service facility inspections completed • Number of food service facility inspections expected to be required • Cost per food service facility inspection provided • Number of community private wells tested. • Number of community private wells in County expected to be tested • Percentage of policy recommendations adopted • Percentage of Community Health Plan milestones (Public Health Improvement Plan) accomplished

Economic Security Program

Element	Summary Views	Detail Views
Scorecard	• Initiatives	

Measures		• Percentage of TANF applicants who leave the program due to other reasons besides case sanctions and noncompliance • Number of TANF enrolled cases • Number of TANF applications expected to be received • Percentage of all eligibility determinations for food assistance completed within 30 days. • Percentage of all eligibility determinations for medical assistance completed within 45 days. • Cost per application processed • Percentage of all eligibility determinations for basic cash assistance completed within 45 days. • Percentage of all eligibility determinations for TANF assistance completed within 45 days. • Number of medical assistance applications processed • Number of food assistance applications processed • Number of basic cash assistance applications processed • Number of food assistance applications expected to be received • Number of medical assistance applications expected to be received • Number of basic cash assistance applications expected to be processed

Program Coordination

Element	Summary Views	Detail Views
Scorecard	• Action Items	

Measures		• Number of client engagements/contacts completed • Number of client engagements/contacts expected to be requested/required • Percentage of clients served who report they 'strongly agree' or 'agree' that they were treated politely, courteously and respectfully at the front desk. • Percentage of clients served who report they 'strongly agree' or 'agree' that they were given information requested and/or referred to the appropriate service or resource • Percentage of clients served who report they 'strongly agree' or 'agree' that their needs were met in a timely manner or were given an appointment in a reasonable amount of time • Percentage of vital records audited by the State that meet all requirements • Number of internal referrals provided • Number of external referrals provided • Number of vital records issued • Number of insurance claims submitted • Number of internal referrals expected to be required/requested • Number of external referrals expected to be required/requested • Number of vital records expected to be required • Number of insurance claims expected to be submitted • Cost per client engagement/contact completed

Senior Health and Resources Program

Element	Summary Views	Detail Views
Scorecard	• Goals	

Measures		• Cost per senior or at-risk adult served • Percentage of respondents to the biennial Citizen Survey who state that access to services provided to seniors by Gunnison County is very easy or somewhat easy • Percentage of seniors served who are able to avoid nursing home placement and remain in their own home for one year or longer. • Percentge of seniors in the community who are not hospitalized due to influenza • Percentage of seniors served who report regular social connections • Number of senior influenza vaccinations provided • Number of seniors provided preventive health services • Number of at-risk adults provided special needs services • Number of adults/seniors provided adult protective services • Number of seniors and adults provided senior health and resources services • Number of seniors in Gunnison and Hinsdale Counties requiring senior influenza vaccinations

Families and individuals we serve will experience a higher level of services and better results as a consequence of integration of services and approaches

Health & Human Services

Description

Owner

Due Date

12/31/20

Collaborators

Analysis

Dec-21

By December 2017, identified Community Partnership Agreement(s) will be in place, to include team charter, identification of membership organizations, structure and roles, agreed-upon result measures, process expectations, etc., so that community members can experience a service delivery approach that is influential in creating a healthy community as described by the "Social Determinants of Health" Model

Health & Human Services

Description

Owner

Due Date

12/31/20

Collaborators

Analysis

Dec-21

By July 2018, facility space planning and construction will be complete and operational so that walk-in and phone inquiry customers can experience an integrated reception and initial engagement process

Health & Human Services

Description

Owner

Due Date

12/31/20

Collaborators

Analysis

Dec-21

By December 2018, department employees will have completed role-specific cross-training team content reviews, and hands-on sessions so that customers can experience a fully integrated customer access point

Health & Human Services

Description

Owner

Due Date

12/31/20

Collaborators

Analysis

Dec-21

By December 2018, the Family Multidisciplinary Pilot will be fully implemented so that children and their families, other community members, and performance partners can benefit from a cross-departmental, multidisciplinary team-based approach to evaluation and case management.

Health & Human Services

Description

Owner

Due Date

12/31/20

Collaborators

Analysis

Dec-21

By 2020, families in Gunnison County will be prosperous, thriving, and healthy

Health & Human Services

Description

Owner

Due Date

12/31/20

Collaborators

Analysis

Dec-21

By December 2017, 80% of activity results achieved

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

By December 2017, 80% of departmental strategic business plan activities, in which staff demonstrate competency using the County's database performance management system (MFR Live/Lumanas) in their work as indicated by system utilization rates and identified staff roles, so that customers can benefit from staff who have up-to-date knowledge of data, trends, and emergent issues

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

By December 2017, 80% of departmental strategic business plan activities will show that activity managers and staff conduct regularly scheduled activity performance stat sessions so that customers can benefit from staff ability to find relevant data, analyze it, use it to make decisions, and share it as appropriate with partners

Health & Human Services

Owner

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Collaborators

Goals

Analysis

2021

Recommendations

2021

By December 2018, 80% of strategic result milestones will be achieved in which milestone timelines indicate due dates in 2016-17 and/or strategic results 2016-2107 interim results are achieved as specified by implementation or project plans

Health & Human Services

Owner

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Collaborators

Goals

Analysis

2021

Recommendations

2021

17.2% (maximum) of children are living in poverty

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

99% (minimum) of children in Gunnison and Hinsdale Counties have not experienced severe abuse or neglect

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

90% (minimum) of children with a Child Welfare case will not be repeated within 1 year

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

1% (maximum) pediatric death rate due to preventable injuries or preventable illnesses

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

10% (maximum) teen-pregnancy rate

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

7% (maximum) of children aged 2-5 years and served by WIC are classified as obese

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

90% of children have received all required immunizations upon entering school

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

90% of children, at two years of age, are up-to-date in all required vaccinations

Health & Human Services

Owner

Collaborators

Goals

In accordance with the Colorado State Constitution and Colorado Revised Statutes, the Assessor's Office will continue to meet 100% of statutory deadlines for providing assessment deliverables and reports.

Analysis

2021

Recommendations

2021

Health and Human Services Performance Report (Dec-21)

Gunnison County

Child and Family Services Program

Friday, February 11th 2022, 3:29:21 pm

Child and Family Services Program

Child and Family Services Program

Program Purpose Statement

The purpose of the Child and Family Services Program is to provide health, education, prevention, assessment, family planning, protection and permanency services to adults, children and their families in Gunnison and Hinsdale Counties so they can thrive in safe, stable and permanent homes.

Performance Narrative

Program Key Results

- Percentage of children, at two years of age, who are up-to-date in all required vaccinations
- Maximum percentage of children aged 2-5 years and served by WIC who are identified as obese
- Maximum teen-pregnancy rate
- Percentage of respondents to the biennial Citizen Survey who state that the availability of preventative health services in Gunnison County is good or excellent
- Percentage of pregnant women who receive early prenatal care during the first trimester.
- Maximum percentage of children who experience abuse or neglect (founded cases)
- Minimum percentage of children with a Child Welfare case that will not be repeated within 1 year
- Minimum percentage of children in Gunnison and Hinsdale Counties who have not experienced severe abuse or neglect
- Percentge of infants/young children (0-3 years) who receive services for developmental disabilities
- Percentage of children who have received all required immunizations upon entering school
- Percentage of children who are enrolled in licensed childcare centers and preschools, kindergarten and Part C (0-6 years old)

Activities	Measures	Analysis
Child and Family Services	Percentage of children, at two years of age, who are up-to-date in all required vaccinations	
	Maximum percentage of children aged 2-5 years and served by WIC who are identified as obese	
	Number of immunizations provided.	
	Number of Women, Infant and Children (WIC) clients served	
	Percentage of family planning clients served who are male	

Activities	Measures	Analysis
	Maximum teen-pregnancy rate	
	Number of reported disease investigations conducted	
	Percentage of respondents to the biennial Citizen Survey who state that the availability of preventative health services in Gunnison County is good or excellent	
	Number of family planning visits provided	
	Percentage of pregnant women who receive early prenatal care during the first trimester.	
	Maximum percentage of children who experience abuse or neglect (founded cases)	
	Minimum percentage of children with a Child Welfare case that will not be repeated within 1 year	
	Minimum percentage of children in Gunnison and Hinsdale Counties who have not experienced severe abuse or neglect	
	Percentge of infants/young children (0-3 years) who receive services for developmental disabilities	
	Percentage of children who have received all required immunizations upon entering school	
	Percentage of children who are enrolled in licensed childcare centers and preschools, kindergarten and Part C (0-6 years old)	
	Number of children served	
	Number of in-home visits conducted	
	Number of children anticipated to live in Gunnison/Hinsdale Counties	
	Number of referrals for Child and Family Services anticipated	
	Number of in-home visits expected to be required	
	Number of community outreach sessions requested/required	
	Cost per child provided services by Child Welfare team in Child and Family Services	
	Cost per child provided services by Public Health team in Child and Family Services	

Percentage of children, at two years of age, who are up-to-date in all required vaccinations

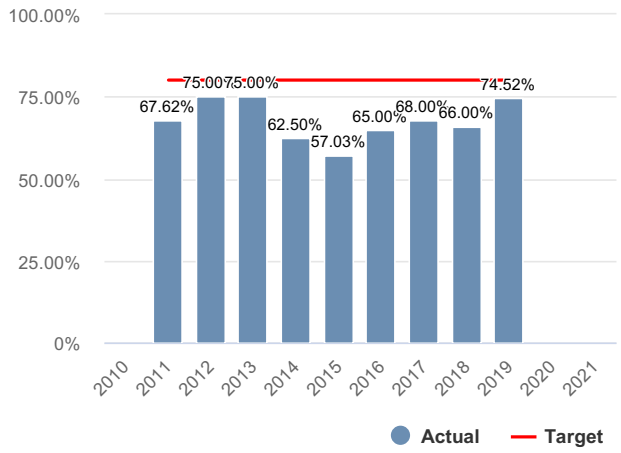
Child and Family Services Program

Description

Owner

Collaborators

Percentage of children, at two years of age, who are up-to-date in all required vaccinations



Analysis

2021

Maximum percentage of children aged 2-5 years and served by WIC who are identified as obese

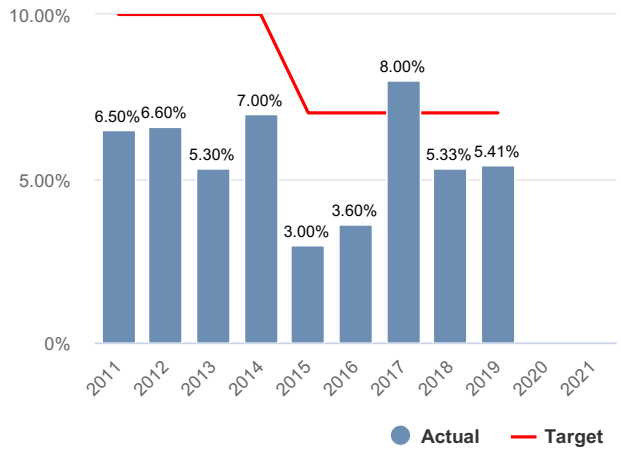
Child and Family Services Program

Description

Owner

Collaborators

Maximum percentage of children aged 2-5 years and served by WIC who are identified as obese



Analysis

2021

Number of immunizations provided.

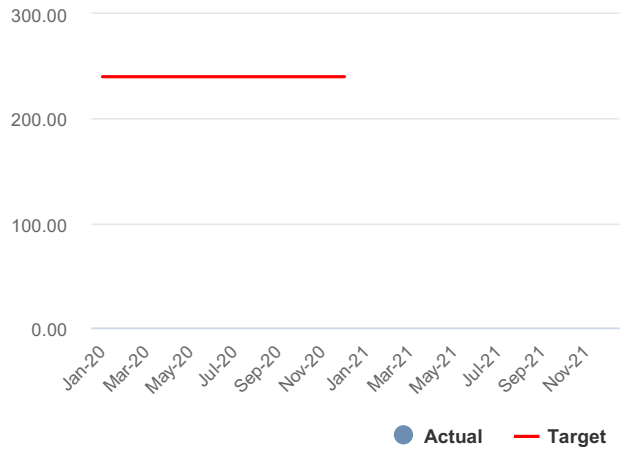
Child and Family Services Program

Description

Owner

Collaborators

Number of immunizations provided.



Analysis

Dec-21

Number of Women, Infant and Children (WIC) clients served

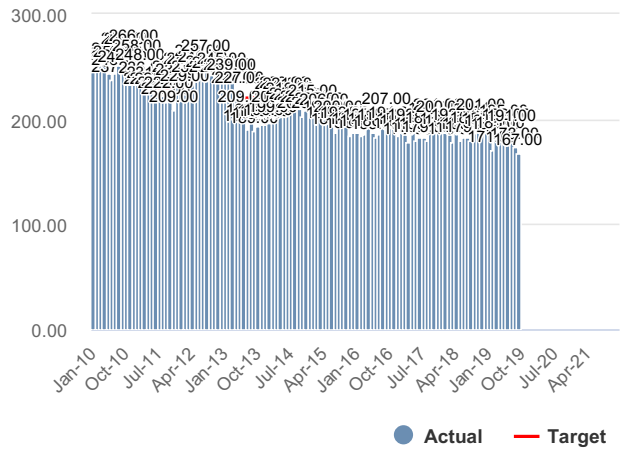
Child and Family Services Program

Description

Owner

Collaborators

Number of Women, Infant and Children (WIC) clients served



Analysis

Dec-21

Percentage of family planning clients served who are male

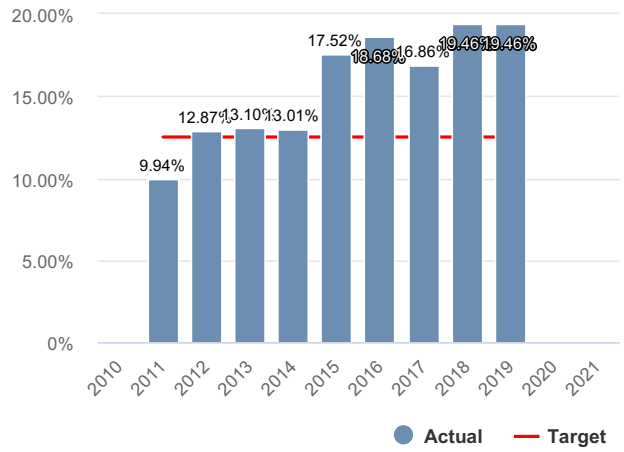
Child and Family Services Program

Description

Owner

Collaborators

Percentage of family planning clients served who are male



Analysis

2021

Maximum teen-pregnancy rate

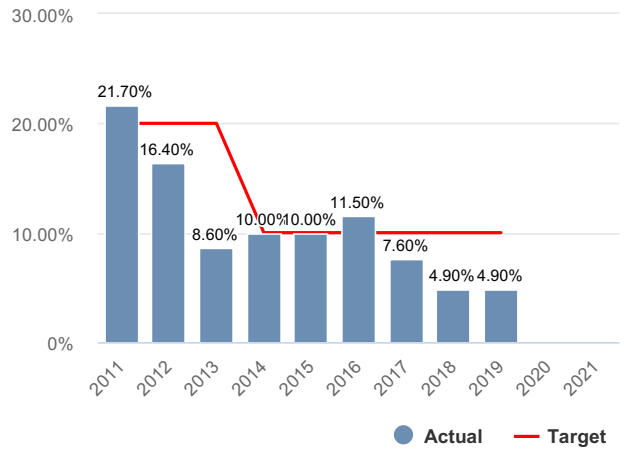
Child and Family Services Program

Description

Owner

Collaborators

Maximum teen-pregnancy rate



Analysis

2021

Number of reported disease investigations conducted

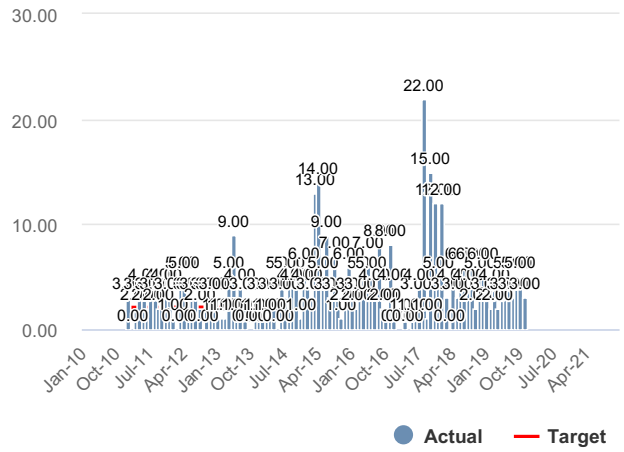
Child and Family Services Program

Description

Owner

Collaborators

Number of reported disease investigations conducted



Analysis

Dec-21

Percentage of respondents to the biennial Citizen Survey who state that the availability of preventative health services in Gunnison County is good or excellent

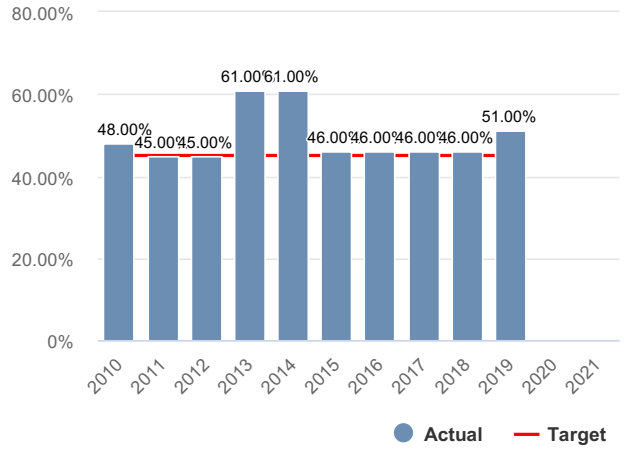
Child and Family Services Program

Description

Owner

Collaborators

Percentage of respondents to the biennial Citizen Survey who state that the availability of preventative health services in Gunnison County is good or excellent



Analysis

2021

Number of family planning visits provided

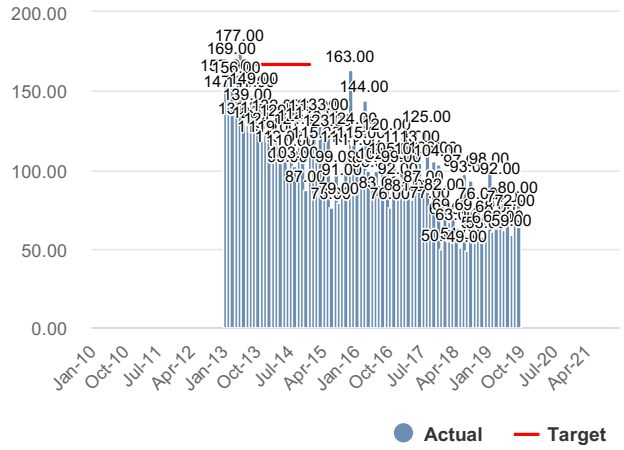
Child and Family Services Program

Description

Owner

Collaborators

Number of family planning visits provided



Analysis

Dec-21

Percentage of pregnant women who receive early prenatal care during the first trimester.

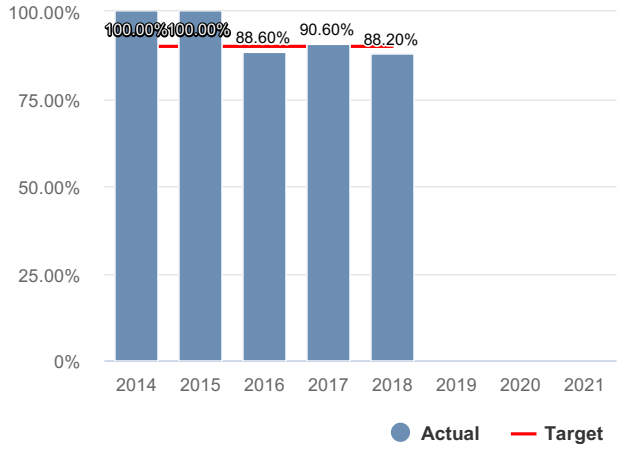
Child and Family Services Program

Description

Owner

Collaborators

Percentage of pregnant women who receive early prenatal care during the first trimester.



Analysis

2021

Maximum percentage of children who experience abuse or neglect (founded cases)

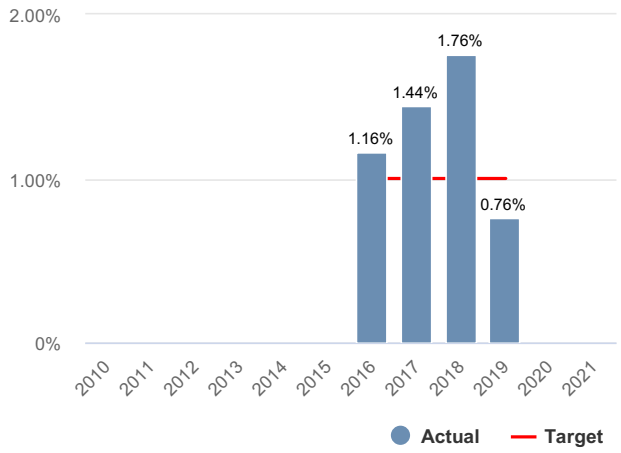
Child and Family Services Program

Description

Owner

Collaborators

Maximum percentage of children who experience abuse or neglect (founded cases)



Analysis

2021

Minimum percentage of children with a Child Welfare case that will not be repeated within 1 year

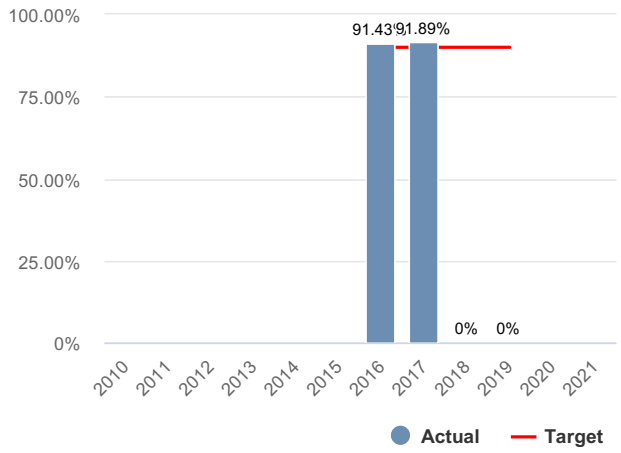
Child and Family Services Program

Description

Owner

Collaborators

Minimum percentage of children with a Child Welfare case that will not be repeated within 1 year



Analysis

2021

Minimum percentage of children in Gunnison and Hinsdale Counties who have not experienced severe abuse or neglect

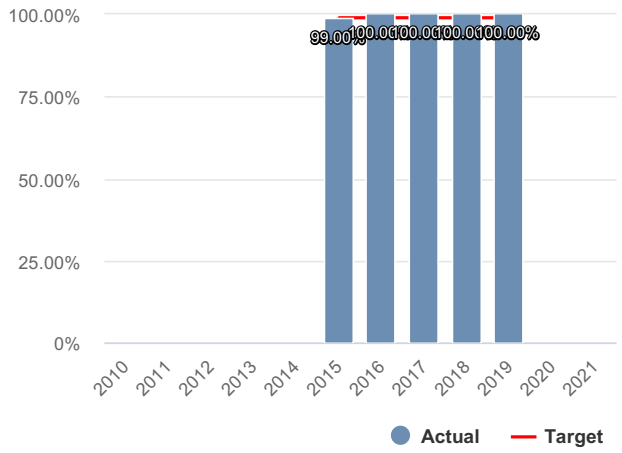
Child and Family Services Program

Description

Owner

Collaborators

Minimum percentage of children in Gunnison and Hinsdale Counties who have not experienced severe abuse or neglect



Analysis

2021

Percentge of infants/young children (0-3 years) who receive services for developmental disabilities

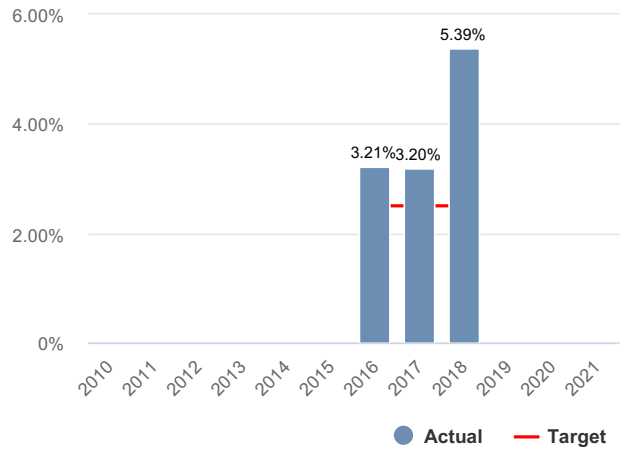
Child and Family Services Program

Description

Owner

Collaborators

Percentge of infants/young children (0-3 years) who receive services for developmental disabilities



Analysis

2021

Percentage of children who have received all required immunizations upon entering school

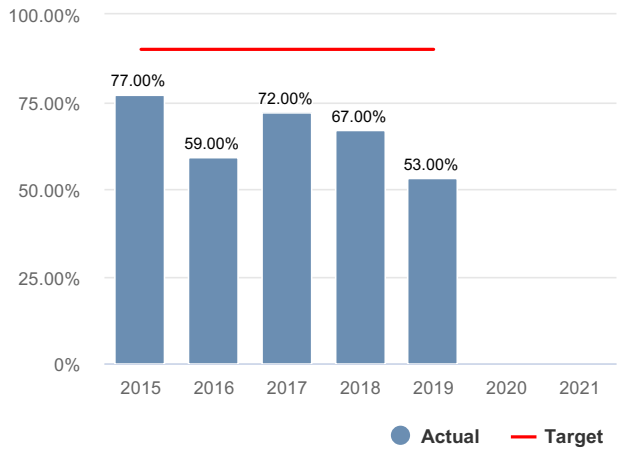
Child and Family Services Program

Description

Owner

Collaborators

Percentage of children who have received all required immunizations upon entering school



Analysis

2021

Percentage of children who are enrolled in licensed childcare centers and preschools, kindergarten and Part C (0-6 years old)

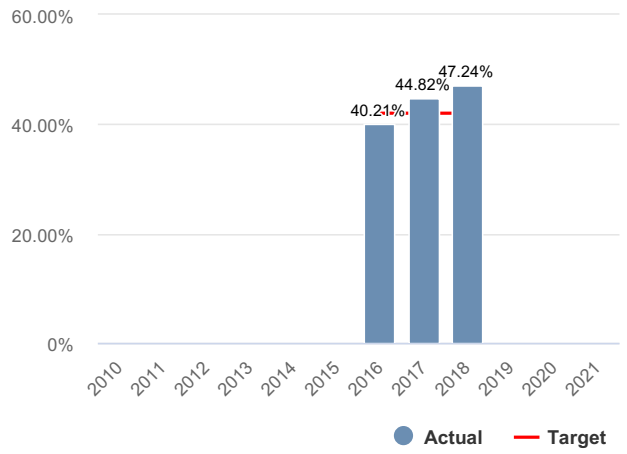
Child and Family Services Program

Description

Owner

Collaborators

Percentage of children who are enrolled in licensed childcare centers and preschools, kindergarten and Part C (0-6 years old)



Analysis

2021

Number of children served

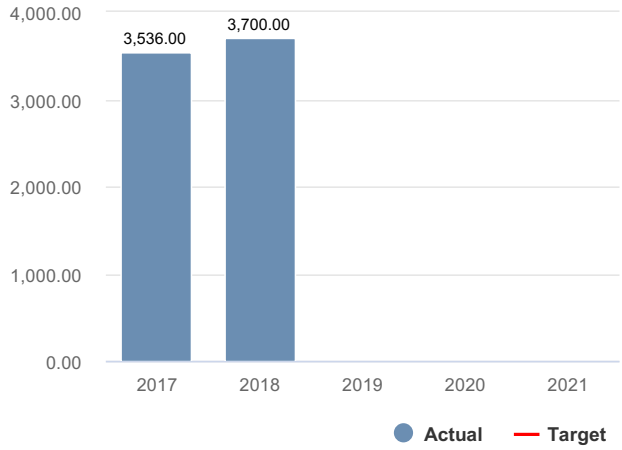
Child and Family Services Program

Description

Owner

Collaborators

Number of children served



Analysis

2021

Number of in-home visits conducted

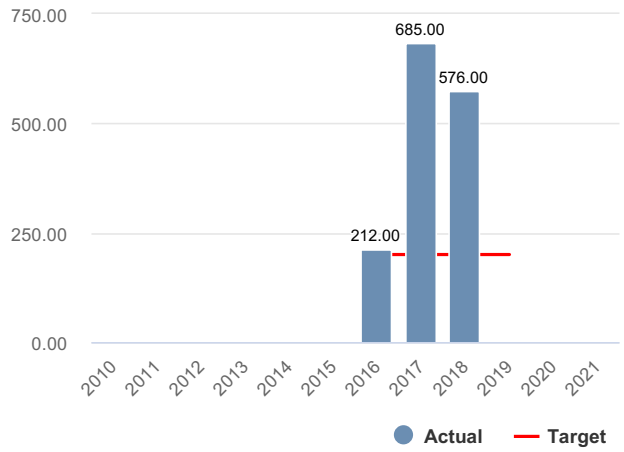
Child and Family Services Program

Description

Owner

Collaborators

Number of in-home visits conducted



Analysis

2021

Number of children anticipated to live in Gunnison/Hinsdale Counties

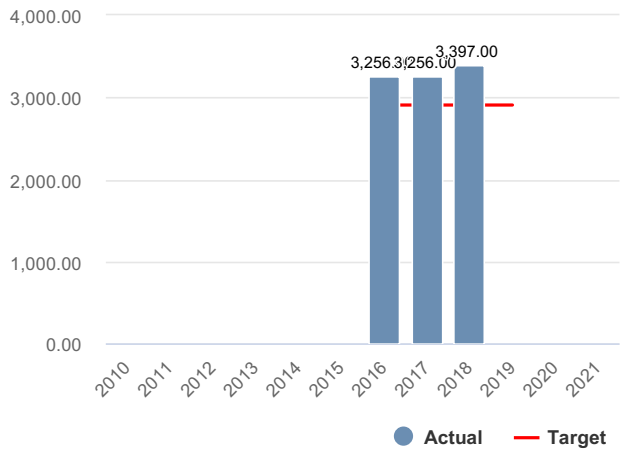
Child and Family Services Program

Description

Owner

Collaborators

Number of children anticipated to live in Gunnison/Hinsdale Counties



Analysis

2021

Number of referrals for Child and Family Services anticipated

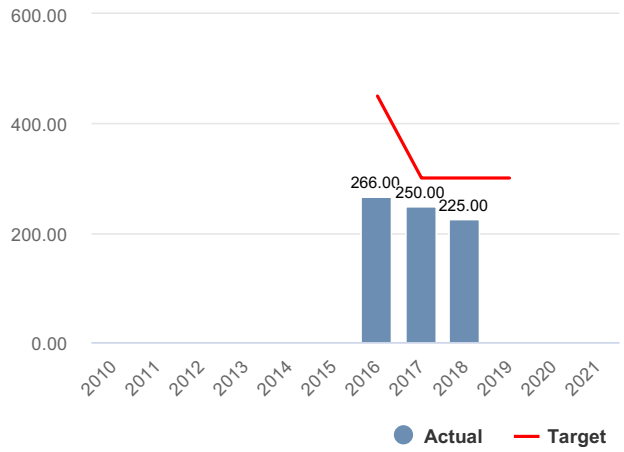
Child and Family Services Program

Description

Owner

Collaborators

Number of referrals for Child and Family Services anticipated



Analysis

2021

Number of in-home visits expected to be required

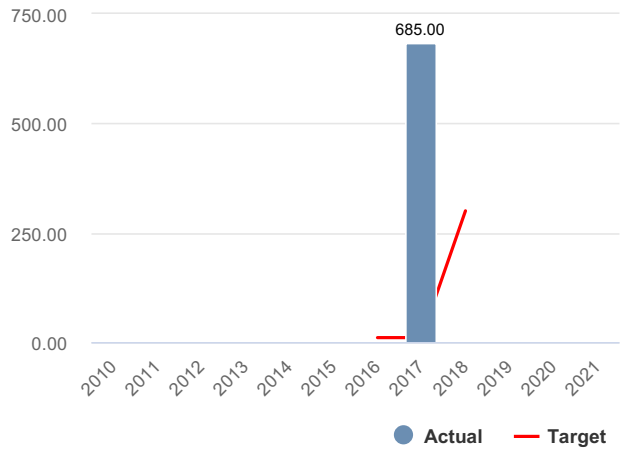
Child and Family Services Program

Description

Owner

Collaborators

Number of in-home visits expected to be required



Analysis

2021

Number of community outreach sessions requested/required

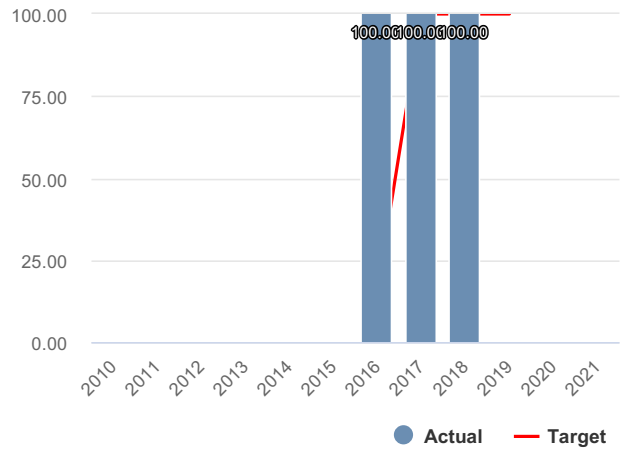
Child and Family Services Program

Description

Owner

Collaborators

Number of community outreach sessions requested/required



Analysis

2021

Cost per child provided services by Child Welfare team in Child and Family Services

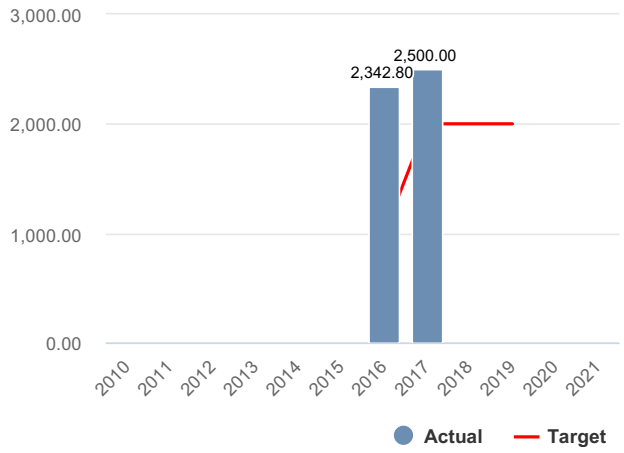
Child and Family Services Program

Description

Owner

Collaborators

Cost per child provided services by Child Welfare team in Child and Family Services



Analysis

2021

Cost per child provided services by Public Health team in Child and Family Services

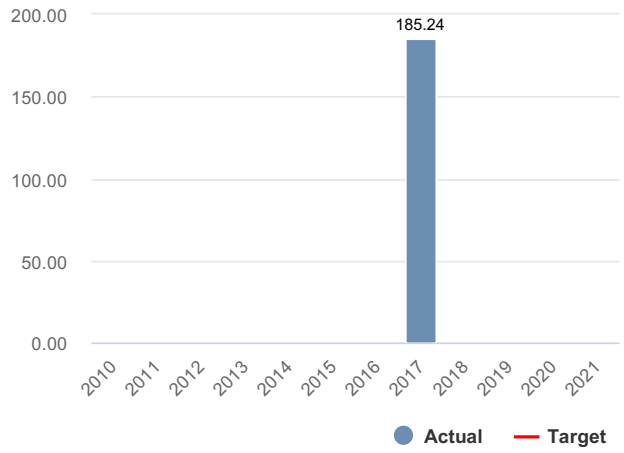
Child and Family Services Program

Description

Owner

Collaborators

Cost per child provided services by Public Health team in Child and Family Services



Analysis

2021

Health and Human Services Performance Report (Dec-21)

Gunnison County

Child Support Program

Friday, February 11th 2022, 3:31:18 pm

Child Support Program

Child Support Program

Program Purpose Statement

The purpose of the Child Support Program is to provide court-ordered establishment and enforcement services to families so they can achieve and maintain compliance and the children can experience the support of both parents.

Performance Narrative

Program Key Results

- Percentage of current court-ordered support dollars paid

Activities	Measures	Analysis
Child Support Services	Child support dollars collected	
	Percentage of current court-ordered support dollars paid	
	Percentage of child support arrears cases that receive a payment during the State fiscal year	
	Number of families that receive child support payments	
	Number of eligible families with an open child support services case that expect to be served	
	Minimum dollar amount collected for each program dollar spent	

Template Measure (Monthly, Percentage)

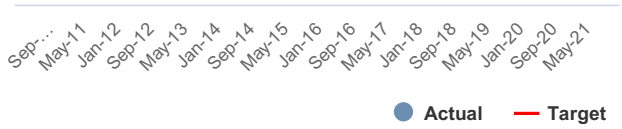
Child Support Program

Description

Owner

Template Measure (Monthly)

Collaborators



Analysis

Dec-21

Template Measure (Monthly, Number)

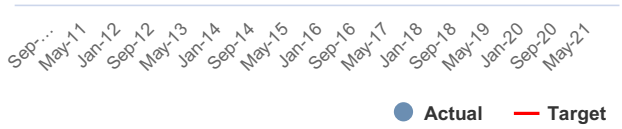
Child Support Program

Description

Owner

Template Measure (Monthly)

Collaborators



Actual Target

Analysis

Dec-21

Template Measure (Quarterly, Percentage)

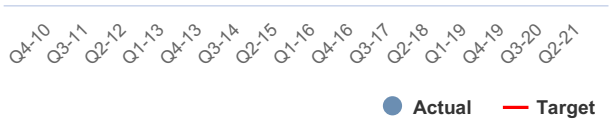
Child Support Program

Description

Owner

Template Measure (Quarterly)

Collaborators



Analysis

Q4-21

Template Measure (Quarterly, Number)

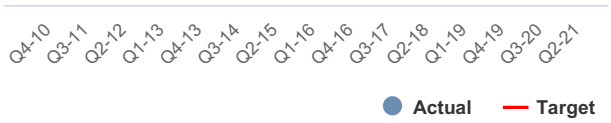
Child Support Program

Description

Owner

Template Measure (Monthly)

Collaborators



Analysis

Q4-21

Template Measure (Semi-Annual, Percentage)

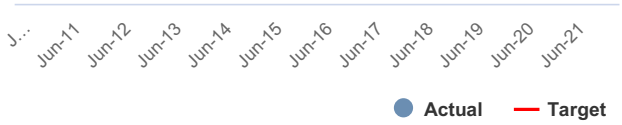
Child Support Program

Description

Owner

Template Measure (Quarterly)

Collaborators



Analysis

Dec-21

Template Measure (Semi-Annual, Number)

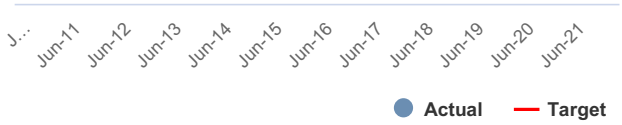
Child Support Program

Description

Owner

Template Measure (Monthly)

Collaborators



Analysis

Dec-21

Template Measure (Annual, Percentage)

Child Support Program

Description

Owner

Template Measure (Annual)

Collaborators

Analysis

2021

Template Measure (Annual, Number)

Child Support Program

Description

Owner

Template Measure (Monthly)

Collaborators

Analysis

2021

Child support dollars collected

Child Support Program

Description

Owner

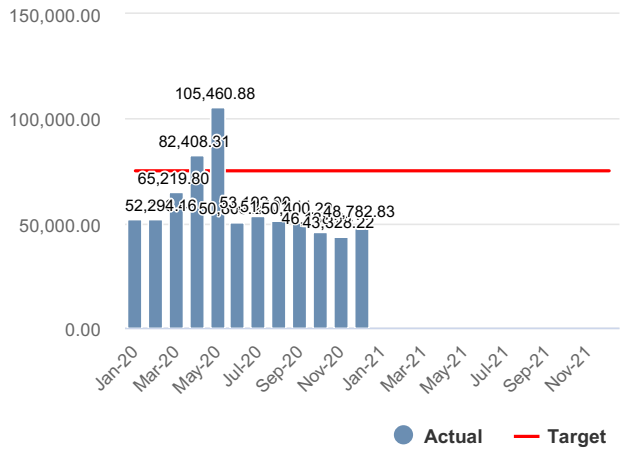
Brad Wheaton (Health & Human Services)

Collaborators

Randy Morgan (Health & Human Services)

Shelley Tucker (Health & Human Services)

Child support dollars collected



Analysis

Dec-21

Percentage of current court-ordered support dollars paid

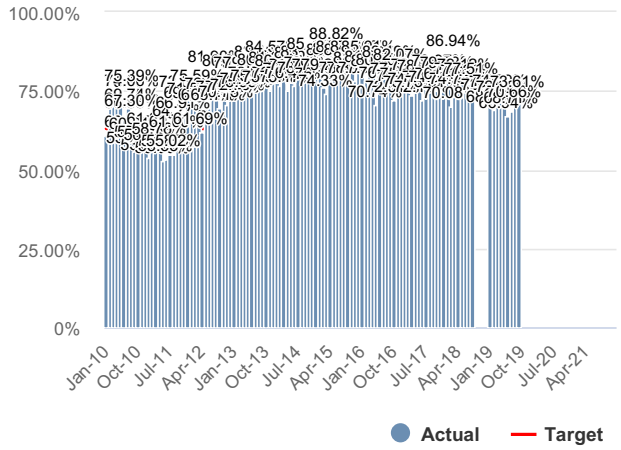
Child Support Program

Description

Owner

Collaborators

Percentage of current court-ordered support dollars paid



Analysis

Dec-21

Percentage of child support arrears cases that receive a payment during the State fiscal year

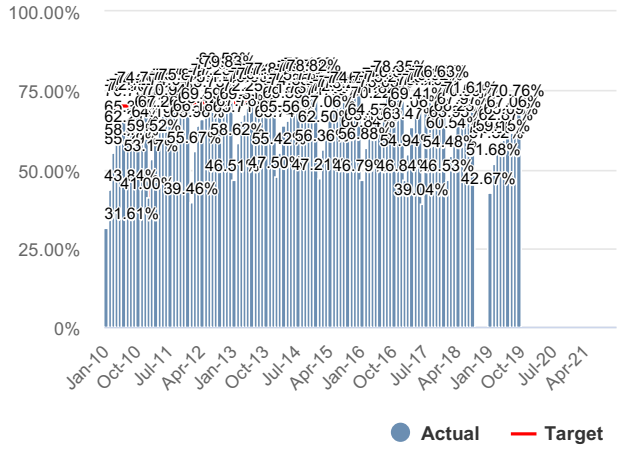
Child Support Program

Description

Owner

Collaborators

Percentage of child support arrears cases that receive a payment during the State fiscal year



Analysis

Dec-21

Number of families that receive child support payments

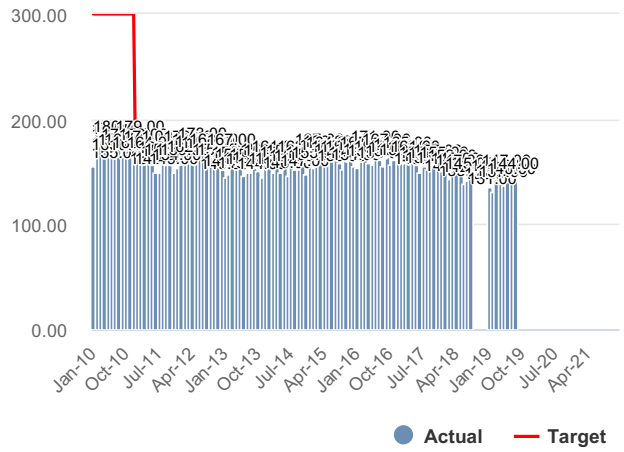
Child Support Program

Description

Owner

Collaborators

Number of families that receive child support payments



Analysis

Dec-21

Number of eligible families with an open child support services case that expect to be served

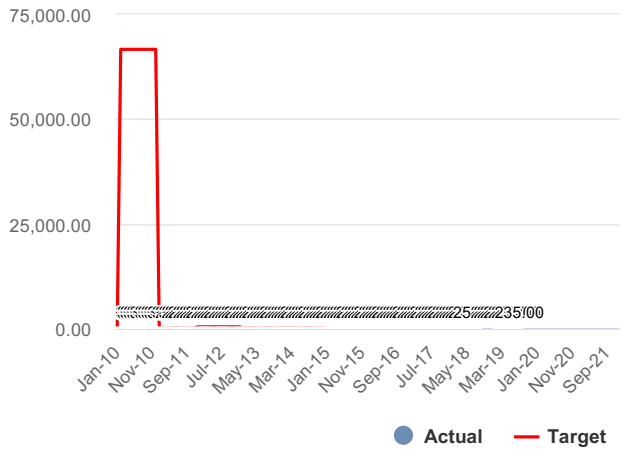
Child Support Program

Description

Owner

Collaborators

Number of eligible families with an open child support services case that expect to be served



Analysis

Dec-21

Minimum dollar amount collected for each program dollar spent

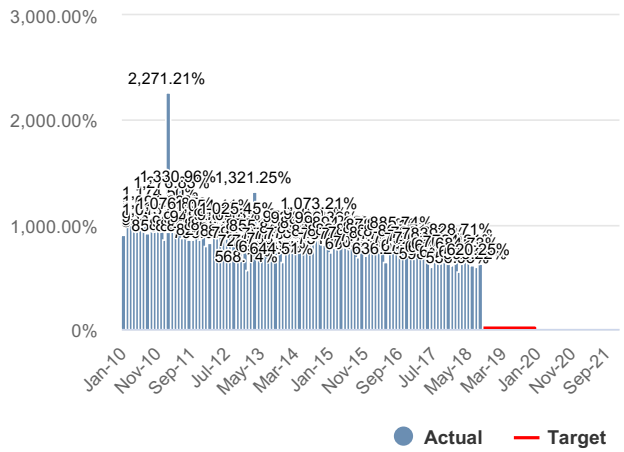
Child Support Program

Description

Owner

Collaborators

Minimum dollar amount collected for each program dollar spent



Analysis

Dec-21

Health and Human Services Performance Report (Dec-21)

Gunnison County
Community Leadership Program
Friday, February 11th 2022, 3:32:29 pm

Community Leadership Program

Community Leadership Program

Program Purpose Statement

The purpose of the Community Leadership Program is to provide community and department leadership, models and best practices, and organization development services to community leaders and County staff so they can achieve optimal health and wellness outcomes and improve community health.

Performance Narrative

Program Key Results

- Percentage of policy recommendations adopted
- Percentage of Community Health Plan milestones (Public Health Improvement Plan) accomplished

Activities	Measures	Analysis
Community Leadership	Number of food service facility inspections completed	
	Number of food service facility inspections expected to be required	
	Cost per food service facility inspection provided	
	Number of community private wells tested.	
	Number of community private wells in County expected to be tested	
	Percentage of policy recommendations adopted	
	Percentage of Community Health Plan milestones (Public Health Improvement Plan) accomplished	

Number of food service facility inspections completed

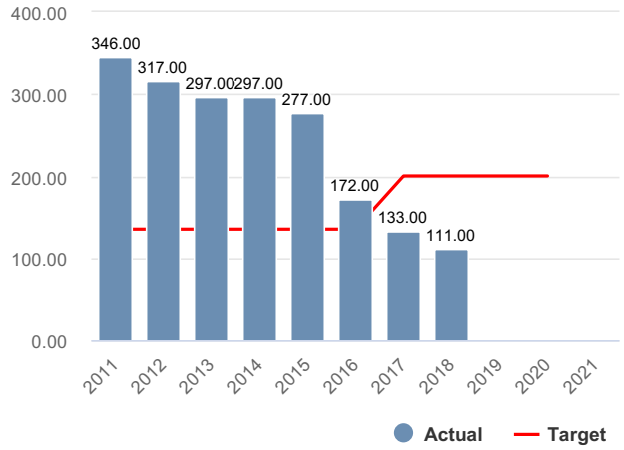
Community Leadership Program

Description

Owner

Collaborators

Number of food service facility inspections completed



Analysis

2021

Number of food service facility inspections expected to be required

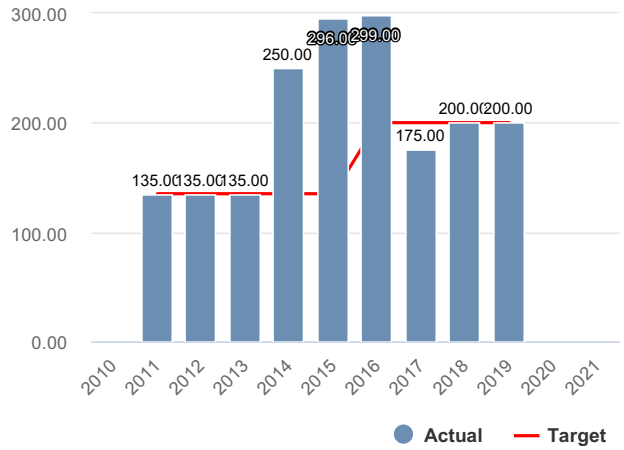
Community Leadership Program

Description

Owner

Collaborators

Number of food service facility inspections expected to be required



Analysis

2021

Cost per food service facility inspection provided

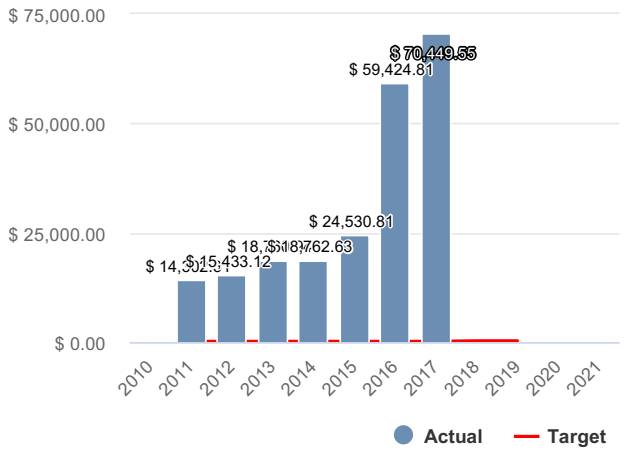
Community Leadership Program

Description

Owner

Collaborators

Cost per food service facility inspection provided



Analysis

2021

Number of community private wells tested.

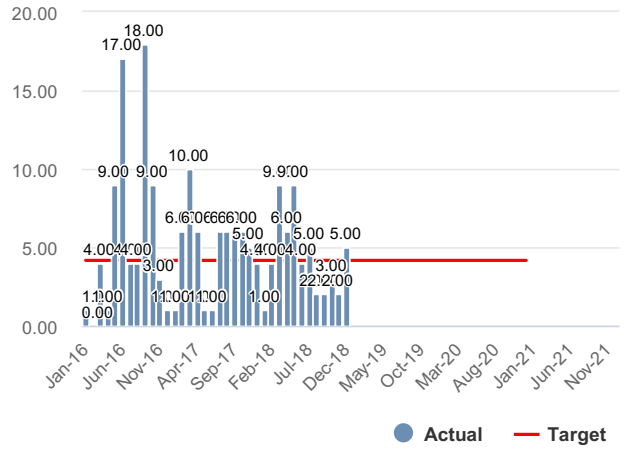
Community Leadership Program

Description

Owner

Collaborators

Number of community private wells tested



Analysis

Dec-21

Number of community private wells in County expected to be tested

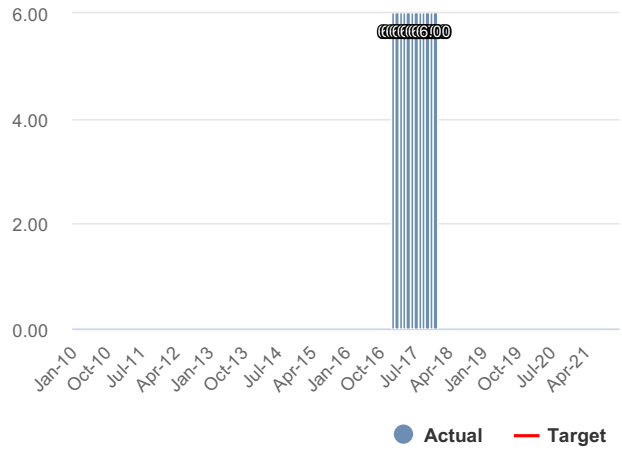
Community Leadership Program

Description

Owner

Collaborators

Number of community private wells in County expected to be tested



Analysis

Dec-21

Percentage of policy recommendations adopted

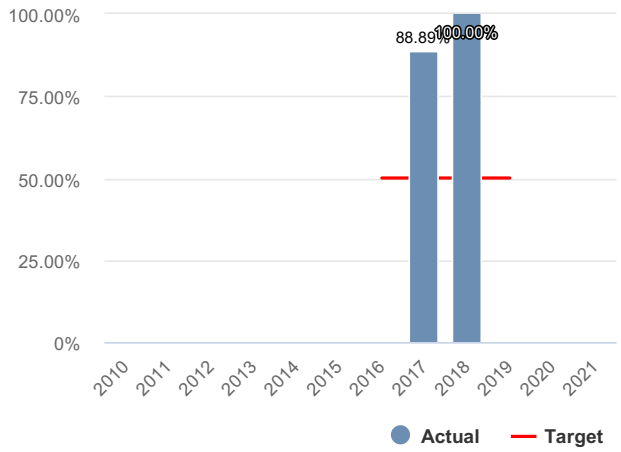
Community Leadership Program

Description

Owner

Collaborators

Percentage of policy recommendations adopted



Analysis

2021

Percentage of Community Health Plan milestones (Public Health Improvement Plan) accomplished

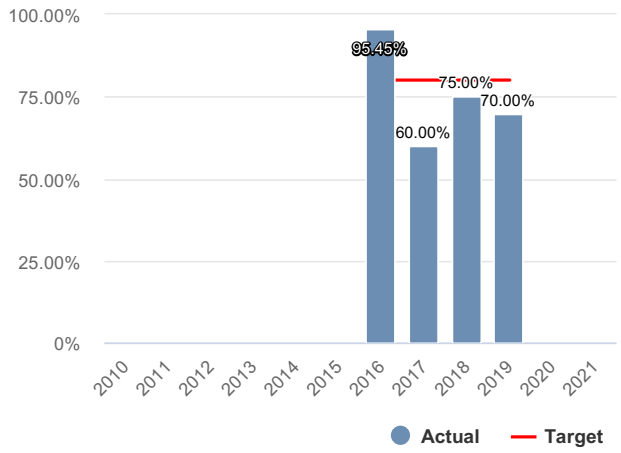
Community Leadership Program

Description

Owner

Collaborators

Percentage of Community Health Plan milestones (Public Health Improvement Plan) accomplished



Analysis

2021

Health and Human Services Performance Report (Dec-21)

Gunnison County

Economic Security Program

Friday, February 11th 2022, 3:33:06 pm

Economic Security Program

Economic Security Program

Program Purpose Statement

The purpose of the Economic Security Program is to provide advocacy, health coverage, and nutritional and economic support services to individuals, children and families of our community so they can improve economic stability, self-sufficiency, access to healthcare, nutritional health and family stability.

Performance Narrative

Program Key Results

- Percentage of TANF applicants who leave the program due to other reasons besides case sanctions and noncompliance
- Percentage of all eligibility determinations for food assistance completed within 30 days.
- Percentage of all eligibility determinations for medical assistance completed within 45 days.
- Percentage of all eligibility determinations for basic cash assistance completed within 45 days.
- Percentage of all eligibility determinations for TANF assistance completed within 45 days.

Activities	Measures	Analysis
Economic Security	Percentage of TANF applicants who leave the program due to other reasons besides case sanctions and noncompliance	
	Number of TANF enrolled cases	
	Number of TANF applications expected to be received	
	Percentage of all eligibility determinations for food assistance completed within 30 days.	
	Percentage of all eligibility determinations for medical assistance completed within 45 days.	
	Cost per application processed	
	Percentage of all eligibility determinations for basic cash assistance completed within 45 days.	
	Percentage of all eligibility determinations for TANF assistance completed within 45 days.	
	Number of medical assistance applications processed	
	Number of food assistance applications processed	
	Number of basic cash assistance applications processed	

Activities	Measures	Analysis
	Number of food assistance applications expected to be received	
	Number of medical assistance applications expected to be received	
	Number of basic cash assistance applications expected to be processed	

Percentage of TANF applicants who leave the program due to other reasons besides case sanctions and noncompliance

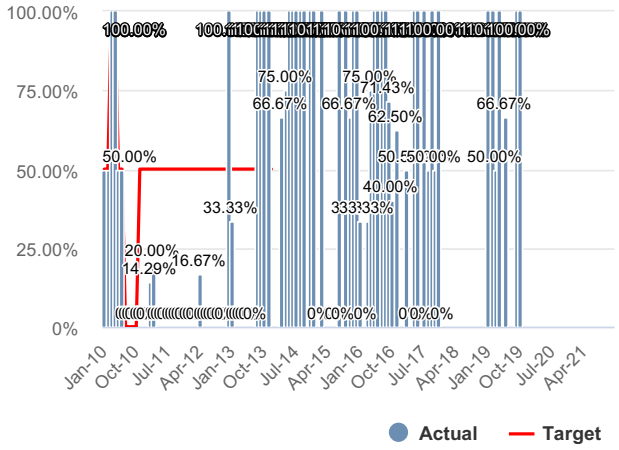
Economic Security Program

Description

Owner

Collaborators

Percentage of TANF applicants who leave the program due to other reasons besides case sanctions and noncompliance



Analysis

Dec-21

Number of TANF enrolled cases

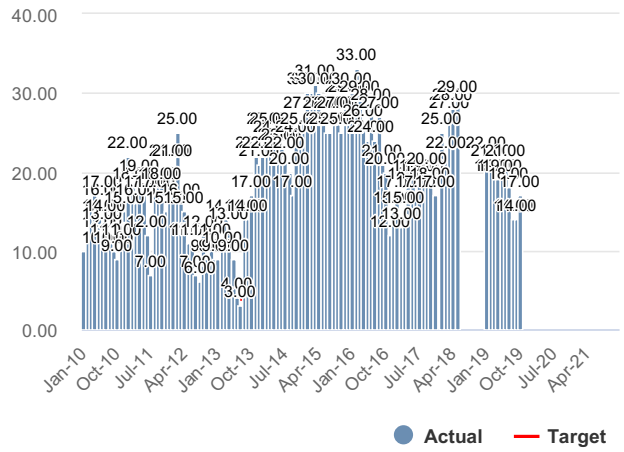
Economic Security Program

Description

Owner

Collaborators

Number of TANF enrolled cases



Analysis

Dec-21

Number of TANF applications expected to be received

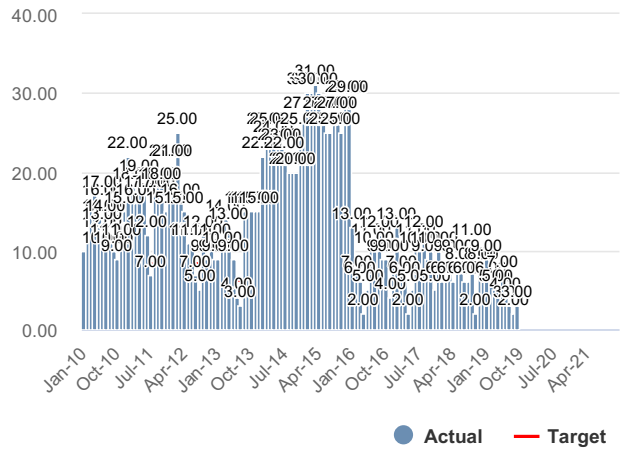
Economic Security Program

Description

Owner

Collaborators

Number of TANF applications expected to be received



Analysis

Dec-21

Percentage of all eligibility determinations for food assistance completed within 30 days.

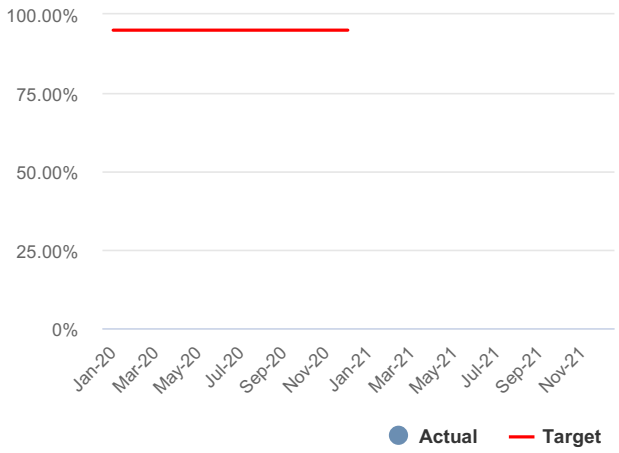
Economic Security Program

Description

Owner

Collaborators

Percentage of all eligibility determinations for food assistance completed within 30 days.



Analysis

Dec-21

Percentage of all eligibility determinations for medical assistance completed within 45 days.

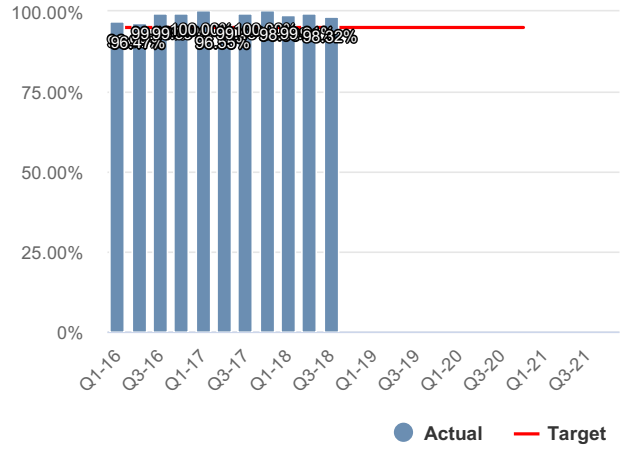
Economic Security Program

Description

Owner

Collaborators

Percentage of all eligibility determinations for medical assistance completed within 45 days



Analysis

Q4-21

Cost per application processed

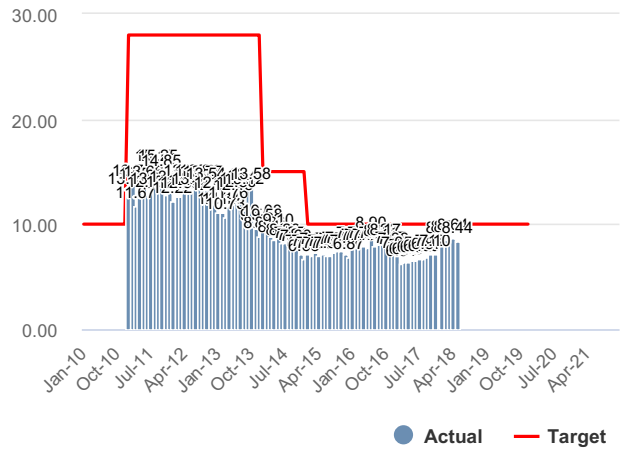
Economic Security Program

Description

Owner

Collaborators

Cost per application processed



Analysis

Dec-21

Percentage of all eligibility determinations for basic cash assistance completed within 45 days.

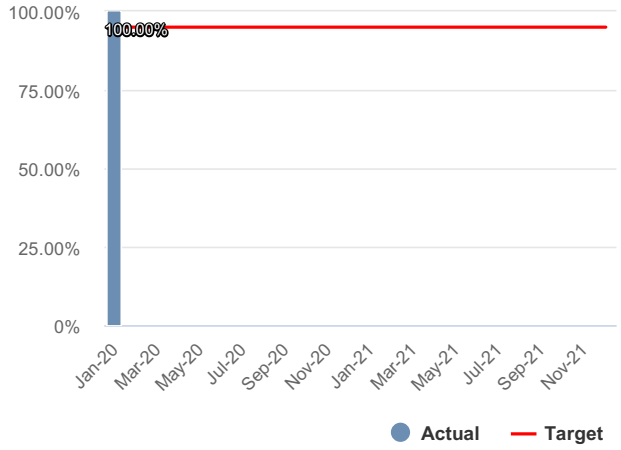
Economic Security Program

Description

Owner

Collaborators

Percentage of all eligibility determinations for basic cash assistance completed within 45 days.



Analysis

Dec-21

Percentage of all eligibility determinations for TANF assistance completed within 45 days.

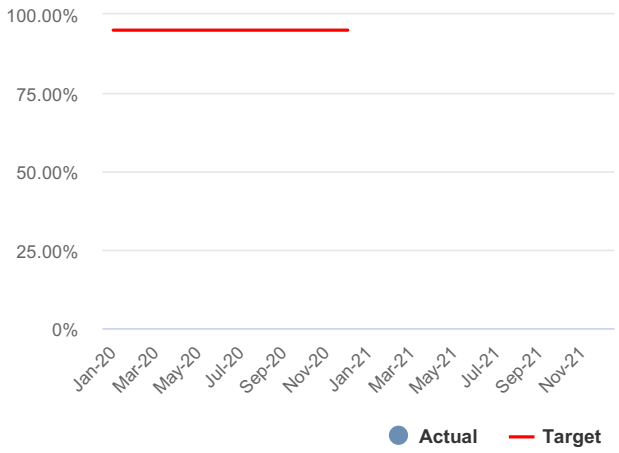
Economic Security Program

Description

Owner

Collaborators

Percentage of all eligibility determinations for TANF assistance completed within 45 days.



Analysis

Dec-21

Number of medical assistance applications processed

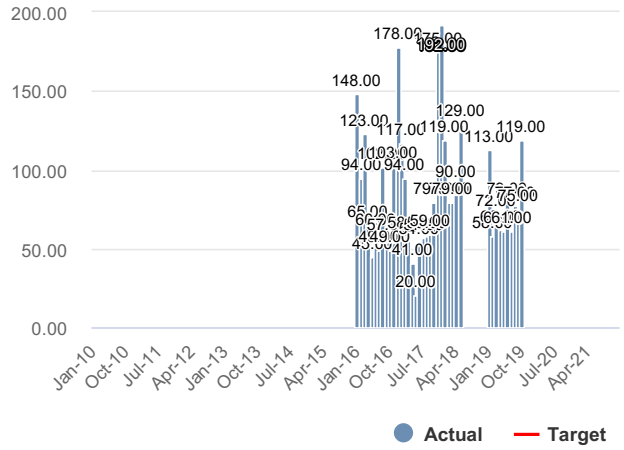
Economic Security Program

Description

Owner

Collaborators

Number of medical assistance applications processed



Analysis

Dec-21

Number of food assistance applications processed

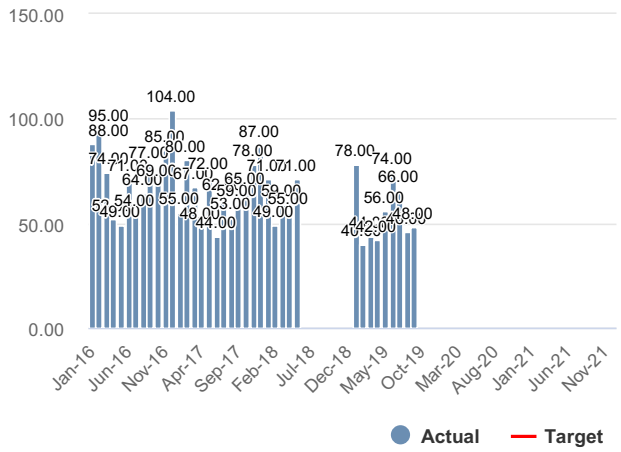
Economic Security Program

Description

Owner

Collaborators

Number of food assistance applications processed



Analysis

Dec-21

Number of basic cash assistance applications processed

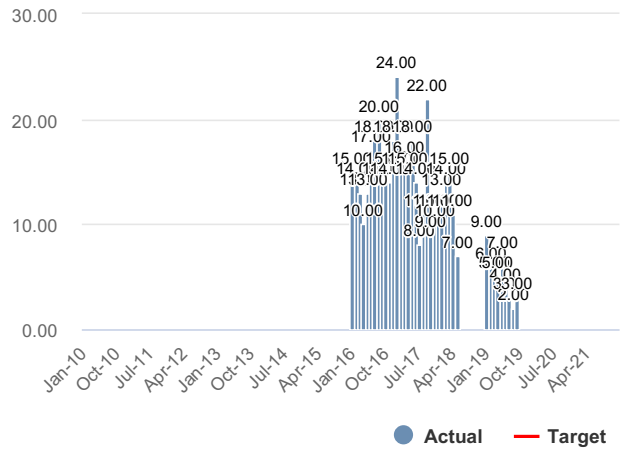
Economic Security Program

Description

Owner

Collaborators

Number of basic cash assistance applications processed



Analysis

Dec-21

Number of food assistance applications expected to be received

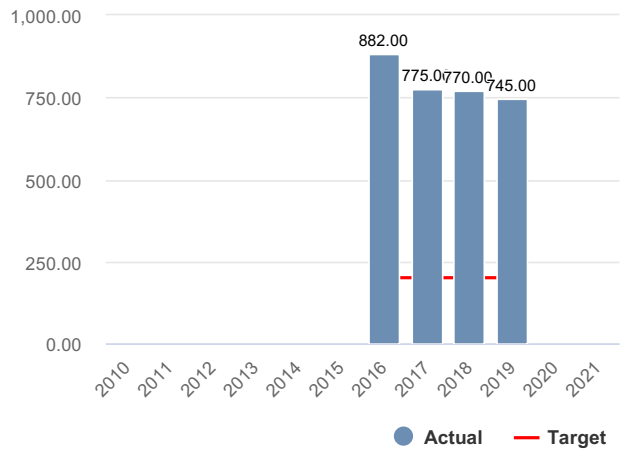
Economic Security Program

Description

Owner

Collaborators

Number of food assistance applications expected to be received



Analysis

2021

Number of medical assistance applications expected to be received

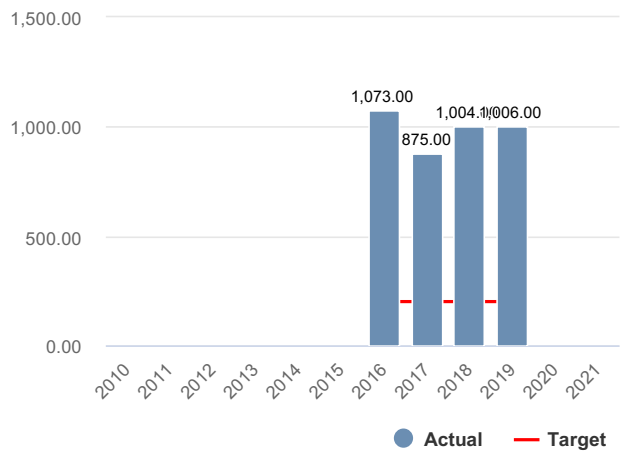
Economic Security Program

Description

Owner

Collaborators

Number of medical assistance applications expected to be received



Analysis

2021

Number of basic cash assistance applications expected to be processed

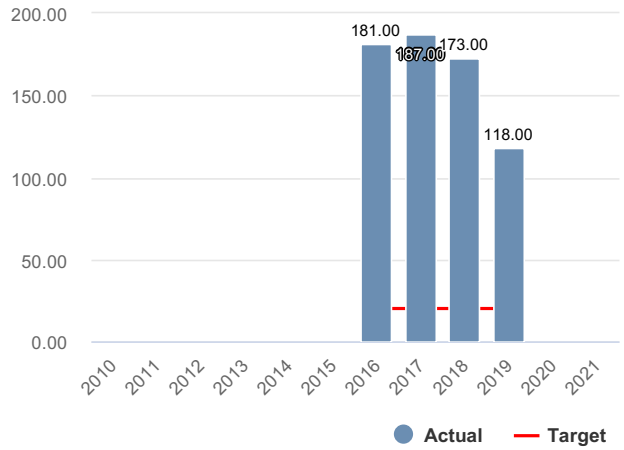
Economic Security Program

Description

Owner

Collaborators

Number of basic cash assistance applications expected to be processed



Analysis

2021

Health and Human Services Performance Report (Dec-21)

Gunnison County

Program Coordination

Friday, February 11th 2022, 3:34:13 pm

Program Coordination Program

Program Coordination

Program Purpose Statement

The purpose of the Program Coordination Program is to provide client screening and navigation services to individuals and families in Gunnison and Hinsdale Counties so they can have a supportive, positive and helpful initial and ongoing experience.

Performance Narrative

Program Key Results

- Percentage of clients served who report they 'strongly agree' or 'agree' that they were treated politely, courteously and respectfully at the front desk.
- Percentage of clients served who report they 'strongly agree' or 'agree' that they were given information requested and/or referred to the appropriate service or resource
- Percentage of clients served who report they 'strongly agree' or 'agree' that their needs were met in a timely manner or were given an appointment in a reasonable amount of time
- Percentage of vital records audited by the State that meet all requirements

Activities	Measures	Analysis
Program Coordination	Number of client engagements/contacts completed	
	Number of client engagements/contacts expected to be requested/required	
	Percentage of clients served who report they 'strongly agree' or 'agree' that they were treated politely, courteously and respectfully at the front desk.	
	Percentage of clients served who report they 'strongly agree' or 'agree' that they were given information requested and/or referred to the appropriate service or resource	
	Percentage of clients served who report they 'strongly agree' or 'agree' that their needs were met in a timely manner or were given an appointment in a reasonable amount of time	
	Percentage of vital records audited by the State that meet all requirements	
	Number of internal referrals provided	
	Number of external referrals provided	
	Number of vital records issued	
	Number of insurance claims submitted	
	Number of internal referrals expected to be required/requested	
	Number of external referrals expected to be required/requested	

Activities	Measures	Analysis
	Number of vital records expected to be required	
	Number of insurance claims expected to be submitted	
	Cost per client engagement/contact completed	

Number of client engagements/contacts completed

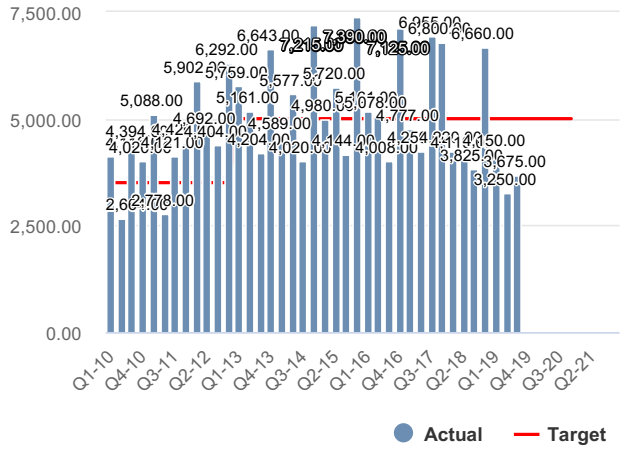
Program Coordination

Description

Owner

Collaborators

Number of client engagements/contacts completed



Analysis

Q4-21

Number of client engagements/contacts expected to be requested/required

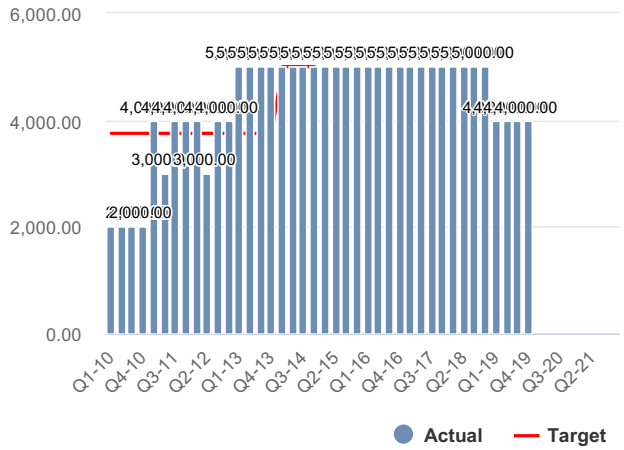
Program Coordination

Description

Owner

Collaborators

Number of client engagements/contacts expected to be requested/required



Analysis

Q4-21

Percentage of clients served who report they 'strongly agree' or 'agree' that they were treated politely, courteously and respectfully at the front desk.

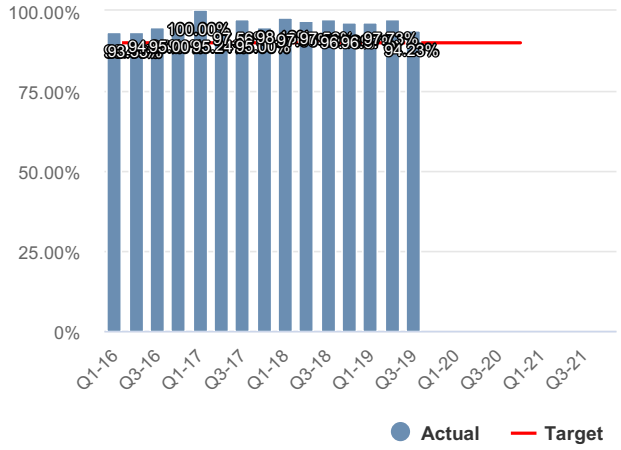
Program Coordination

Description

Owner

Collaborators

Percentage of clients served who report they 'strongly agree' or 'agree' that they were treated politely, courteously and respectfully at the front desk.



Analysis

Q4-21

Percentage of clients served who report they 'strongly agree' or 'agree' that they were given information requested and/or referred to the appropriate service or resource

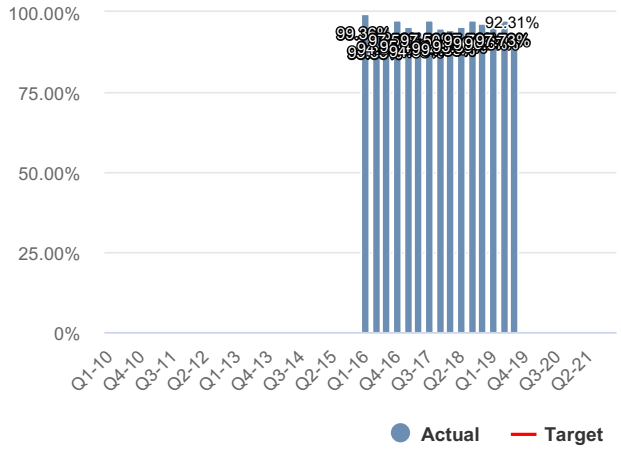
Program Coordination

Description

Owner

Collaborators

Percentage of clients served who report they 'strongly agree' or 'agree' that they were given information requested and/or referred to the appropriate service or resource



Analysis

Q4-21

Percentage of clients served who report they 'strongly agree' or 'agree' that their needs were met in a timely manner or were given an appointment in a reasonable amount of time

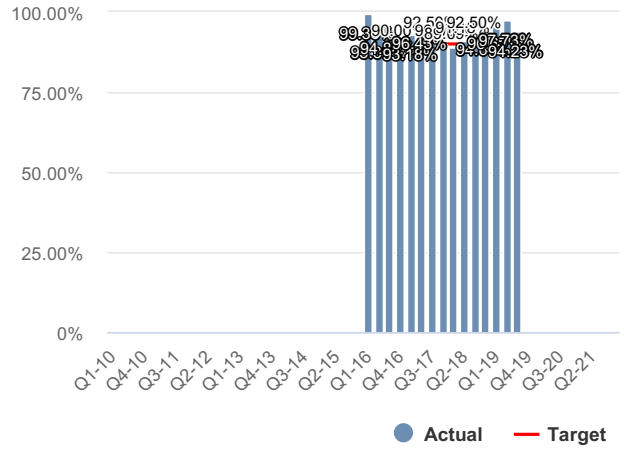
Program Coordination

Description

Owner

Collaborators

Percentage of clients served who report they 'strongly agree' or 'agree' that their needs were met in a timely manner or were given an appointment in a reasonable amount of time



Analysis

Q4-21

Percentage of vital records audited by the State that meet all requirements

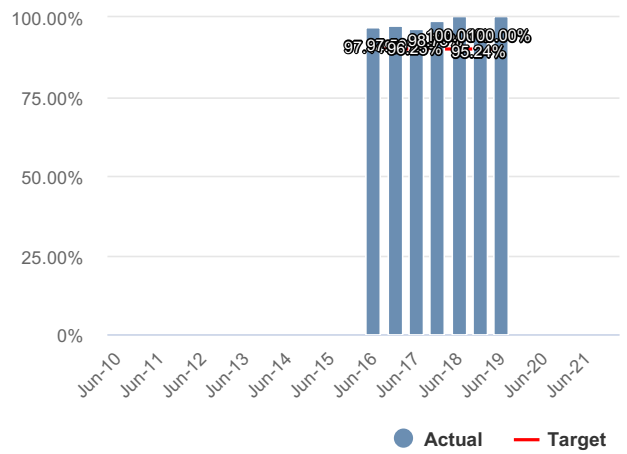
Program Coordination

Description

Owner

Collaborators

Percentage of vital records audited by the State that meet all requirements



Analysis

Dec-21

Number of internal referrals provided

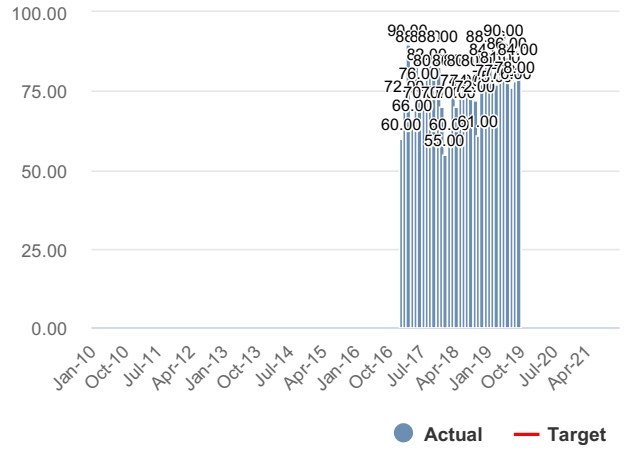
Program Coordination

Description

Owner

Collaborators

Number of internal referrals provided



Analysis

Dec-21

Number of external referrals provided

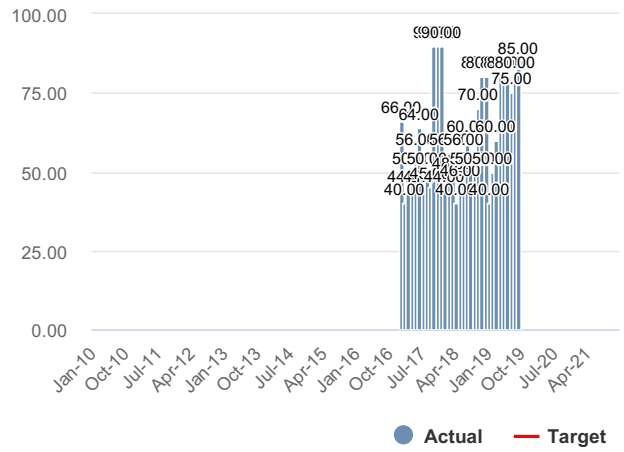
Program Coordination

Description

Owner

Collaborators

Number of external referrals provided



Analysis

Dec-21

Number of vital records issued

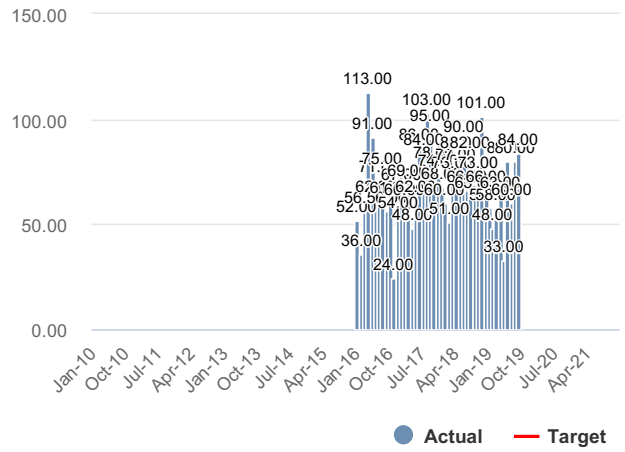
Program Coordination

Description

Owner

Collaborators

Number of vital records issued



Analysis

Dec-21

Number of insurance claims submitted

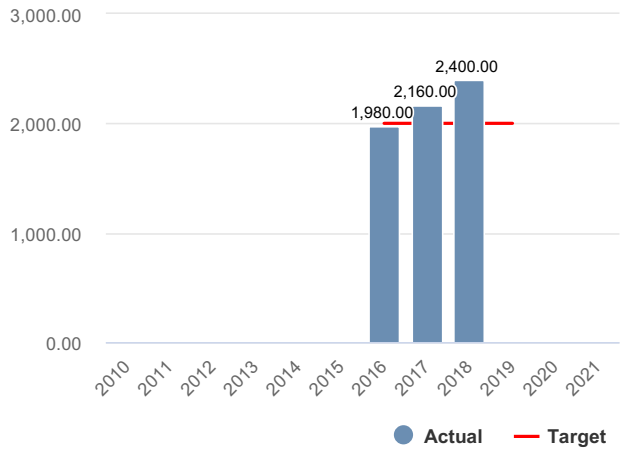
Program Coordination

Description

Owner

Collaborators

Number of insurance claims submitted



Analysis

2021

Number of internal referrals expected to be required/requested

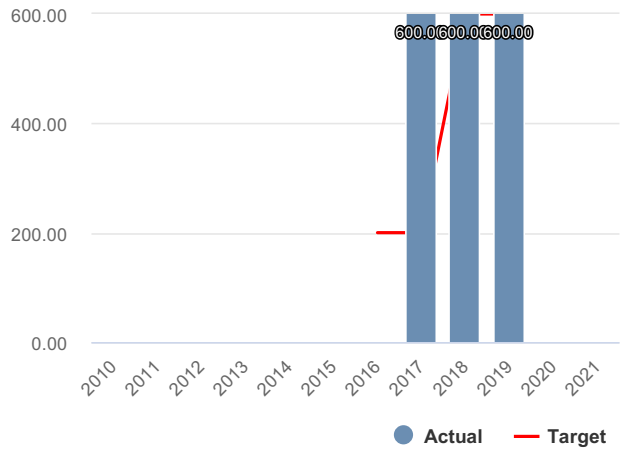
Program Coordination

Description

Owner

Collaborators

Number of internal referrals expected to be required/requested



Analysis

2021

Number of external referrals expected to be required/requested

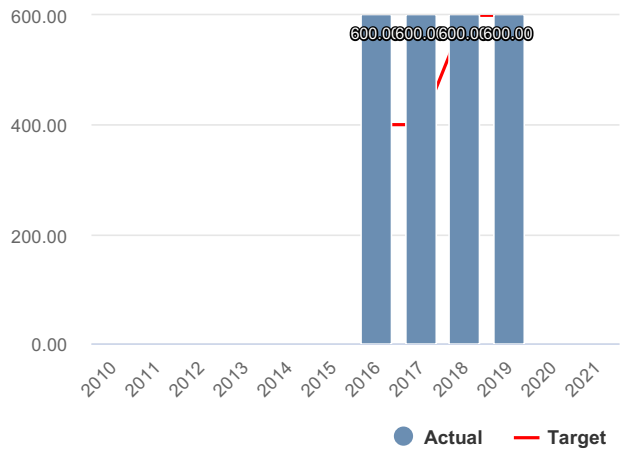
Program Coordination

Description

Owner

Collaborators

Number of external referrals expected to be required/requested



Analysis

2021

Number of vital records expected to be required

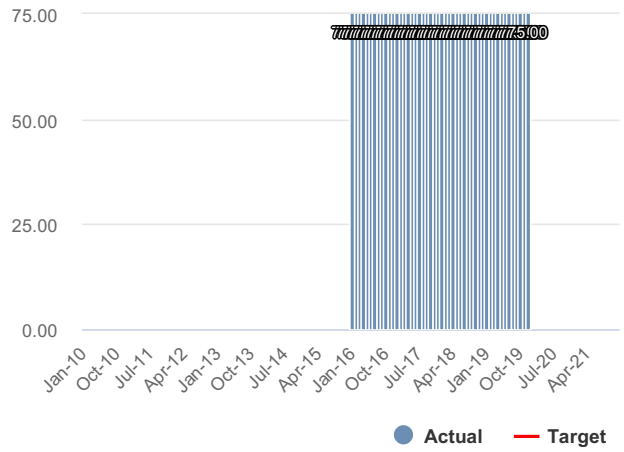
Program Coordination

Description

Owner

Collaborators

Number of vital records expected to be required



Analysis

Dec-21

Number of insurance claims expected to be submitted

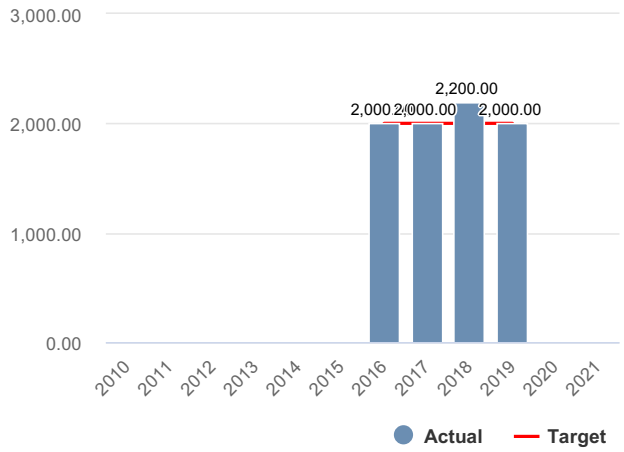
Program Coordination

Description

Owner

Collaborators

Number of insurance claims expected to be submitted



Analysis

2021

Cost per client engagement/contact completed

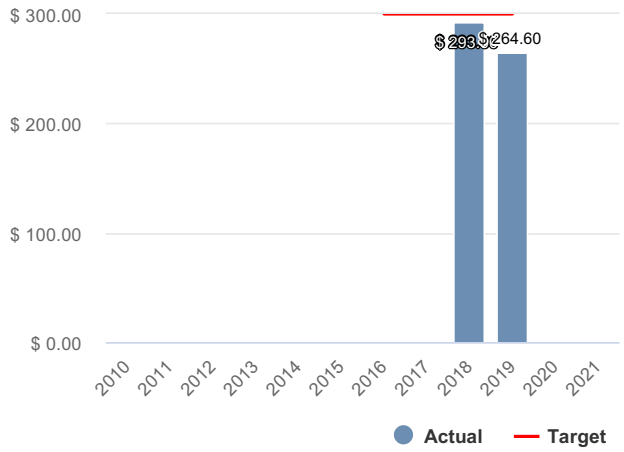
Program Coordination

Description

Owner

Collaborators

Cost per client engagement/contact completed



Analysis

2021

Health and Human Services Performance Report (Dec-21)

Gunnison County

Senior Health and Resources Program

Friday, February 11th 2022, 3:35:29 pm

Senior Health and Resources Program

Senior Health and Resources Program

Program Purpose Statement

The purpose of the Senior Health and Resources Program is to provide community outreach and education, preventive health, adult protection and advocacy services to seniors, at-risk adults and their families so they can be more independent, healthy and connected to their community.

Performance Narrative

Program Key Results

- Percentage of seniors served who are able to avoid nursing home placement and remain in their own home for one year or longer.

Activities	Measures	Analysis
Senior Health and Resources	Cost per senior or at-risk adult served	
	Percentage of respondents to the biennial Citizen Survey who state that access to services provided to seniors by Gunnison County is very easy or somewhat easy	
	Percentage of seniors served who are able to avoid nursing home placement and remain in their own home for one year or longer.	
	Percentge of seniors in the community who are not hospitalized due to influenza	
	Percentage of seniors served who report regular social connections	
	Number of senior influenza vaccinations provided	
	Number of seniors provided preventive health services	
	Number of at-risk adults provided special needs services	
	Number of adults/seniors provided adult protective services	
	Number of seniors and adults provided senior health and resources services	
	Number of seniors in Gunnison and Hinsdale Counties requiring senior influenza vaccinations	

Cost per senior or at-risk adult served

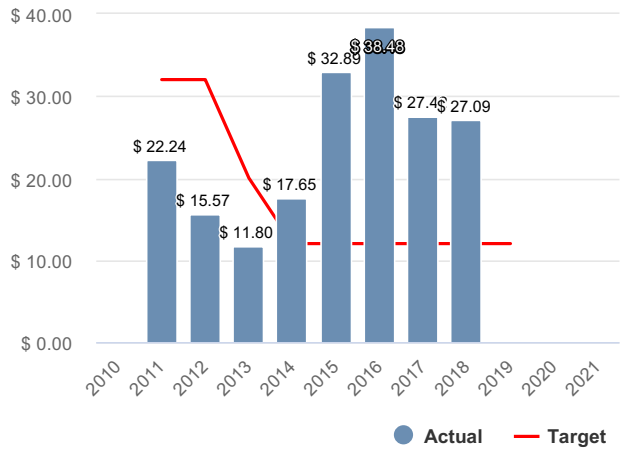
Senior Health and Resources Program

Description

Owner

Collaborators

Cost per senior or at-risk adult served



Analysis

2021

Percentage of respondents to the biennial Citizen Survey who state that access to services provided to seniors by Gunnison County is very easy or somewhat easy

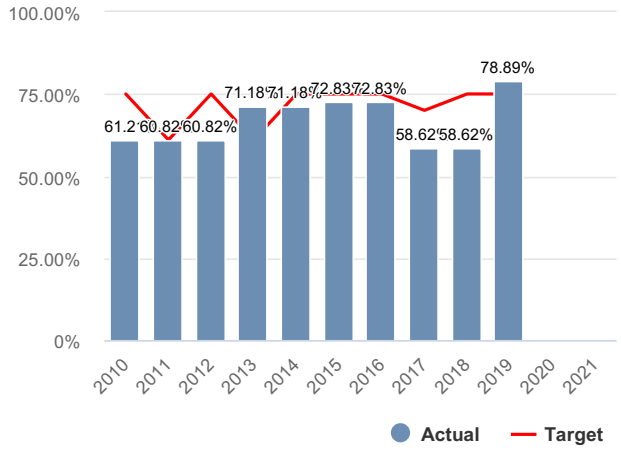
Senior Health and Resources Program

Description

Owner

Collaborators

Percentage of respondents to the biennial Citizen Survey who state that access to services provided to seniors by Gunnison County is very easy or somewhat easy



Analysis

2021

Percentage of seniors served who are able to avoid nursing home placement and remain in their own home for one year or longer.

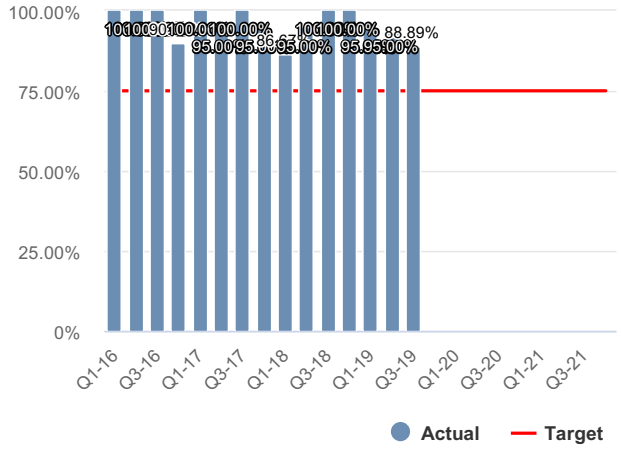
Senior Health and Resources Program

Description

Owner

Collaborators

Percentage of seniors served who are able to avoid nursing home placement and remain in their own home for one year or longer



Analysis

Q4-21

Percentge of seniors in the community who are not hospitalized due to influenza

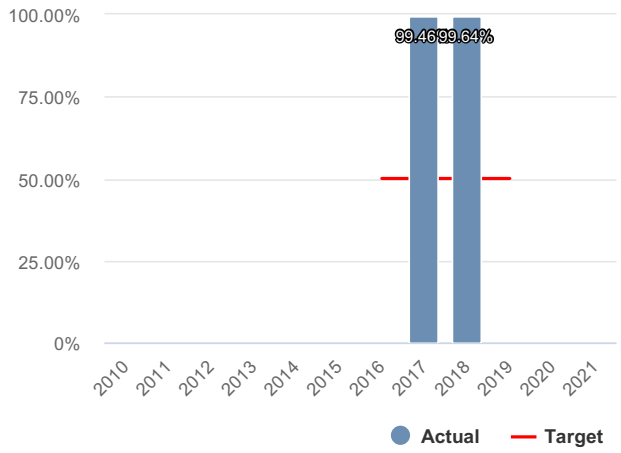
Senior Health and Resources Program

Description

Owner

Collaborators

Percentge of seniors in the community who are not hospitalized due to influenza



Analysis

2021

Percentage of seniors served who report regular social connections

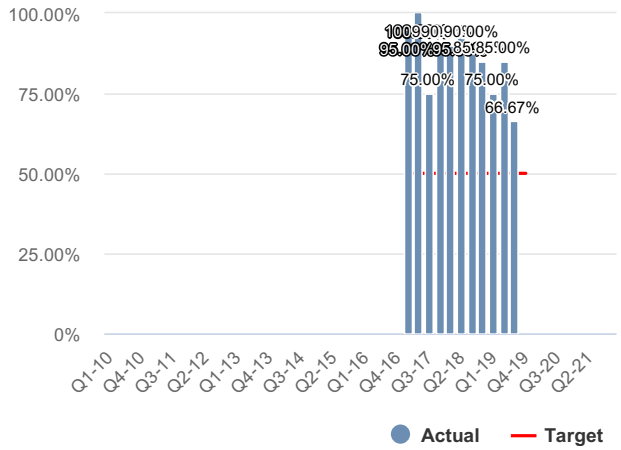
Senior Health and Resources Program

Description

Owner

Collaborators

Percentage of seniors served who report regular social connections



Analysis

Q4-21

Number of senior influenza vaccinations provided

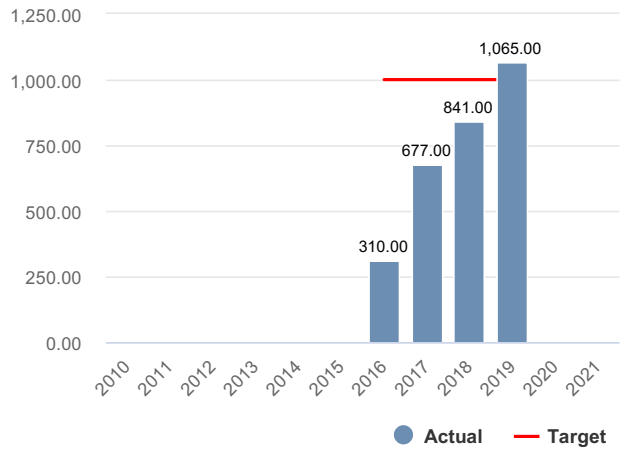
Senior Health and Resources Program

Description

Owner

Collaborators

Number of senior influenza vaccinations provided



Analysis

2021

Number of seniors provided preventive health services

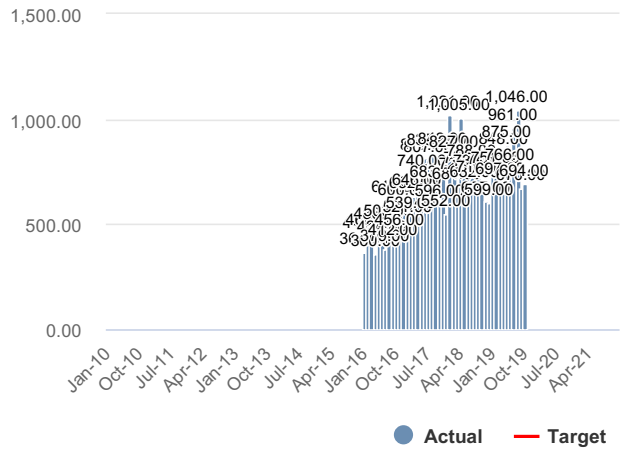
Senior Health and Resources Program

Description

Owner

Collaborators

Number of seniors provided preventive health services



Analysis

Dec-21

Number of at-risk adults provided special needs services

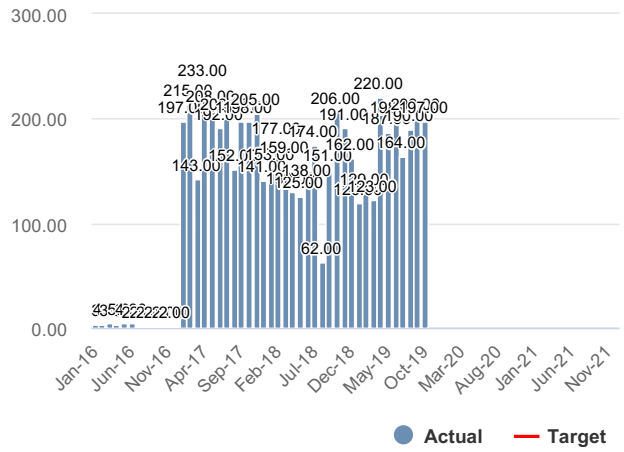
Senior Health and Resources Program

Description

Owner

Collaborators

Number of at-risk adults provided special needs services



Analysis

Dec-21

Number of adults/seniors provided adult protective services

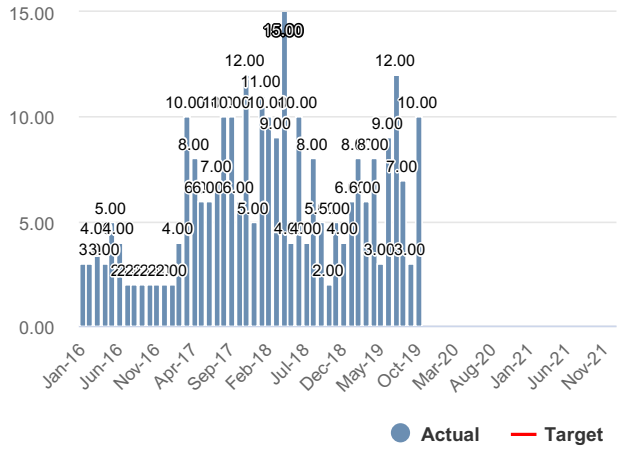
Senior Health and Resources Program

Description

Owner

Collaborators

Number of adults/seniors provided adult protective services



Analysis

Dec-21

Number of seniors and adults provided senior health and resources services

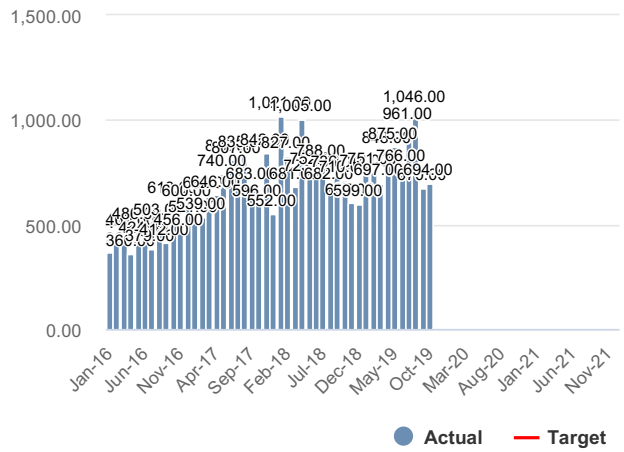
Senior Health and Resources Program

Description

Owner

Collaborators

Number of seniors and adults provided senior health and resources services



Analysis

Dec-21

Number of seniors in Gunnison and Hinsdale Counties requiring senior influenza vaccinations

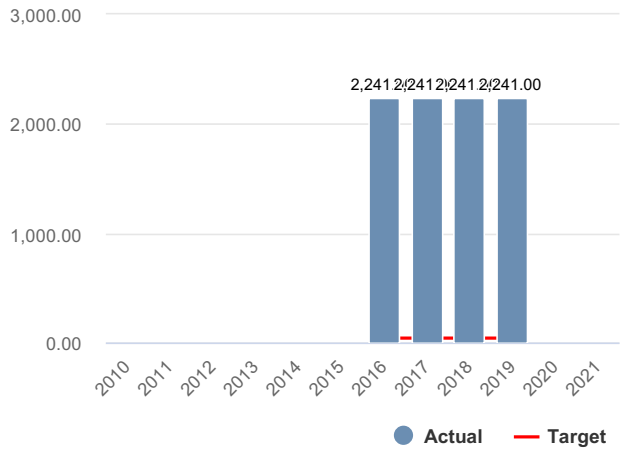
Senior Health and Resources Program

Description

Owner

Collaborators

Number of seniors in Gunnison and Hinsdale Counties requiring senior influenza vaccinations



Analysis

2021