

- 1 - Aug 2, 2022 BOCC Regular Meeting Agenda
- 2 - Fermented Malt Alcohol Beverage Lic\_Three Rivers Resort
- 3 - IGA\_Gunnison County Clerk and Gunn River Valley LMD
- 4 - Aug 2 2022 to Sept 6 2022 Calendar Schedule
- 5a - Minutes - May 17 2022 BOCC regular meeting
- 5b - Minutes - July 26 2022 BOCC Special meeting
- 5c - Minutes - July 19 2022 BOCC regular meeting
- 6 - consent 1, CDPHE Amendment 1; reduce unintended pregnancy\_no cost chg
- 6 - consent 2, Ack of CM Signature, CDHS Diaper Distr Progra Grant Application
- 6 - consent 3, Trout Unltd Letter of Support
- 6 - consent 4, Ack of CM Signature, Contractor Agreement, SGM inc
- 6 - consent 5, Contractor Agreement\_GVH, jail services
- 6 - consent 6, IGB for Opioid Settlement, Gunnison Co and Pitkin
- 6 - consent 7, Senior Dental Program
- 6 - consent 8, Early Milestones CO Circle Grant\_ECC for CRRSA
- 7a - Weed Program Name Change
- 7b - Grant op for Safe Streets and Roads
- 8 - Public Hearing; Alley Vacation\_Pardini
- 9 - Public Hearing; Street and Alley Vacations, Irwin\_Schieren and Oliver
- 10 - Schieren Oliver Boundary Adjustment
- 11 - Pardini Lot Cluster
- 12 - Schieren Oliver Lot Cluster
- 13 - Townhome Plat, Buckhorn Ranch Filing No 2b
- 14 - Resubdivision, Wolf Canyon Subdivision, Johnson Colorado Trust
- 15 - DIA Extension Request, Simco Ventures LLC
- 16 - Fairground Use Fees and Policy updates
- 17 - MOU for Big Game Habitat
- 18 - Snowbound, Request to quitclaim County water rights, abandon subdivision plat
- 19 - Amicus Brief

20 - Boards\_Commissions, out of Cycle Vacancies

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

**DATE:** Tuesday, August 2, 2022

**Page 1 of 3**

**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
  - Fermented Malt Beverage; Alcohol Beverage License #05-23848-0002; Three Rivers Resort Inc dba Three Rivers Resort; Effective Date 6/21/2022 – 6/21/2023
  - Adjourn

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:**

- Call to Order
- Intergovernmental Agreement Between Gunnison County Clerk and Recorder and Gunnison River Valley Local Marketing District; Regarding Conduct and Administration of the November 8, 2022 General Election
- Adjourn

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

- 8:35 am
- Call to Order; Agenda Review
  - Scheduling
  - Minutes
    1. May 17, 2022 Regular Meeting
    2. July 26, 2022 Special Meeting
    3. July 19, 2022 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. Colorado Department of Public Health and Environment (CDPHE) Contract Amendment #1; to reduce unintended pregnancy by insuring access to quality reproductive health services, as specified in the Statement of Work; 7/29/2022 – 6/20/2023; no cost change
    2. Acknowledgement of County Manager's signature; Colorado Department of Human Services, Diaper Distribution Program Grant Application; Gunnison County Health and Human Services; for diapering essentials and tracking distribution of supplies to eligible individuals; \$11,750
    3. Trout Unlimited Letter of Support Request; Colorado River District Community Funding Partnership Program application; for diversion structures and headgates at two sites in the Upper Gunnison Basin
    4. Acknowledgment of County Manager's signature; Contractor Agreement; SGM, Inc; for South 14<sup>th</sup> Street Project engineering and design as outlined in the Scope of Work; 7/29/2022 – 12/31/2022; up to \$24,500
    5. Contractor Agreement; Gunnison Valley Health; Gunnison County Sheriff's Department; for medical services in the jail; July 1, 2022 – 12/31/2022; up to \$13,700
    6. Opioid Settlement Intergovernmental Agreement; between Gunnison County and the Town of Pitkin; Establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed locally

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

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

**DATE:** Tuesday, August 2, 2022

**Page 2 of 3**

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

7. Ratification of HHS Deputy Director's Signature; Colorado Department of Health Care Policy and Financing Contract; Gunnison County Department of Health and Human Services; for Colorado Dental Health Care Program for Low-income Seniors; 7/1/2022 – 6/30/2023; \$42,800
  8. Early Milestones Colorado, Circle Grant Program Beneficiary Contract; Gunnison-Hinsdale Early Childhood Council; to improve early childhood workforce retention under the Coronavirus Response and Relief Supplemental Act (CRRSA); July 1, 2022 - June 30, 2023; \$125,000
- County Manager's Reports
  - Deputy County Manager's Reports and Project Updates
    1. Name Change Proposal for Gunnison Watershed Weed Commission (aka Gunnison Basin Weed Commission)
    2. Grant Opportunity; Safe Streets and Roads for All; for planning funds to improve intersections
- 9:00 am
- Public Hearing; Alley Vacation Request in the Townsite of Irwin; Eli Pardini
    1. Resolution; Vacating a Certain Portion of an Alley Lying Within the Townsite of Irwin, County of Gunnison, State of Colorado
- 9:20 am
- Public Hearing; Street and Alley Vacation Request in Blocks 4 & 5 of the Townsite of Irwin; Sydney Schieren and Erin Oliver
    1. Resolution; Vacating Certain Portions of Streets and Alleys Lying Within the Townsite of Irwin, County of Gunnison, State of Colorado
- 9:35 am
- Boundary Line Adjustment; located within lots 13-16, Block 5, Townsite of Irwin & Last Chance Lode M.S. 4955, Gunnison County; Sydney Schieren and Eli Pardini; LUC-22--00017
- 9:40 am
- Lot Cluster; Lots 3, 4, 5, and 6, Block 5, and Lots 13R and 16R, Block 5, Townsite of Irwin; Karen and Eli Pardini; LUC-22-00018
- 9:45 am
- Lot Cluster; Lots 4-7 & Lots 12-13, Block 4, and Lots 14R & 15R, Block 5, Townsite of Irwin; Sydney Schieren and Erin Oliver; LUC-22-00019
- 9:50 am
- Townhome Plat; Re-subdivision of Lots M1-13, M1-14 and M1-15, Buckhorn Ranch Filing No. 2b, Basin Mountain Village; LUC-22-00040
- 9:55 am
- Re-subdivision of Lots 1 and 2; Wolf Canyon Subdivision; Johnson Colorado Trust; LUC-21-00067
    1. Resolution; Approving the Application for Unclustering Two Subdivision Lots in Wolf Canyon Subdivision LUC-21-00067 Johnson Colorado Trust
- 10:00 am
- Development Improvement Agreement (DIA) Two-year Extension Request; Simco Ventures, LLC, Re: LUC-20-00015 Dos Rios Townhomes (the "Project")
- 10:05 am
- Approval for Fairground Use Fees and Policy updates; and
    1. Resolution Update to BOCC Resolution 2022-4; A Resolution Adopting Gunnison County Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center

**BREAK**

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

**DATE:** Tuesday, August 2, 2022

**Page 3 of 3**

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

- 10:15 am • Memorandum of Understanding; U.S. Department of the Interior, Bureau of Land Management, Colorado State Office, and Gunnison County, Colorado; for Cooperative Development of the Big Game Habitat, Movement Route and Migration Corridor Resource Management Plan Amendment
- 10:20 am • Request to quitclaim County water rights and abandonment of subdivision plat in relation to Snowbound subdivision
- 10:40 am • Request by Boulder County to Join Brief of *Amici Curiae* in the Matter of *Knipp v. Try-County Health Dept.*, 2022CA302
- 10:45 am • Boards and Commissions; Out-of-Cycle Vacancies for consideration
- 10:48 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.
  - Executive Session, pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine
  - 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=MjNDbTZHTFNRVdDemZjdC91aVBIZz09>

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**

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**Agenda Item:** Fermented Malt Beverage; Alcohol Beverage License

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

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Liquor License Renewal for Three Rivers Resort Inc dba Three Rivers Resort

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/2/2022

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**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

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**GUNNISON COUNTY**

**GUNNISON COUNTY CLERK**

**221 N. WISCONSIN STREET**

**GUNNISON, COLORADO 81230**

**FERMENTED MALT BEVERAGE**

**ALCOHOL BEVERAGE LICENSE #05-23848-0002**

to sell/Malt Liquor for on/off premises  
consumption in the County of Gunnison, Colorado.

**THREE RIVERS RESORT INC DBA THREE RIVERS RESORT**

**130 COUNTY ROAD 742 BLD B**

**ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 06.21.22 - 06.21.2023

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

Kathy Simillion      7-20-2022      \_\_\_\_\_  
Gunnison County Clerk      Date      Board of County Commissioners      Date  
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

**THREE RIVERS RESORT INC  
dba THREE RIVERS RESORT  
130 COUNTY RD 742 BLD B  
Almont CO 81210-9604**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>05-23848-0002</b>	License Expires at Midnight <b>June 21, 2023</b>
License Type <b>FERMENTED MALT BEVERAGE ON/OFF (COUNTY)</b>	
Authorized Beverages <b>FERMENTED MALT BEVERAGE</b>	

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

In testimony whereof, I have hereunto set my hand. 6/8/2022

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

Fees Due	
Renewal Fee	167.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 167.50

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

**Submit to Local Licensing Authority**

**THREE RIVERS RESORT  
 PO BOX 339  
 Almont CO 81210-0339**

**received**  
 4-26-2022

**Retail Liquor or Fermented Malt Beverage License Renewal Application**

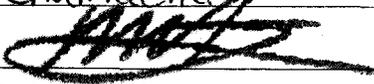
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>THREE RIVERS RESORT INC</b>		Doing Business As Name (DBA) <b>THREE RIVERS RESORT</b>		
Liquor License # <b>05-23848-0002</b>	License Type <b>Fermented Malt</b>	Sales Tax License # <b>05238480002</b>	Expiration Date <b>06/21/2022</b>	Due Date <b>05/07/2022</b>
Business Address <b>130 COUNTY RD 742 BLD B Almont CO 81210-9604</b>				Phone Number <b>9706411303</b>
Mailing Address <b>PO BOX 339 Almont CO 81210-0339</b>			Email <b>office@3riversresort.com</b>	
Operating Manager <b>Mark Schumaker</b>	Date of Birth <b>3-11-53</b>	Home Address <b>85 George Bailey Almont CO 81210</b>		Phone Number <b>970-641-0207</b>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Three Rivers Smokehouse Lic # 0306291</b>				

**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 Mark Schumacher	Title Pres. / Owner
Signature 	Date 4-25-22

**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 4-26-2022	
Signature Kathy Semillion	Title County Clerk	Attest Alice J. Tolomeo

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

**Agenda Item:** Intergovernmental Agreement Between Gunnison Count

**Action Requested:** Other Regular Meeting for the Gunnison River Valley Local Marketing District

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This IGA is made by and between the Gunnison County Clerk and Recorder and Gunnison River Valley Local Marketing District, a Colorado local governmental entity. Whereas, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), the County Clerk and Jurisdiction

**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:

Reviewed by:

Discharge Date: 7/27/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 4

Agenda Date: 8/2/2022

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

Gunnison River Valley Local Marketing District

Regarding the Conduct and Administration of the

NOVEMBER 8, 2022

GENERAL ELECTION

Prepared by:

Kathy Simillion

Gunnison County Clerk and Recorder

221 N. Wisconsin Street

Gunnison, Colorado 81230

(970) 641-7927

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made by and between the Gunnison County Clerk and Recorder ("County Clerk") and Gunnison River Valley Local Marketing District, a Colorado local governmental entity, ("Jurisdiction"), collectively the ("Parties"); and

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

WHEREAS, the County Clerk and Jurisdiction have determined that it is in the best interest of the taxpayers and the electors to conduct a general election on November 8, 2022, ("General Election"); and

WHEREAS, C.R.S. § 1-7-116, as amended, and Rule 4.1.2 of the Colorado Secretary of State Election Rules, 8 CCR 1505-1, require a coordinating political subdivision to enter into an intergovernmental agreement with the County Clerk that delineates which tasks are the responsibility of the designated election official of the political subdivision and which are the responsibility of the County Clerk;

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

1. This election shall be conducted as a General Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) ("Election Code").
2. Pursuant to the Election Code and corresponding regulations promulgated by the Colorado Secretary of State, the election participants are required to execute agreements with the County Clerk for this purpose and may include municipalities, school districts, and special districts within Gunnison County limits and the State of Colorado.
3. The County Clerk is designated as the Chief Election Official ("CEO").
4. FURTHER, the Parties agree as follows:

## **SECTION I DEFINITIONS**

### **1.1 DEFINITIONS:**

- A. "Address Library Report" means the address report from the Secretary of State ("SOS") voter registration system which defines street addresses within the jurisdiction.
- B. "Chief Election Official", ("CEO") shall mean the Gunnison County Clerk and Recorder who shall act as the "General Election Official," as defined within the Colorado Election Code and SOS Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Colorado Election Code and SOS Rules which require action by the CEO.

- C. "Colorado Election Code" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.), as well as any regulations promulgated by the Colorado Secretary of State pursuant to the foregoing authority.
- D. "General Election" means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.
- E. "Contact Officer" means a person who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- F. "Designated Election Official" ("DEO") means a person who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Colorado Election Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.
- G. "Fair Campaign Practices Act" means those laws set forth in Title 1, Article 45, Part 1 of the Colorado Revised Statutes, as amended, and in Article XXVIII of the Colorado Constitution (Amendment 27).
- H. "Jurisdiction" means those Jurisdictions or local governments participating in the General Election under the terms of this Agreement.
- I. "Local Government Election Code" means those laws set forth in Title 1, Article 13.5, Parts 1-16 or any other Title of C.R.S governing participating Jurisdiction's election matters.
- J. "Mail Ballot Packet" means the packet of information provided by the Chief Election Official to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot and a return envelope consistent with Section 1-7.5-103(5), C.R.S., as amended, and other applicable law
- K. "Post-Election Audit" means such audit as set forth in the Colorado Election Code, including SOS Rule 25.
- L. "Proposed Jurisdiction" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database.
- M. "SOS" means State of Colorado Secretary of State.
- N. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at [www.sos.state.co.us](http://www.sos.state.co.us).
- O. "SOS Rules" means State of Colorado Secretary of State Election Rules, 8 CCR 1505-1, as amended.

**SECTION II  
JURISDICTIONAL LIMITATION**

2.1 THE LIMITATIONS OF THE JURISDICTION INCLUDE:

- A. The Jurisdiction encompasses territory within Gunnison County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Gunnison County.
- B. Where the Jurisdiction is entirely contained within Gunnison County, the CEO has jurisdiction in setting ballot order and number. When the Jurisdiction is split among more than one county, the CEO agrees to coordinate with the Controlling County CEO, pursuant to SOS Rule 4.2, prior to agreeing upon ballot order or numbering.

**SECTION III  
COUNTY CLERK AND JURISDICTION RESPONSIBILITIES**

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

3.1 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with the statutory and regulatory requirements impacting elections.
- B. Nothing herein shall be deemed or construed to relieve the CEO or the Jurisdiction from their respective official responsibilities for the conduct of the election.
- C. All parties shall adhere to the applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.
- D. All parties shall enforce the provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

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

- A. Designate a "Contact Officer". The CEO has designated the Gunnison County Election Director, who will serve under the authority of the CEO as the Contact Officer. The Contact Officer shall have the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO). The Contact Officer shall provide to the Jurisdiction's DEO such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's election. The Contact Officer may be reached by telephone at (970) 641-7927, fax at (970) 642-4675 or e-mail at [electioniga@gunnisoncounty.org](mailto:electioniga@gunnisoncounty.org).

- B. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- C. Adhere to the applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.
- D. Enforce the provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.
- E. Use the Address Library Report attached hereto and incorporated herein by reference as Exhibit A and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.
  - 1. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data along with a Boundary Map attached hereto and incorporated herein by reference as Exhibit B.
  - 2. County Clerk will verify errors, omissions, or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
  - 3. Receive from Jurisdiction a certified legal description, map, and street list, identifying all street ranges for street addresses within the Jurisdiction by no later than 5:00 p.m. MST August 30, 2022. In the event residential addresses are not available, the Jurisdiction will be required to provide a list of the land parcel numbers which are within the boundaries of the Jurisdiction.
  - 4. Receive from the Jurisdiction a certification of the accuracy of the Address Library Report and Boundary Map, along with any changes, additions, or deletions that need to be made, to the CEO by no later than 5:00 p.m. MST August 30, 2022. If the street list information and/ or certification are not provided by the date specified herein, the Jurisdiction may not participate in this General Election.
  - 5. Receive from the Jurisdiction a certification of any annexations, inclusions, and or exclusions, adopted since January 1 of the current year, to the CEO by no later than 5:00 p.m. MST August 30, 2022. If the certification and/ or supporting documents are not provided by the date specified herein, the Jurisdiction may not participate in the General Election.
- F. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.
- G. Lay out the text of the official ballots in a format that complies with the Colorado Election Code.
- H. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.

- I. Mail the ballot packets as required by the Colorado Election Code.
- J. Make available a certified list of registered voters on or before the deadline as set forth within the SOS Election Calendar attached hereto and incorporated herein by reference as Exhibit C.
- K. Appoint, instruct, oversee, and administer the payment of the judges of the election.
- L. Coordinate with the Board of County Commissioners.
- M. Prepare and run the required Logic and Accuracy test deck.
- N. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).
- O. Publish and post the required legal notices pursuant to § 1-5-205(1), C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, or candidates on or before the deadline as set forth within the SOS Election Calendar.
- P. CEO will refer members of the press to the DEO regarding specific questions about candidates or ballot questions.
- Q. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.
- R. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.
- S. Provide a secure area for no more than one watcher appointed by the Jurisdiction to observe the ballot counting procedures. Jurisdiction shall ensure participation of its personnel in each of the steps of the processing of the ballots prior to tabulating the ballots.
- T. Conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.
- U. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Colorado Election Code.
- V. Submit to the Jurisdiction an invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the

Jurisdiction shall remit to the County Clerk the total payment as reflected on the invoice.

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

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

- A. The Jurisdiction shall fully perform each and every requisite to ensure that this election shall be conducted as a General Election in accordance with the Uniform Election Code of 1992 (Articles 1-13, Title 1, C.R.S.), the Local Government Election Code, any and all applicable Colorado Revised Statutes, Jurisdiction's Charters or its Bylaws.
- B. If compliance of the above paragraph 3.3.A. requires approval by ordinance or resolution for participating in the General Election, upon execution of this Agreement, the Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the Colorado Election Code and that the Jurisdiction will participate in the General Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.
- C. Identify a DEO to act as liaison between the Jurisdiction and the CEO.
- D. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- E. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine controlling county for purpose of setting up shared races, issues, and questions in coordinated elections.
- F. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this General Election.
- G. This Agreement must be fully executed by no later than August 30, 2022 pursuant to the Colorado Election Code and the SOS Election Calendar. The Jurisdiction must return a signed copy of this Agreement to the CEO prior to that date.
- H. Provide at least one member, and no more than two members, from the Jurisdiction available to participate in each of the steps of the election process.
- I. Use the Address Library Report provided by the County Clerk to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information or certification are not provided by the date specified herein, the Jurisdiction may not participate in this General Election.

- J. Identify any errors, omissions, or corrections to the street ranges used to define Jurisdictional boundaries, in writing by no later than 5:00 p.m. MST August 30, 2022.
- K. DEO shall verify and certify to CEO, by submittal of the Address Library Report & Boundary Map Approval Form attached hereto and incorporated herein by reference as Exhibit E, the accuracy of the Address Library Report and Boundary Map including any changes, additions, or deletions to be made to the street ranges and return with signed IGA on or before the deadline as set forth within the SOS Election Calendar. CEO shall have no obligation whatsoever to perform such verification.
- L. Proposed Jurisdictions, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Jurisdiction by no later than 5:00 p.m. MST August 30, 2022. In the event residential addresses are not available, the proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the proposed Jurisdiction.
- M. DEO shall verify and certify to CEO any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents, by no later than 5:00 p.m. MST August 30, 2022.
- N. The DEO, and not the CEO, shall be responsible to provide each candidate with the necessary petition. The DEO shall review all petition information and verify the information against the registration records, and, where applicable, the County Assessor's records pursuant to Section 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed the DEO shall certify the candidate to the ballot, and, if the election is a coordinated election, so notify the CEO.
- O. Provide a certified copy, and an electronic copy in a ".doc or .rtf" format as an email attachment to the Clerk's office at [electioniga@gunnisoncounty.org](mailto:electioniga@gunnisoncounty.org) of the ballot content (candidates, issues and questions) exactly as it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues or ballot questions shall be final and the Clerk shall not make any changes to the same. Such certified copy and electronic transmission shall be received at the earliest possible time but, in accordance with C.R.S. § 1-5-203(3)(a), by no later than 5:00 p.m. MST September 6, 2022.
- P. The Jurisdiction shall proofread and approve the ballot language for printing as soon as the proposed ballot is available. The Jurisdiction shall designate a person to be available for proofing and approving ballot content prior to printing by completing and returning the Designated Individual for Ballot Proofing and Approval Form, attached hereto and incorporated herein by reference as Exhibit D, by no later than 5:00 p.m. MST August 30, 2022. The designated individual shall be

available from 8:00 a.m. to 5:00 p.m. MST from September 8, 2022 until final approval of the ballots for printing.

- Q. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with applicable statutory requirements.
- R. Jurisdiction shall attempt to limit content to four linear ballot column inches. Content exceeding this limit will be subject to additional fees. Content limits shall not apply to candidate races.
- S. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to a person designated by the Jurisdiction to the CEO at least forty-five (45) days prior to this election. The DEO shall have staffing by Jurisdiction and be available to the CEO; and also, shall reply to the originator of such substance operations questions within a reasonable time after being notified of the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response.
- T. Determine the ballot title and text.
- U. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Division) in a plain text format on or before the deadline as set forth within the SOS Election Calendar. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city/town charter), ballot issues, or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification, except those prescribed by statute. The County Clerk will not accept text with bold, italic, underline, bullets tables or indentations. Text in all capital letters reserved for TABOR issues only per the Colorado Election Code.
- V. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County Clerk. The jurisdiction shall call and leave a voice mail recording at (970) 641-7927 and include each candidate's name, jurisdiction and title of office no later than September 13, 2022.
- W. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after 5:00 p.m. MST September 6, 2022 may result in their candidates, issues, or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically

terminate. The Jurisdiction shall also reimburse the full and actual costs of the activities of the CEO relating to the election.

- X. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to CEO before the printing of the ballots within twenty-four (24) hours of receipt of layout.
- Y. Prepare, hand-count, and deliver to the CEO the required test deck of ballots for testing the electronic vote counting equipment.
- Z. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction shall utilize the online inquiry terminal to access the State of Colorado and Gunnison County voter registration records to confirm voter registration and verify "property ownership" information through the Colorado Secretary of State.
- AA. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the DEO shall verify and certify to the CEO, by no later than 5:00 p.m. MST September 6, 2022 pursuant to C.R.S. § 1-5-304, an initial and supplemental certified list of property owners eligible to vote in the election, as determined by the Jurisdiction, who:
  - 1. Own real property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Gunnison County ("Out of County" property owners); or,
  - 2. Own real property within the Jurisdiction, appear on the Gunnison County list of registered voters, and reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Gunnison County ("In County") property owners.
  - 3. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Gunnison County precinct number, if applicable.
- BB. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/ or ballot questions, other than the notice required by Section 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County Clerk for its records.
- CC. Provide support on the day of the election via telephone and in person, should the need arise, from 7:00 am until counting of the ballots is completed. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided.

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

## **SECTION IV COMPENSATION**

### **4.1 COMPENSATION DUE TO COUNTY CLERK**

- A. In consideration for the County Clerk conducting the General Election and providing the services identified in above Section 3.2 herein, the Jurisdiction shall compensate the County Clerk at a cost of Three and 50/100 U.S. Dollars (\$3.50) per registered voter, based upon eligible registered voters as of September 13, 2022, which the parties stipulate, acknowledge and agree reflect the County Clerk's costs directly attributable to conducting the General Election. The costs may vary based on the number of jurisdictions that proceed with ballot measures and/or elections.
- B. Any additional election costs resulting from Jurisdiction delays, special preparations, cancellations, recounts or other special circumstances relating to the Jurisdiction's participation in the General Election may be allocated on a time and materials basis of Fifty and No/100 U.S. Dollars (\$50.00) per hour per employee for labor and actual cost of materials.
- C. Within thirty (30) days from the date of receipt of County Clerk's invoice for costs incurred in relation to conducting the General Election, the Jurisdiction shall remit total payment due and owing to the County Clerk.

## **SECTION V CANCELLATION OF ELECTION**

### **5.1 CANCELLATION OF ELECTION BY THE JURISDICTION**

In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide and post notice the withdrawal of election by publication as defined in the Colorado Election Code by no later than 5:00 p.m. MST September 8, 2022. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see SOS Election Calendar), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice and Jurisdiction shall owe and pay the full amount under this Agreement.

## SECTION VI GENERAL MATTERS

### 6.1 TIME OF ESSENCE

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

### 6.2 TERM

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

### 6.3 GOOD FAITH

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

### 6.4 AMENDMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby, and following the same formality as the execution of the initial Agreement.

### 6.5 DEFAULT

All terms of this IGA are material, and should the Jurisdiction fail to comply with the terms and conditions of this Agreement, the County Clerk, in addition to other remedies for the Jurisdiction's breach, shall have no obligation whatsoever to perform the services identified herein to conduct and administer a general election for said Jurisdiction.

### 6.6 NOTICES

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

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

To Jurisdiction: Gunnison River Valley Local Marketing District  
BoCC / Matt Hoyt  
200 E. Virginia St  
Gunnison, CO 81230

#### CONFLICT OF AGREEMENT

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

#### 6.7 INDEMNIFICATION – NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

- A. The Jurisdiction agrees to indemnify, defend by an attorney of the choice of the County Clerk, at the sole cost of the Jurisdiction, and hold harmless the County Clerk, Election Director, Gunnison County, its Commissioners, and its and their 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, brought by any person or entity.
- B. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement.
- C. Nothing in this agreement shall be construed to be a waiver by the County Clerk, Gunnison County or the Jurisdiction of the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.
- D. This Section 6.8 shall survive any termination or expiration of this Agreement.

#### 6.8 NO THIRD-PARTY BENEFICIARIES

There are no intended third-party beneficiaries of this IGA. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

#### 6.9 ENTIRE AGREEMENT

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

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

**GUNNISON COUNTY CLERK AND RECORDER**

By: Kathy Simillion Date: 7-27-2022  
Kathy Simillion  
Gunnison County Clerk and Recorder

**Gunnison River Valley Local Marketing District**

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

## LIST OF EXHIBITS

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

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
3055826001.130		10TH	ST		1-15	A			SOMERSET	81434	
3055826011.123		10TH	ST		1-300	A			PITKIN	81241	
3055826014.40	N	10TH	ST		101-699	A			GUNNISON	81230	
3055826009.39	N	10TH	ST		700-725	A			GUNNISON	81230	
3055826014.40	S	10TH	ST		100-699	A			GUNNISON	81230	
3055826014.49	S	10TH	ST		700-798	E			GUNNISON	81230	
3055826014.40	S	10TH	ST		701-799	O			GUNNISON	81230	
3055826011.123		11TH	ST		312-312	A			PITKIN	81241	
3055826014.40	N	11TH	ST		100-499	A			GUNNISON	81230	
3055826009.39	N	11TH	ST		500-1010	E			GUNNISON	81230	
3055826014.40	N	11TH	ST		501-699	O			GUNNISON	81230	
3055826009.39	N	11TH	ST		701-711	O			GUNNISON	81230	
3055826014.49	S	11TH	ST		100-700	A			GUNNISON	81230	
3055826011.123		12TH	ST		1-400	A			PITKIN	81241	
3055826014.49	N	12TH	ST		100-498	E			GUNNISON	81230	



District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826014.40	N	12TH	ST		101-499	O			GUNNISON	81230	
3055826009.46	N	12TH	ST		500-1200	E			GUNNISON	81230	
3055826009.39	N	12TH	ST		501-1199	O			GUNNISON	81230	
3055826014.49	S	12TH	ST		100-712	E			GUNNISON	81230	
3055826014.40	S	12TH	ST		101-707	O			GUNNISON	81230	
3055826015.50	N	14TH	ST		100-499	A			GUNNISON	81230	
3055826009.46	N	14TH	ST		500-799	A			GUNNISON	81230	
3055826009.39	N	14TH	ST		800-1099	A			GUNNISON	81230	
3055826013.48	S	14TH	ST		100-618	A			GUNNISON	81230	
3055826001.130		1ST			1-20	A			SOMERSET	81434	
3055826011.123		1ST	ST		1-500	A			PITKIN	81241	
3055826002.111	W	1ST	ST		1-101	A			MARBLE	81623	
3055826011.123		2ND	ST		1-600	A			PITKIN	81241	
3055826001.130		2ND	ST		14-31	A			SOMERSET	81434	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826002.111	E	2ND	ST		100-205	A			MARBLE	81623	
3055826014.40	S	2ND	ST		201-301	A			GUNNISON	81230	
3055826011.125		3RD	ST		1-100	A			PITKIN	81241	
3055826011.123		3RD	ST		101-499	A			PITKIN	81241	
3055826014.40	N	3RD	ST		293-299	A			GUNNISON	81230	
3055826014.40	N	3RD	ST		300-300	A			GUNNISON	81230	
3055826014.40	N	3RD	ST		301-470	A			GUNNISON	81230	
3055826014.40	S	3RD	ST		102-315	A			GUNNISON	81230	
3055826001.130		4TH	ST		6-66	A			SOMERSET	81434	
3055826011.123		4TH	ST		200-329	A			PITKIN	81241	
3055826011.123		5TH	ST		1-400	A			PITKIN	81241	
3055826014.40	S	5TH	ST		100-700	A			GUNNISON	81230	
3055826014.40	S	6TH	ST		201-320	A			GUNNISON	81230	
3055826001.130		7TH	ST		19-20	A			SOMERSET	81434	
3055826014.40	N	7TH	ST		100-615	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826014.40	S	7TH	ST		120-325	A			GUNNISON	81230	
3055826011.123		8TH	ST		1-400	A			PITKIN	81241	
3055826001.130		8TH	ST		20-20	A			SOMERSET	81434	
3055826014.40	N	8TH	ST		100-700	A			GUNNISON	81230	
3055826009.39	N	8TH	ST		701-725	O			GUNNISON	81230	
3055826014.40	S	8TH	ST		102-720	A			GUNNISON	81230	
3055826001.130		9TH	ST		15-15	A			SOMERSET	81434	
3055826011.123		9TH	ST		201-204	A			PITKIN	81241	
3055826014.40	N	9TH	ST		216-903	A			GUNNISON	81230	
3055826014.40	S	9TH	ST		206-918	A			GUNNISON	81230	
3055826007.63		ABRIL	LN		3167-3201	A			GUNNISON	81230	
3055826005.16		ACE	CT		1-2000	A			CRESTED BUTTE	81224	
3055826010.45	N	ADAMS	ST		1-600	A			GUNNISON	81230	
3055826002.113		ALPINE	ST		1-175	A			MARBLE	81623	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826011.123		ALPINE	LN		1-932	A			PITKIN	81241	
3055826005.16		ALPINE	CT		11-188	A			CRESTED BUTTE	81224	
3055826010.45		ALPINE HALL WSC			0-0	A			GUNNISON	81231	
3055826008.5		ALPINE PLATEAU	RD		17266-21401	A			CIMARRON	81220	
3055826006.131		AMERICAN MOUNTAIN			100-2000	A			TINCUP	81210	
3055826013.65		AMIGO	WAY		1-50	A			GUNNISON	81230	
3055826005.14		ANDERSON	DR		1-1000	A			CRESTED BUTTE	81224	
3055826005.26		ANDREAS	CIR		1-800	A			CRESTED BUTTE	81224	
3055826014.40		ANDREW	LN		700-723	A			GUNNISON	81230	
3055826006.83		ANNAS	LOOP		7-49	A			ALMONT	81210	
3055826008.64		ANTELOPE	RD		1-1106	A			GUNNISON	81230	
3055826004.118		ANTHRACITE	DR		5-116	A			MT CRESTED BUTTE	81225	
3055826007.63		APACHE	RD		45-672	A			GUNNISON	81230	
3055826005.97		APERTURE	LN		1-33	A			CRESTED BUTTE	81224	
3055826005.17		APPALOOSA	LN		1-1000	A			CRESTED BUTTE	81224	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826004.117		APPALOOSA	RD		1-1000	A			MT CRESTED BUTTE	81225	
3055826007.63		ARAPAHOE	RD		1-500	A			GUNNISON	81230	
3055826011.125		ARMSTRONG	ST		1-339	O			PITKIN	81241	
3055826011.123		ARMSTRONG	ST		2-340	E			PITKIN	81241	
3055826011.125		ARMSTRONG GULCH	RD		1-4500	A			PITKIN	81241	
3055826004.118		ARROWHEAD	CIR		10-14	A			MT CRESTED BUTTE	81225	
3055826009.39		ARTHUR	AVE		400-698	E			GUNNISON	81230	
3055826009.46		ARTHUR	AVE		401-725	O			GUNNISON	81230	
3055826005.26		ASPEN	LN		1-24	A			CRESTED BUTTE	81224	
3055826002.113		ASPEN	ST		1-200	A			MARBLE	81623	
3055826004.118		ASPEN	LN		10-100	A			MT CRESTED BUTTE	81225	
3055826008.7		ASPEN	TRL		10-600	A			CIMARRON	81220	
3055826013.65		ASPEN	TRL		19-689	A			GUNNISON	81230	
3055826005.26P		ASPEN	LN		25-204	A			CRESTED BUTTE	81224	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
3055826011.123		ASPEN	LN		100-1232	A			PITKIN	81241	
3055826008.4		ASPEN	DR		101-143	A			CIMARRON	81220	
3055826008.4S		ASPEN	DR		144-144	A			CIMARRON	81220	
3055826008.4		ASPEN	DR		145-197	A			CIMARRON	81220	
3055826008.4S		ASPEN	DR		198-198	A			CIMARRON	81220	
3055826008.4		ASPEN	DR		199-200	A			CIMARRON	81220	
3055826008.4S		ASPEN	DR		201-201	A			CIMARRON	81220	
3055826008.4		ASPEN	DR		202-514	A			CIMARRON	81220	
3055826005.26		ASPEN	LN		205-900	A			CRESTED BUTTE	81224	
3055826008.4S		ASPEN	DR		515-515	A			CIMARRON	81220	
3055826008.4		ASPEN	DR		516-524	A			CIMARRON	81220	
3055826008.4S		ASPEN	DR		525-525	A			CIMARRON	81220	
3055826003.9		ASPEN HILL	RD		1-7	A			CRESTED BUTTE	81224	
3055826006.36		ASPEN MOUNTAIN	RD		1-5000	A			CRESTED BUTTE	81224	
3055826005.26C		AVENUE D			1-300	A			CRESTED BUTTE	81224	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.26C		AVENUE E			1-300	A			CRESTED BUTTE	81224	
3055826005.28		AVENUE F			1-300	A			CRESTED BUTTE	81224	
3055826005.26C		AVENUE G			1-700	A			CRESTED BUTTE	81224	
3055826005.28G		AVENUE H			1-691	A			CRESTED BUTTE	81224	
3055826005.17	N	AVION	DR		1-500	A			CRESTED BUTTE	81224	
3055826005.17	S	AVION	DR		1-800	A			CRESTED BUTTE	81224	
3055826008.8		BALSAM	TRL		70-103	A			CIMARRON	81220	
3055826008.5		BALSAM	RD		70-861	A			CIMARRON	81220	
3055826008.8S		BALSAM	TRL		104-104	A			CIMARRON	81220	
3055826008.8		BALSAM	TRL		105-171	A			CIMARRON	81220	
3055826008.8S		BALSAM	TRL		172-172	A			CIMARRON	81220	
3055826008.5		BALSAM	DR		770-890	A			CIMARRON	81220	
3055826013.65		BAMBI	LN		1-1000	A			GUNNISON	81230	
3055826002.113		BANNOCKBURN			139-200	A			MARBLE	81623	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.14		BARBRA	PL		1-1000	A			CRESTED BUTTE	81224	
3055826013.65		BASIN PARK	DR		1-1000	A			GUNNISON	81230	
3055826005.26		BAXTER CREEK	LN		387-387	A			CRESTED BUTTE	81224	
3055826006.2		BEAR	TRL		1-500	A			ALMONT	81210	
3055826008.6S		BEAR	TRL		32-32	A			CIMARRON	81220	
3055826008.6		BEAR	TRL		33-95	A			CIMARRON	81220	
3055826008.6S		BEAR	TRL		96-96	A			CIMARRON	81220	
3055826008.6		BEAR	TRL		97-159	A			CIMARRON	81220	
3055826008.6S		BEAR	TRL		160-160	A			CIMARRON	81220	
3055826008.6		BEAR	TRL		161-192	A			CIMARRON	81220	
3055826008.6S		BEAR	TRL		193-193	A			CIMARRON	81220	
3055826008.6		BEAR	TRL		194-223	A			CIMARRON	81220	
3055826008.6S		BEAR	TRL		224-224	A			CIMARRON	81220	
3055826008.6		BEAR	TRL		225-287	A			CIMARRON	81220	
3055826008.6S		BEAR	TRL		288-288	A			CIMARRON	81220	

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Comments											
3055826008.6		BEAR	TRL		289-382	A			CIMARRON	81220	
3055826008.6S		BEAR	TRL		383-383	A			CIMARRON	81220	
3055826008.6		BEAR	TRL		384-478	A			CIMARRON	81220	
3055826008.6S		BEAR	TRL		479-480	A			CIMARRON	81220	
3055826008.6		BEAR	TRL		481-513	A			CIMARRON	81220	
3055826008.6S		BEAR	TRL		514-514	A			CIMARRON	81220	
3055826008.6		BEAR	TRL		515-544	A			CIMARRON	81220	
3055826008.6S		BEAR	TRL		545-545	A			CIMARRON	81220	
3055826006.2		BEAR PAW	TRL		1-1000	A			ALMONT	81210	
3055826004.117		BEAR SCRATCH	LN		1-1000	A			MT CRESTED BUTTE	81225	
3055826008.6S		BEAVER	PL		11-11	A			CIMARRON	81220	
3055826008.6		BEAVER	PL		12-31	A			CIMARRON	81220	
3055826008.6S		BEAVER	PL		32-33	A			CIMARRON	81220	
3055826008.6		BEAVER	PL		34-54	A			CIMARRON	81220	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.65		BEAVER	PL		55-55	A			CIMARRON	81220	
3055826003.9		BECKWITH	AVE		1-300	A			CRESTED BUTTE	81224	
3055826010.45		BECKWITH HALL WSC			0-0	A			GUNNISON	81231	
3055826003.9		BELLEVIEW	AVE		1-940	A			CRESTED BUTTE	81224	
3055826004.118		BELLEVIEW	DR		13-39	A			MT CRESTED BUTTE	81225	
3055826011.86B		BENCH	RD		44-96	A			PARLIN	81239	
3055826006.131		BERTHA GULCH	RD		5326-5326	A			ALMONT	81210	
3055826005.97		BETHEL	RD		1-1000	A			CRESTED BUTTE	81224	
3055826008.64		BEVINGTON	RD		36-332	A			GUNNISON	81230	
3055826013.48		BIDWELL	AVE		100-599	A			GUNNISON	81230	
3055826014.40		BIDWELL	AVE		700-1099	A			GUNNISON	81230	
3055826014.40		BIDWELL	AVE		1255-1255	A			GUNNISON	81230	
3055826014.49	W	BIDWELL	AVE		600-699	A			GUNNISON	81230	
3055826008.59		BIG CIMARRON	RD		1-1600	A			GUNNISON	81230	
3055826011.86		BIG HORN	DR		1-100	A			OHIO CITY	81237	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826004.118		BIG SKY			1-700	A			MT CRESTED BUTTE	81225	
3055826005.16		BIRDIE	WAY		1-100	A			CRESTED BUTTE	81224	
3055826004.118		BITTER ROOT	CIR		10-25	A			MT CRESTED BUTTE	81225	
3055826004.118		BLACK DIAMOND	TRL		1-10	A			MT CRESTED BUTTE	81225	
3055826007.63		BLACKFOOT	TRL		62-551	A			GUNNISON	81230	
3055826008.128		BLACKSAGE	WAY		1-1000	A			POWDERHORN	81243	
3055826005.14		BLACKSTOCK	DR		1-700	A			CRESTED BUTTE	81224	
3055826010.45		BLAZE TRAIL	RD		1-3000	A			GUNNISON	81230	
3055826008.128		BLM ROAD 3016			1-1582	A			POWDERHORN	81243	
3055826013.81		BLM ROAD 3061			551-551	A			GUNNISON	81230	
3055826007.63		BLUE HERON	PT		1-111	A			GUNNISON	81230	
3055826008.76		BLUE MESA	DR		35-900	A			POWDERHORN	81243	
3055826008.76S		BLUE MESA	DR		901-901	A			POWDERHORN	81243	
3055826008.76		BLUE MESA	DR		902-15497	A			POWDERHORN	81243	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826011.125		BONNIE BRAE	DR		200-500	A			PITKIN	81241	
3055826015.50	N	BOULEVARD	ST		100-498	E			GUNNISON	81230	
3055826014.49	N	BOULEVARD	ST		101-499	O			GUNNISON	81230	
3055826009.46	N	BOULEVARD	ST		507-721	A			GUNNISON	81230	
3055826009.39	N	BOULEVARD	ST		800-1025	A			GUNNISON	81230	
3055826013.48	S	BOULEVARD	ST		100-698	E			GUNNISON	81230	
3055826014.49	S	BOULEVARD	ST		101-719	O			GUNNISON	81230	
3055826009.39		BOWMAN	PL		1-3	A			GUNNISON	81230	
3055826005.14		BRACKENBURY	ST		9-222	A			CRESTED BUTTE	81224	
3055826005.17		BRIDLE SPUR	WAY		1-1000	A			CRESTED BUTTE	81224	
3055826006.100		BRISTLE CONE	TRL		1-500	A			ALMONT	81210	
3055826011.121		BROADWAY			1-425	A			OHIO CITY	81237	
3055826006.1		BROOK	PL		1-100	A			ALMONT	81210	
3055826002.113		BROOKIE	DR		160-1012	A			MARBLE	81623	
3055826014.40		BROOKSIDE	DR		67-305	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.14		BRYANT	AVE		1-6000	A			CRESTED BUTTE	81224	
3055826005.17		BUCKHORN	WAY		1-500	A			CRESTED BUTTE	81224	
3055826005.26		BUCKLEY	DR		50-426	A			CRESTED BUTTE	81224	
3055826008.76		BUCKSKIN	TRL		1-100	A			GUNNISON	81230	
3055826008.76		BUCKSKIN	WAY		1-100	A			POWDERHORN	81243	
3055826008.6		BUCKSKIN	DR		15-74	A			CIMARRON	81220	
3055826008.64		BUENA VISTA	DR		1-100	A			GUNNISON	81230	
3055826003.9		BUTTE	AVE		1-1000	A			CRESTED BUTTE	81224	
3055826004.118		BUTTERCUP	LN		13-20	A			MT CRESTED BUTTE	81225	
3055826010.84		CACTUS HILL	DR		2-400	A			GUNNISON	81230	
3055826006.36		CADDIS	DR		1-100	A			CRESTED BUTTE	81224	
3055826007.67		CADDIS FLY	LN		1-150	A			GUNNISON	81230	
3055826013.65		CAMINO	CT		100-102	A			GUNNISON	81230	
3055826013.65		CAMINO DEL RIO			80-1050	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826006.83		CAMP BIRD	LN		42-42	A			ALMONT	81210	
3055826006.83		CANDLELIGHT	LN		50-696	A			GUNNISON	81230	
3055826002.113		CANYON	CT		24-24	A			MARBLE	81623	
3055826014.40		CARBON	CT		600-605	A			GUNNISON	81230	
3055826008.128		CARDWELL DRAW	RD		100-100	A			POWDERHORN	81243	
3055826008.128S		CARDWELL DRAW	RD		101-101	A			POWDERHORN	81243	
3055826008.128		CARDWELL DRAW	RD		102-2350	A			POWDERHORN	81243	
3055826008.128S		CARDWELL DRAW	RD		2351-2351	A			POWDERHORN	81243	
3055826008.128		CARDWELL DRAW	RD		2352-2890	A			POWDERHORN	81243	
3055826008.128S		CARDWELL DRAW	RD		2891-2891	A			POWDERHORN	81243	
3055826008.128		CARDWELL DRAW	RD		2892-4694	A			POWDERHORN	81243	
3055826008.128S		CARDWELL DRAW	RD		4695-4695	A			POWDERHORN	81243	
3055826008.128		CARDWELL DRAW	RD		4696-4770	A			POWDERHORN	81243	
3055826008.128S		CARDWELL DRAW	RD		4771-4771	A			POWDERHORN	81243	
3055826005.14		CASCADILLA	ST		7-1071	A			CRESTED BUTTE	81224	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.128		CASTLE	DR		1-1500	A			POWDERHORN	81243	
3055826007.63		CASTLE	DR		1-1600	A			GUNNISON	81230	
3055826004.118		CASTLE	RD		9-50	A			MT CRESTED BUTTE	81225	
3055826007.63		CASTLE CREEK	RD		0-200	A			GUNNISON	81230	
3055826005.24		CASTLE ROCK	CT		18-88	A			CRESTED BUTTE	81224	
3055826008.76		CEBOLLA RIVER	RD		514-572	A			GUNNISON	81230	
3055826005.11		CEMENT CREEK	RD		1-4669	A			CRESTED BUTTE	81224	
3055826005.14		CEMENT CREEK	RD		4670-7511	A			CRESTED BUTTE	81224	
3055826005.26		CHAMPAGNE	LN		1-147	A			CRESTED BUTTE	81224	
3055826011.125		CHARLIES CHALLENGE			1-4010	A			PITKIN	81241	
3055826007.63		CHATTO	CT		32-65	A			GUNNISON	81230	
3055826007.63		CHEKWA	TRL		64-1260	A			GUNNISON	81230	
3055826006.83		CHERRY	DR		40-50	A			GUNNISON	81230	
3055826005.17		CHESTNUT	LN		1-1000	A			CRESTED BUTTE	81224	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826011.125		CHICAGO PARK	RD		100-4100	A			PITKIN	81241	
3055826007.63		CHICKASAW	TRL		50-1000	A			GUNNISON	81230	
3055826002.113		CHILDERS	WAY		1-10	A			MARBLE	81623	
3055826007.63		CHINOOK	TRL		10-1000	A			GUNNISON	81230	
3055826014.40		CHIPETA	CT		100-117	A			GUNNISON	81230	
3055826010.45		CHIPETA HALL WSC			0-0	A			GUNNISON	81231	
3055826007.63		CHIPPEWA	WAY		44-265	A			GUNNISON	81230	
3055826008.76		CHISHOLM	TRL		1-1000	A			GUNNISON	81230	
3055826008.128		CINNAMON	TRL		1-2000	A			POWDERHORN	81243	
3055826004.118		CINNAMON MOUNTAIN	RD		1-100	A			MT CRESTED BUTTE	81225	
3055826005.14		CISNEROS	LN		1-1000	A			CRESTED BUTTE	81224	
3055826006.83		CLARK	BLVD		9-143	O			GUNNISON	81230	
3055826005.11		CLARK	WAY		152-160	E			CRESTED BUTTE	81224	
3055826010.84		CLARK	BLVD		200-271	A			GUNNISON	81230	
3055826005.16		CLUB COTTAGE	DR		1-500	A			CRESTED BUTTE	81224	

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Comments											
3055826008.76		COCHETOPIA	TRL		17-310	A			POWDERHORN	81243	
3055826004.118		COCKLEBURR	CIR		1-105	A			MT CRESTED BUTTE	81225	
3055826012.80A		COLLEGE	AVE		800-902	A			GUNNISON	81230	
3055826015.50	N	COLORADO	ST		100-699	A			GUNNISON	81230	
3055826010.45	N	COLORADO	ST		700-1156	A			GUNNISON	81230	
3055826010.45	N	COLORADO	CIR		1100-1150	A			GUNNISON	81230	
3055826013.48	S	COLORADO	ST		100-399	A			GUNNISON	81230	
3055826010.45		COLORADO HALL WSC			0-0	A			GUNNISON	81231	
3055826008.3		COLUMBINE	DR		1-800	A			CIMARRON	81220	
3055826013.81		COLUMBINE	RD		17-400	A			GUNNISON	81230	
3055826005.26		COPLEY LAKE	RD		1-1260	A			CRESTED BUTTE	81224	
3055826004.118		COPPER	LN		1-4	A			MT CRESTED BUTTE	81225	
3055826010.45		CORONADO HALL WSC			0-0	A			GUNNISON	81231	
3055826008.76		CORRAL GULCH	RD		100-500	A			GUNNISON	81230	

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Comments											
3055826013.65		COTTONWOOD	TRL		1-500	A			GUNNISON	81230	
3055826013.65	E	COTTONWOOD	RD		1-200	A			GUNNISON	81230	
3055826013.65	W	COTTONWOOD	RD		42-396	A			GUNNISON	81230	
3055826005.16		COUNTRY CLUB	DR		1-1000	A			CRESTED BUTTE	81224	
3055826007.63		COUNTY RD 14			380-45323	A			GUNNISON	81230	
3055826006.83		COUNTY ROAD 10			210-4596	A			GUNNISON	81230	
3055826006.83		COUNTY ROAD 11			117-900	A			GUNNISON	81230	
3055826005.97		COUNTY ROAD 12			100-6300	A			CRESTED BUTTE	81224	
3055826001.110		COUNTY ROAD 12			19600-30683	A			SOMERSET	81434	
3055826007.63		COUNTY ROAD 13			1-101	A			GUNNISON	81230	
3055826009.39		COUNTY ROAD 13			102-190	E			GUNNISON	81230	
3055826007.63		COUNTY ROAD 13			103-189	O			GUNNISON	81230	
3055826007.63		COUNTY ROAD 13			191-973	A			GUNNISON	81230	
3055826007.63		COUNTY ROAD 14			378-378	A			GUNNISON	81230	
3055826007.007.		COUNTY ROAD 14			379-379	A			GUNNISON	81230	

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Comments											
635											
3055826007.67		COUNTY ROAD 15			340-440	A			GUNNISON	81230	
3055826008.64		COUNTY ROAD 16			100-1826	A			GUNNISON	81230	
3055826008.64		COUNTY ROAD 17			75-4968	A			GUNNISON	81230	
3055826008.64		COUNTY ROAD 18			2-1853	A			GUNNISON	81230	
3055826008.64		COUNTY ROAD 20			115-2801	A			GUNNISON	81230	
3055826006.100		COUNTY ROAD 209			1446-1446	A			GUNNISON	81230	
3055826008.64		COUNTY ROAD 20A			981-993	A			GUNNISON	81230	
3055826008.59		COUNTY ROAD 21			2126-2200	A			GUNNISON	81230	
3055826008.58S		COUNTY ROAD 24			90-90	A			CIMARRON	81220	
3055826008.58		COUNTY ROAD 24			91-639	A			CIMARRON	81220	
3055826008.58S		COUNTY ROAD 24			640-640	A			CIMARRON	81220	
3055826008.58		COUNTY ROAD 24			641-886	A			CIMARRON	81220	
3055826008.58S		COUNTY ROAD 24			887-887	A			CIMARRON	81220	
3055826008.58		COUNTY ROAD 24			888-1500	A			CIMARRON	81220	

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Comments										
3055826008.76	COUNTY ROAD 25			200-6000	A			GUNNISON	81230	
3055826008.76S	COUNTY ROAD 25			6001-6001	A			GUNNISON	81230	
3055826008.76	COUNTY ROAD 25			6002-7830	A			GUNNISON	81230	
3055826008.76S	COUNTY ROAD 25			7831-7831	A			GUNNISON	81230	
3055826008.76	COUNTY ROAD 25			7832-7856	A			GUNNISON	81230	
3055826008.76S	COUNTY ROAD 25			7857-7857	A			GUNNISON	81230	
3055826008.76	COUNTY ROAD 25			7858-7890	A			GUNNISON	81230	
3055826008.76S	COUNTY ROAD 25			7891-7891	A			GUNNISON	81230	
3055826008.76	COUNTY ROAD 25			7892-7894	A			GUNNISON	81230	
3055826008.76S	COUNTY ROAD 25			7895-7895	A			GUNNISON	81230	
3055826008.76	COUNTY ROAD 25			7896-12356	A			GUNNISON	81230	
3055826008.76S	COUNTY ROAD 25			12357-12357	A			GUNNISON	81230	
3055826008.76	COUNTY ROAD 25			12358-15270	A			GUNNISON	81230	
3055826008.76S	COUNTY ROAD 25			15271-15271	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76		COUNTY ROAD 25			15272-15409	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 25			15410-15410	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 25			15411-15725	A			GUNNISON	81230	
3055826008.74S		COUNTY ROAD 25			15726-15726	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 25			15727-16089	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 26			1000-14150	A			GUNNISON	81230	
3055826001.110		COUNTY ROAD 265			262-6300	A			SOMERSET	81434	
3055826008.76		COUNTY ROAD 27			1525-11555	A			POWDERHORN	81243	
3055826008.76		COUNTY ROAD 28			27-707	A			POWDERHORN	81243	
3055826008.76		COUNTY ROAD 29			10-2500	A			POWDERHORN	81243	
3055826002.99		COUNTY ROAD 3			11-5499	A			MARBLE	81623	
3055826002.111		COUNTY ROAD 3			5500-5700	A			MARBLE	81623	
3055826002.99		COUNTY ROAD 3			7000-10001	A			MARBLE	81623	
3055826008.76		COUNTY ROAD 30			602-640	A			POWDERHORN	81243	
3055826005.97		COUNTY ROAD 317			1-9000	A			CRESTED BUTTE	81224	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826013.65		COUNTY ROAD 32			206-3066	A			GUNNISON	81230	
3055826013.65		COUNTY ROAD 33			20-900	A			GUNNISON	81230	
3055826013.65		COUNTY ROAD 38			1-8301	O			GUNNISON	81230	
3055826013.81		COUNTY ROAD 38			44-9444	E			GUNNISON	81230	
3055826013.81		COUNTY ROAD 38A			188-200	A			GUNNISON	81230	
3055826005.97		COUNTY ROAD 4			1-1482	A			CRESTED BUTTE	81224	
3055826013.81		COUNTY ROAD 40			25-800	A			GUNNISON	81230	
3055826012.80NA		COUNTY ROAD 42			525-46800	A			GUNNISON	81230	
3055826011.86B		COUNTY ROAD 43			1000-5270	A			PARLIN	81239	
3055826011.86B		COUNTY ROAD 43			5271-5271	A			GUNNISON	81230	
3055826011.86B		COUNTY ROAD 43			5272-5900	A			PARLIN	81239	
3055826011.86B		COUNTY ROAD 44			1-3100	A			GUNNISON	81230	
3055826011.86		COUNTY ROAD 44			3101-3499	O			GUNNISON	81230	
3055826011.86B		COUNTY ROAD 44			3102-3800	E			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826011.86B		COUNTY ROAD 45			1-1000	A			GUNNISON	81230	
3055826011.86B		COUNTY ROAD 46			900-4723	A			GUNNISON	81230	
3055826007.63		COUNTY ROAD 48			1-5000	A			GUNNISON	81230	
3055826007.63		COUNTY ROAD 48E			250-3500	A			GUNNISON	81230	
3055826013.65		COUNTY ROAD 50			76-8050	A			GUNNISON	81230	
3055826006.83		COUNTY ROAD 51			1-1000	A			GUNNISON	81230	
3055826006.100		COUNTY ROAD 54			100-1000	A			ALMONT	81210	
3055826006.83		COUNTY ROAD 55			1-1715	A			ALMONT	81210	
3055826007.102		COUNTY ROAD 6			1154-7500	A			GUNNISON	81230	
3055826011.86B		COUNTY ROAD 62			5284-9873	A			GUNNISON	81230	
3055826007.63		COUNTY ROAD 7			39-1741	A			GUNNISON	81230	
3055826011.86		COUNTY ROAD 70			0-1000	A			GUNNISON	81230	
3055826001.109		COUNTY ROAD 706			1510-2485	A			SOMERSET	81434	
3055826001.109		COUNTY ROAD 710			13-8000	A			SOMERSET	81434	
3055826008.76S		COUNTY ROAD 721			1791-1791	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76		COUNTY ROAD 721			1792-1794	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			1795-1795	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 721			1796-1798	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			1799-1799	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 721			1800-2300	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			2301-2301	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 721			2302-2998	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			2999-2999	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 721			3000-3199	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			3200-3200	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 721			3201-3236	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			3237-3237	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 721			3238-3250	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			3251-3251	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
		<b>Comments</b>									
3055826008.76		COUNTY ROAD 721			3252-3299	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			3300-3300	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 721			3301-5640	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			5641-5641	A			GUNNISON	81230	
3055826008.76		COUNTY ROAD 721			5642-6899	A			GUNNISON	81230	
3055826008.76S		COUNTY ROAD 721			6900-6900	A			GUNNISON	81230	
3055826007.63		COUNTY ROAD 727			0-5000	A			GUNNISON	81230	
3055826007.63		COUNTY ROAD 730			245-16371	O			GUNNISON	81230	
		Correcting range per GIS. ks 4-29-2020									
3055826007.007.140		COUNTY ROAD 730			998-2054	E			GUNNISON	81230	
		Correcting range per GIS. ks 4-29-2020									
3055826007.102		COUNTY ROAD 730			2542-16612	E			GUNNISON	81230	
		Correcting range per GIS. ks 4-29-2020									
3055826007.102		COUNTY ROAD 730			17255-17901	O			GUNNISON	81230	
		Correcting range per GIS ks 4-29-2020									
3055826005.97		COUNTY ROAD 734			1-7211	A			CRESTED BUTTE	81224	
3055826007.102		COUNTY ROAD 737			710-3750	A			GUNNISON	81230	
3055826005.17		COUNTY ROAD 738			1-1097	A			CRESTED BUTTE	81224	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.97		COUNTY ROAD 738			1098-9660	A			CRESTED BUTTE	81224	
3055826005.96		COUNTY ROAD 740			1-4669	A			CRESTED BUTTE	81224	
3055826005.97		COUNTY ROAD 740			4670-8374	A			CRESTED BUTTE	81224	
3055826006.83		COUNTY ROAD 742			2-5799	A			ALMONT	81210	
3055826006.83		COUNTY ROAD 742			5800-32000	E			ALMONT	81210	
3055826006.100		COUNTY ROAD 742			5833-34601	O			ALMONT	81210	
3055826006.100		COUNTY ROAD 743			10-18900	A			GUNNISON	81230	
3055826006.100		COUNTY ROAD 744			120-9000	A			ALMONT	81210	
3055826006.36		COUNTY ROAD 749			1-1453	O			GUNNISON	81230	
3055826011.86B		COUNTY ROAD 75			23-800	A			GUNNISON	81230	
3055826005.97		COUNTY ROAD 759			7100-10000	A			GUNNISON	81230	
3055826011.86B		COUNTY ROAD 76			6-3500	A			PARLIN	81239	
3055826011.86		COUNTY ROAD 76			4042-7009	A			PARLIN	81239	
3055826011.86		COUNTY ROAD 76			8011-9104	A			OHIO CITY	81237	
3055826011.86		COUNTY ROAD 76			9105-9646	A			PARLIN	81239	

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Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826011.86	COUNTY ROAD 76			9647-9723	A			OHIO CITY	81237	
3055826011.86	COUNTY ROAD 76			9724-9909	A			PARLIN	81239	
3055826011.86	COUNTY ROAD 76			9910-16000	A			PITKIN	81241	
3055826011.86	COUNTY ROAD 763			1528-6750	A			GUNNISON	81230	
3055826006.83	COUNTY ROAD 765			12001-26999	A			ALMONT	81210	
3055826011.86	COUNTY ROAD 766			1000-2000	A			GUNNISON	81230	
3055826001.110	COUNTY ROAD 77			1-15700	A			SOMERSET	81434	
3055826011.86	COUNTY ROAD 771			7-6010	A			OHIO CITY	81237	
3055826007.007. 140	COUNTY ROAD 8			1-3128	A			GUNNISON	81230	
3055826005.97	COUNTY ROAD 811			10-7600	A			CRESTED BUTTE	81224	
3055826006.100	COUNTY ROAD 813			31-623	A			ALMONT	81210	
3055826006.83	COUNTY ROAD 813			1130-1501	A			ALMONT	81210	
3055826007.63	COUNTY ROAD 818			300-5110	A			GUNNISON	81230	
3055826005.26	COUNTY ROAD 826A			787-1003	A			CRESTED BUTTE	81224	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826008.59S	COUNTY ROAD 858			115-115	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			116-248	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			249-249	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			260-304	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			305-305	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			306-1060	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			1061-1061	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			1062-1214	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			1215-1215	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			1216-1224	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			1225-1225	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			1226-1264	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			1265-1265	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			1266-1282	A			CIMARRON	81220	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.59S		COUNTY ROAD 858			1283-1283	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1284-1306	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1307-1307	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1308-1353	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1354-1355	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1356-1356	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1357-1357	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1358-1367	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1368-1368	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1369-1369	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1370-1370	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1371-1378	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1379-1379	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1380-1400	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1401-1401	A			CIMARRON	81220	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.59		COUNTY ROAD 858			1402-1454	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1455-1455	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1456-1549	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1550-1550	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1551-1557	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1558-1558	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1559-1669	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1670-1670	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1671-1674	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1675-1675	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1676-1679	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			1680-1680	A			CIMARRON	81220	
3055826008.59		COUNTY ROAD 858			1681-2000	A			CIMARRON	81220	
3055826008.59S		COUNTY ROAD 858			2001-2001	A			CIMARRON	81220	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826008.59	COUNTY ROAD 858			2002-2307	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			2308-2308	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			2309-2777	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			2778-2778	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			2779-2870	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			2871-2871	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			2872-2909	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			2910-2910	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			2911-3366	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			3367-3367	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			3368-3434	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			3435-3435	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			3436-3502	A			CIMARRON	81220	
3055826008.59S	COUNTY ROAD 858			3503-3503	A			CIMARRON	81220	
3055826008.59	COUNTY ROAD 858			3504-3774	A			CIMARRON	81220	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.59S		COUNTY ROAD 858			3775-3775	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864			201-1270	A			CIMARRON	81220	
3055826008.76S		COUNTY ROAD 864			1271-1271	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864			1272-3908	A			CIMARRON	81220	
3055826008.74S		COUNTY ROAD 864			3909-3909	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864			4000-4300	A			CIMARRON	81220	
3055826008.74S		COUNTY ROAD 864			4301-4301	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864			4302-4482	A			CIMARRON	81220	
3055826008.74S		COUNTY ROAD 864			4483-4483	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864			4484-4799	A			CIMARRON	81220	
3055826008.74S		COUNTY ROAD 864			4800-4800	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864			4801-6200	A			CIMARRON	81220	
3055826008.74S		COUNTY ROAD 864			6201-6201	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864			6202-6499	A			CIMARRON	81220	

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Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826008.74S	COUNTY ROAD 864			6500-6500	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			6501-6509	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			6510-6510	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			6511-6777	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			6778-6778	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			6779-8008	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			8009-8009	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			8010-8790	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			8791-8791	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			8792-9259	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			9260-9260	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			9261-9269	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			9270-9270	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			9271-9277	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			9278-9278	A			CIMARRON	81220	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826008.74	COUNTY ROAD 864			9279-9279	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			9380-9380	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			9381-9847	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			9848-9848	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			9849-9850	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			9851-9852	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			9853-9855	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			9856-9856	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			9857-9859	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			9860-9860	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			9861-10109	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			10110-10110	A			CIMARRON	81220	
3055826008.74	COUNTY ROAD 864			10111-10144	A			CIMARRON	81220	
3055826008.74S	COUNTY ROAD 864			10145-10145	A			CIMARRON	81220	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	<b>Comments</b>										
3055826008.74		COUNTY ROAD 864			10146-10489	A			CIMARRON	81220	
3055826008.74S		COUNTY ROAD 864			10490-10490	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864			10491-10594	A			CIMARRON	81220	
3055826008.74S		COUNTY ROAD 864			10595-10595	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864			10596-10600	A			CIMARRON	81220	
3055826008.74		COUNTY ROAD 864A			1-11250	A			CIMARRON	81220	
3055826011.86B		COUNTY ROAD 887			299-8717	A			GUNNISON	81230	
3055826011.86B		COUNTY ROAD 888			300-120001	A			GUNNISON	81230	
3055826006.83		COUNTY ROAD 9			225-606	A			GUNNISON	81230	
3055826008.76S		COVE	RD		155-155	A			GUNNISON	81230	
3055826008.76		COVE	RD		156-190	A			GUNNISON	81230	
3055826008.76S		COVE	RD		191-191	A			GUNNISON	81230	
3055826008.76		COVE	RD		192-194	A			GUNNISON	81230	
3055826008.76S		COVE	RD		195-195	A			GUNNISON	81230	
3055826008.76		COVE	RD		196-274	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76S		COVE	RD		275-275	A			GUNNISON	81230	
3055826008.76		COVE	RD		276-304	A			GUNNISON	81230	
3055826008.76S		COVE	RD		305-305	A			GUNNISON	81230	
3055826008.76		COVE	RD		306-316	A			GUNNISON	81230	
3055826008.76S		COVE	RD		317-317	A			GUNNISON	81230	
3055826008.76		COVE	RD		318-418	A			GUNNISON	81230	
3055826008.76S		COVE	RD		419-419	A			GUNNISON	81230	
3055826008.76		COVE	RD		420-436	A			GUNNISON	81230	
3055826008.76S		COVE	RD		437-437	A			GUNNISON	81230	
3055826008.76		COVE	RD		438-446	A			GUNNISON	81230	
3055826008.76S		COVE	RD		447-447	A			GUNNISON	81230	
3055826008.76		COVE	RD		448-787	A			GUNNISON	81230	
3055826008.76S		COVE	RD		788-788	A			GUNNISON	81230	
3055826008.76		COVE	RD		789-819	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76S		COVE	RD		820-820	A			GUNNISON	81230	
3055826008.76		COVE	RD		821-843	A			GUNNISON	81230	
3055826008.76S		COVE	RD		844-844	A			GUNNISON	81230	
3055826008.76		COVE	RD		845-887	A			GUNNISON	81230	
3055826008.76S		COVE	RD		888-888	A			GUNNISON	81230	
3055826008.76		COVE	RD		889-918	A			GUNNISON	81230	
3055826008.76S		COVE	RD		919-919	A			GUNNISON	81230	
3055826008.76		COVE	RD		920-936	A			GUNNISON	81230	
3055826008.76S		COVE	RD		937-937	A			GUNNISON	81230	
3055826008.76		COVE	RD		938-939	A			GUNNISON	81230	
3055826008.76S		COVE	RD		940-941	A			GUNNISON	81230	
3055826008.76		COVE	RD		942-947	A			GUNNISON	81230	
3055826008.76S		COVE	RD		948-948	A			GUNNISON	81230	
3055826008.76		COVE	RD		949-951	A			GUNNISON	81230	
3055826008.76S		COVE	RD		952-952	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76		COVE	RD		953-986	A			GUNNISON	81230	
3055826008.76S		COVE	RD		987-987	A			GUNNISON	81230	
3055826008.76		COVE	RD		988-994	A			GUNNISON	81230	
3055826008.76S		COVE	RD		995-995	A			GUNNISON	81230	
3055826008.76		COVE	RD		996-1042	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1043-1043	A			GUNNISON	81230	
3055826008.76		COVE	RD		1044-1050	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1051-1051	A			GUNNISON	81230	
3055826008.76		COVE	RD		1052-1099	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1100-1100	A			GUNNISON	81230	
3055826008.76		COVE	RD		1101-1101	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1102-1102	A			GUNNISON	81230	
3055826008.76		COVE	RD		1103-1103	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1104-1104	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76		COVE	RD		1105-1115	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1116-1116	A			GUNNISON	81230	
3055826008.76		COVE	RD		1117-1119	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1120-1120	A			GUNNISON	81230	
3055826008.76		COVE	RD		1121-1121	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1122-1122	A			GUNNISON	81230	
3055826008.76		COVE	RD		1123-1123	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1124-1124	A			GUNNISON	81230	
3055826008.76		COVE	RD		1125-1125	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1126-1126	A			GUNNISON	81230	
3055826008.76		COVE	RD		1127-1127	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1128-1128	A			GUNNISON	81230	
3055826008.76		COVE	RD		1129-1131	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1132-1132	A			GUNNISON	81230	
3055826008.76		COVE	RD		1133-1133	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76S		COVE	RD		1134-1134	A			GUNNISON	81230	
3055826008.76		COVE	RD		1135-1144	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1145-1145	A			GUNNISON	81230	
3055826008.76		COVE	RD		1146-1166	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1167-1167	A			GUNNISON	81230	
3055826008.76		COVE	RD		1168-1190	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1191-1191	A			GUNNISON	81230	
3055826008.76		COVE	RD		1192-1224	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1225-1225	A			GUNNISON	81230	
3055826008.76		COVE	RD		1226-1259	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1260-1260	A			GUNNISON	81230	
3055826008.76		COVE	RD		1261-1269	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1270-1270	A			GUNNISON	81230	
3055826008.76		COVE	RD		1271-1271	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
		<b>Comments</b>									
3055826008.76S		COVE	RD		1272-1272	A			GUNNISON	81230	
3055826008.76		COVE	RD		1273-1273	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1274-1274	A			GUNNISON	81230	
3055826008.76		COVE	RD		1275-1282	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1283-1283	A			GUNNISON	81230	
3055826008.76		COVE	RD		1284-1309	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1310-1310	A			GUNNISON	81230	
3055826008.76		COVE	RD		1311-1325	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1326-1326	A			GUNNISON	81230	
3055826008.76		COVE	RD		1327-1358	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1359-1359	A			GUNNISON	81230	
3055826008.76		COVE	RD		1360-1430	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1431-1431	A			GUNNISON	81230	
3055826008.76		COVE	RD		1432-1451	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1452-1452	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76		COVE	RD		1453-1481	A			GUNNISON	81230	
3055826008.76S		COVE	RD		1482-1482	A			GUNNISON	81230	
3055826006.2		COYOTE	TRL		1-500	A			ALMONT	81210	
3055826005.16		COYOTE	CIR		1-500	A			CRESTED BUTTE	81224	
3055826005.17		COYOTE RIDGE	RD		1-200	A			CRESTED BUTTE	81224	
3055826005.24		CREEK COVE			1-100	O			CRESTED BUTTE	81224	
3055826005.11		CREEKSIDE	LN		99-99	A			CRESTED BUTTE	81224	
3055826008.3		CREST	DR		132-821	A			CIMARRON	81220	
3055826006.83		CREST VIEW	DR		1-398	A			GUNNISON	81230	
3055826004.115		CRESTED BUTTE	WAY		1-500	A			MT CRESTED BUTTE	81225	
3055826004.115		CRESTED MOUNTAIN	LN		6-32	A			MT CRESTED BUTTE	81225	
3055826013.81		CROCUS	RD		1-406	A			GUNNISON	81230	
3055826012.80NA		CROSSCUT	RD		190-230	A			GUNNISON	81230	
3055826004.118		CRYSTAL	RD		1-500	A			MT CRESTED BUTTE	81225	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826002.113		CRYSTAL	DR		12-136	A			MARBLE	81623	
3055826010.45		CRYSTAL HALL WSC			0-0	A			GUNNISON	81231	
3055826002.113		CRYSTALLINE	DR		1-170	A			MARBLE	81623	
3055826008.64		CURECANTI	DR		1-1000	A			GUNNISON	81230	
3055826004.118		DAISY	CIR		1-500	A			MT CRESTED BUTTE	81225	
3055826006.1		DEBBY	WAY		7-45	A			GUNNISON	81230	
3055826008.64		DEER	TRL		1-2000	A			GUNNISON	81230	
3055826002.113		DEER	TRL		29-227	A			MARBLE	81623	
3055826008.3		DEER	TRL		740-770	A			CIMARRON	81220	
3055826004.117		DEER CREEK	CIR		1-1000	A			MT CRESTED BUTTE	81225	
3055826006.131		DEER PATH	LN		23-250	A			ALMONT	81210	
3055826010.56	E	DENVER	AVE		100-398	E			GUNNISON	81230	
3055826015.50	E	DENVER	AVE		101-397	O			GUNNISON	81230	
3055826009.46	W	DENVER	AVE		114-699	A			GUNNISON	81230	
3055826009.39	W	DENVER	AVE		700-799	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826009.39	W	DENVER	AVE		800-1020	E			GUNNISON	81230	
3055826014.40	W	DENVER	AVE		801-1021	O			GUNNISON	81230	
3055826014.71	W	DENVER	AVE		1101-1499	O			GUNNISON	81230	
3055826014.66	W	DENVER	AVE		1200-1200	E			GUNNISON	81230	
3055826007.63	W	DENVER	AVE		1212-1404	E			GUNNISON	81230	
3055826011.125		DIAMOND	DR		1-1000	A			PITKIN	81241	
3055826014.40		DIAMOND	LN		101-150	A			GUNNISON	81230	
3055826008.64		DOE	CIR		1-100	A			GUNNISON	81230	
3055826010.45		DOLORES HALL WSC			0-0	A			GUNNISON	81231	
3055826009.39		DORCHESTER	ST		1-13	A			GUNNISON	81230	
3055826006.100		DOUGLAS	TRL		1-500	A			ALMONT	81210	
3055826006.100		DRAGON	LN		1-1000	A			GUNNISON	81230	
3055826004.117		DRY BASIN	ST		1-1000	A			MT CRESTED BUTTE	81225	
3055826007.63		EAGLE	DR		1-500	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.16		EAGLE	LN		1-2000	A			CRESTED BUTTE	81224	
3055826007.63		EAGLE CREEK	DR		1-1000	A			GUNNISON	81230	
3055826007.63		EAGLE HILL	RD		1-5000	A			GUNNISON	81230	
3055826007.63		EAGLE MEADOW	RD		1-3000	A			GUNNISON	81230	
3055826007.63		EAGLE TRAIL	RD		1-750	A			GUNNISON	81230	
3055826007.63		EAGLE VIEW	RD		1-43	A			GUNNISON	81230	
3055826008.6		EAGLES REST	DR		1-2700	A			CIMARRON	81220	
3055826005.17		EARHART	LN		1-76	A			CRESTED BUTTE	81224	
3055826011.86B		EARL	AVE		1-20	A			PARLIN	81239	
3055826005.24		EAST	LN		1-77	A			CRESTED BUTTE	81224	
3055826006.131		EAST RIVER	LN		1-1000	A			ALMONT	81210	
3055826006.83		EAST TAYLOR	DR		16-16	A			ALMONT	81210	
3055826003.9		EIGHTH	ST		1-803	A			CRESTED BUTTE	81224	
3055826005.14		ELCHO	AVE		1-364	A			CRESTED BUTTE	81224	
3055826009.39	W	ELIZABETH	AVE		100-298	E			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826009.46	W	ELIZABETH	AVE		101-299	O			GUNNISON	81230	
3055826009.39	W	ELIZABETH	AVE		300-800	A			GUNNISON	81230	
3055826008.6		ELK	DR		1-506	A			CIMARRON	81220	
3055826003.9		ELK	AVE		1-911	A			CRESTED BUTTE	81224	
3055826005.17		ELK VALLEY	RD		1-500	A			CRESTED BUTTE	81224	
3055826014.40		ELSA	CT		601-607	A			GUNNISON	81230	
3055826014.40		EMERALD	LN		101-113	A			GUNNISON	81230	
3055826004.115		EMMONS	RD		1-724	A			MT CRESTED BUTTE	81225	
3055826005.14		ENDNER	PL		1-1000	A			CRESTED BUTTE	81224	
3055826006.83		ENDNER	LN		23-101	A			ALMONT	81210	
3055826008.128		ENGINEERS	TRL		1-1500	A			POWDERHORN	81243	
3055826005.14		ESCALANTE	ST		11-600	A			CRESTED BUTTE	81224	
3055826010.45		ESCALANTE	DR		300-540	A			GUNNISON	81230	
3055826010.56		ESCALANTE HALL WSC			0-0	A			GUNNISON	81231	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826006.83		ESTY	LN		1-2500	A			GUNNISON	81230	
3055826014.40	W	EVANS	AVE		700-905	A			GUNNISON	81230	
3055826006.1		EVELYN	LN		99-127	A			GUNNISON	81230	
3055826005.26		EVERGREEN	DR		1-400	A			CRESTED BUTTE	81224	
3055826002.113		EVERGREEN	LN		1200-1250	A			MARBLE	81623	
3055826005.16		FAIRWAY	DR		1-300	A			CRESTED BUTTE	81224	
3055826013.65		FAIRWAY	LN		6-1300	A			GUNNISON	81230	
3055826008.65		FALCON	WAY		471-471	A			CIMARRON	81220	
3055826008.6		FALCON	WAY		472-619	A			CIMARRON	81220	
3055826008.6S		FALCON	WAY		620-620	A			CIMARRON	81220	
3055826008.6		FALCON	WAY		621-633	A			CIMARRON	81220	
3055826008.6S		FALCON	WAY		634-634	A			CIMARRON	81220	
3055826008.6		FALCON	WAY		635-732	A			CIMARRON	81220	
3055826008.6S		FALCON	WAY		733-733	A			CIMARRON	81220	
3055826006.83		FARWAY	DR		1-500	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.64		FAWN	DR		1-46	A			GUNNISON	81230	
3055826002.113		FELDSPAR	LN		1-8000	A			MARBLE	81623	
3055826003.9		FIFTH	ST		1-930	A			CRESTED BUTTE	81224	
3055826003.9		FIRST	ST		1-610	A			CRESTED BUTTE	81224	
3055826009.39		FLORESTA	ST		1-202	A			GUNNISON	81230	
3055826005.14		FLOYD	AVE		1-10000	A			CRESTED BUTTE	81224	
3055826004.118		FOREST	LN		1-4	A			MT CRESTED BUTTE	81225	
3055826011.125		FOREST	TRL		1-1000	A			PITKIN	81241	
3055826005.16		FOREST	LN		1-2000	A			CRESTED BUTTE	81224	
3055826001.110		FOREST SERVICE	RD		1198-1198	A			SOMERSET	81434	
3055826001.109		FOREST SERVICE RD 709			100-10400	A			SOMERSET	81434	
3055826011.86		FOREST SERVICE RD 765.3G			902-1000	A			PITKIN	81241	
3055826011.125		FOREST SERVICE RD 770			125-1150	A			PITKIN	81241	
3055826005.28G		FOREST SERVICE RD 826			2570-2570	A			CRESTED BUTTE	81224	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.28		FOREST SERVICE RD 826.D1			700-1351	A			CRESTED BUTTE	81224	
3055826011.125		FOSSILL VIEW	RD		100-3000	A			PITKIN	81241	
3055826003.9		FOURTH	ST		13-719	A			CRESTED BUTTE	81224	
3055826005.14		FOX	PL		1-1000	A			CRESTED BUTTE	81224	
3055826011.125		FREE SILVER	DR		1-1000	A			PITKIN	81241	
3055826003.9		FRIST	ST		1-700	A			CRESTED BUTTE	81224	
3055826002.111		GALLO HILL	DR		15-235	A			MARBLE	81623	
3055826005.16		GARLAND	DR		10-25	A			CRESTED BUTTE	81224	
3055826011.125		GENEVA	LN		1-1000	A			PITKIN	81241	
3055826011.125		GENEVA	LOOP		1-2000	A			PITKIN	81241	
3055826006.83		GEORGE BAILEY	DR		1-500	A			ALMONT	81210	
3055826015.50	E	GEORGIA	AVE		100-412	A			GUNNISON	81230	
3055826010.45	E	GEORGIA	AVE		413-615	A			GUNNISON	81230	
3055826015.50	W	GEORGIA	AVE		115-510	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description	
		Comments										
3055826014.49	W	GEORGIA	AVE		600-699	A			GUNNISON	81230		
3055826014.40	W	GEORGIA	AVE		700-916	A			GUNNISON	81230		
3055826005.14		GILLASPEY	AVE		17-430	A			CRESTED BUTTE	81224		
3055826006.83		GINGKO	DR		63-72	A			GUNNISON	81230		
3055826005.14		GLACIER	ST		80-80	A			CRESTED BUTTE	81224		
3055826005.26		GLACIER LILY	WAY		1-115	A			CRESTED BUTTE	81224		
3055826005.14		GLORIA	PL		1-1000	A			CRESTED BUTTE	81224		
3055826004.118		GOLD LINK	DR		5-44	A			MT CRESTED BUTTE	81225		
3055826006.36		GOLDENSTONE	DR		1-200	A			CRESTED BUTTE	81224		
3055826008.128		GOOSE CREEK	RD		1-2500	A			POWDERHORN	81243		
3055826005.14		GOREN	ST		9-272	A			CRESTED BUTTE	81224		
3055826003.9		GOTHIC	AVE		1-1000	A			CRESTED BUTTE	81224		
3055826004.118		GOTHIC	RD		100-399	A			MT CRESTED BUTTE	81225		
3055826004.115		GOTHIC	RD		400-720	A			MT CRESTED BUTTE	81225		
3055826004.118		GOTHIC	RD		721-1020	A			MT CRESTED BUTTE	81225		

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826015.50	E	GOTHIC	AVE		100-399	A			GUNNISON	81230	
3055826010.56	E	GOTHIC	AVE		400-414	A			GUNNISON	81230	
3055826015.50	W	GOTHIC	AVE		101-599	O			GUNNISON	81230	
3055826009.46	W	GOTHIC	AVE		102-616	E			GUNNISON	81230	
3055826014.49	W	GOTHIC	AVE		601-699	O			GUNNISON	81230	
3055826009.39	W	GOTHIC	AVE		700-798	E			GUNNISON	81230	
3055826014.40	W	GOTHIC	AVE		701-735	O			GUNNISON	81230	
3055826014.40		GRANITE	LN		102-104	A			GUNNISON	81230	
3055826011.125		GRASSHOPPER	RD		57-8197	A			PITKIN	81241	
3055826004.117		GRAY FOX	RD		1-1000	A			MT CRESTED BUTTE	81225	
3055826006.36		GREEN DRAKE	DR		1-200	A			CRESTED BUTTE	81224	
3055826012.80NA		GRIFFING	RD		1-351	A			GUNNISON	81230	
3055826006.1		GRIZZLY PEAK	DR		10-251	A			ALMONT	81210	
3055826002.113		GULCH	WAY		1-100	A			MARBLE	81623	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826011.121		GUNNISON	ST		100-300	A			OHIO CITY	81237	
3055826013.48	E	GUNNISON	AVE		116-423	A			GUNNISON	81230	
3055826013.48	W	GUNNISON	AVE		100-599	A			GUNNISON	81230	
3055826014.49	W	GUNNISON	AVE		600-699	A			GUNNISON	81230	
3055826014.40	W	GUNNISON	AVE		700-1199	A			GUNNISON	81230	
3055826014.40	W	GUNNISON	AVE		1200-1416	A			GUNNISON	81230	
3055826006.1		GUNNISON HIGHLANDS N			0-0	A			ALMONT	81210	
3055826006.85		GUNNISON RIVER RANCH	RD		1-1400	A			GUNNISON	81230	
3055826008.76		HALF MOON	TRL		1-1500	A			GUNNISON	81230	
3055826011.125		HALLS GULCH	RD		1-1000	A			PITKIN	81241	
3055826008.8S		HAMPTON	RD		201-201	A			CIMARRON	81220	
3055826008.8		HAMPTON	RD		202-249	A			CIMARRON	81220	
3055826008.8S		HAMPTON	RD		250-250	A			CIMARRON	81220	
3055826008.8		HAMPTON	RD		251-336	A			CIMARRON	81220	
3055826008.8S		HAMPTON	RD		337-337	A			CIMARRON	81220	

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3055826008.8	HAMPTON	RD		338-404	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		405-405	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		406-470	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		471-471	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		472-538	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		539-539	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		540-571	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		572-572	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		573-670	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		671-671	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		672-703	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		704-704	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		705-873	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		874-874	A			CIMARRON	81220	

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Precinct/Split	Pre Dir Street Comments	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
3055826008.8	HAMPTON	RD		875-904	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		905-905	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		906-940	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		941-941	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		942-1006	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		1007-1007	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		1008-1069	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		1070-1070	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		1071-1072	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		1073-1073	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		1074-1203	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		1204-1204	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		1205-1274	A			CIMARRON	81220	
3055826008.8S	HAMPTON	RD		1275-1276	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		1277-1321	A			CIMARRON	81220	

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Precinct/Split	Pre Dir Street Comments	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
3055826008.8S	HAMPTON	RD		1322-1322	A			CIMARRON	81220	
3055826008.8	HAMPTON	RD		1323-1409	A			CIMARRON	81220	
3055826013.65	HARTMAN ROCKS	DR		67-913	A			GUNNISON	81230	
3055826005.14	HAYERLY	ST		9-1000	A			CRESTED BUTTE	81224	
3055826007.62	HAWK	DR		1-1000	A			GUNNISON	81230	
3055826002.111	HAYS			100-500	A			MARBLE	81623	
3055826008.4	HAZEL LAKE	DR		1-1900	A			CIMARRON	81220	
3055826010.45	HERMOSA HALL WSC			0-0	A			GUNNISON	81231	
3055826005.26	HIDDEN MINE	RD		77-870	A			CRESTED BUTTE	81224	
3055826005.26	HIDDEN RIVER	RD		1-2000	A			CRESTED BUTTE	81224	
3055826005.26	HIDDEN RIVER RANCH	RD		190-568	A			CRESTED BUTTE	81224	
3055826011.125	HIGHLINE	DR		1-1000	A			PITKIN	81241	
3055826011.86B	HIGHWAY 114			1-7999	O			GUNNISON	81230	
3055826012.80NA	HIGHWAY 114			2-8000	E			GUNNISON	81230	

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Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826001.130	HIGHWAY 133			2002-4015	A			SOMERSET	81434	
3055826001.110	HIGHWAY 133			4016-22250	A			SOMERSET	81434	
3055826002.99	HIGHWAY 133			22994-30022	A			MARBLE	81623	
3055826007.007.067	HIGHWAY 135			1-2601	O			GUNNISON	81230	
3055826010.84	HIGHWAY 135			2-1098	E			GUNNISON	81230	
3055826006.85	HIGHWAY 135			1100-3486	E			GUNNISON	81230	
3055826007.007.140	HIGHWAY 135			3487-5865	O			GUNNISON	81230	
3055826006.85	HIGHWAY 135			3488-5864	E			GUNNISON	81230	
3055826006.85	HIGHWAY 135			5866-7070	E			GUNNISON	81230	
3055826006.85	HIGHWAY 135			7072-8349	A			GUNNISON	81230	
3055826006.83	HIGHWAY 135			8350-15100	A			GUNNISON	81230	
3055826006.36	HIGHWAY 135			15101-15699	O			GUNNISON	81230	
3055826006.1	HIGHWAY 135			15102-15698	E			GUNNISON	81230	
3055826006.2	HIGHWAY 135			15701-19816	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.11		HIGHWAY 135			19817-23400	A			CRESTED BUTTE	81224	
3055826005.24		HIGHWAY 135			23401-25589	A			CRESTED BUTTE	81224	
3055826005.24P		HIGHWAY 135			25590-25590	A			CRESTED BUTTE	81224	
3055826005.24		HIGHWAY 135			25591-27999	A			CRESTED BUTTE	81224	
3055826008.76		HIGHWAY 149			105-24441	A			POWDERHORN	81243	
3055826008.76		HIGHWAY 149			24442-33000	A			GUNNISON	81230	
3055826008.58		HIGHWAY 50			348-1596	A			CIMARRON	81220	
3055826008.58S		HIGHWAY 50			1597-1597	A			CIMARRON	81220	
3055826008.58		HIGHWAY 50			1598-1654	A			CIMARRON	81220	
3055826008.58S		HIGHWAY 50			1655-1655	A			CIMARRON	81220	
3055826008.58		HIGHWAY 50			1656-3979	A			CIMARRON	81220	
3055826008.58S		HIGHWAY 50			3980-3980	A			CIMARRON	81220	
3055826008.58		HIGHWAY 50			3981-3999	A			CIMARRON	81220	
3055826008.58S		HIGHWAY 50			4000-4000	A			CIMARRON	81220	
3055826008.58		HIGHWAY 50			4001-4039	A			CIMARRON	81220	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.58S		HIGHWAY 50			4040-4040	A			CIMARRON	81220	
3055826008.58		HIGHWAY 50			4041-9034	A			CIMARRON	81220	
3055826008.58S		HIGHWAY 50			9035-9035	A			CIMARRON	81220	
3055826008.58		HIGHWAY 50			9036-9400	A			CIMARRON	81220	
3055826008.58S		HIGHWAY 50			9401-9401	A			CIMARRON	81220	
3055826008.58		HIGHWAY 50			9402-9488	A			CIMARRON	81220	
3055826008.76S		HIGHWAY 50			9701-9701	O			GUNNISON	81230	
3055826008.76		HIGHWAY 50			9703-9799	O			GUNNISON	81230	
3055826008.76S		HIGHWAY 50			9801-9801	O			GUNNISON	81230	
3055826008.76		HIGHWAY 50			9803-10775	O			GUNNISON	81230	
3055826008.76		HIGHWAY 50			10776-13629	A			GUNNISON	81230	
3055826008.76S		HIGHWAY 50			13630-13630	A			GUNNISON	81230	
3055826008.76		HIGHWAY 50			13631-13639	A			GUNNISON	81230	
3055826008.76S		HIGHWAY 50			13640-13640	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76		HIGHWAY 50			13641-14486	A			GUNNISON	81230	
3055826008.76S		HIGHWAY 50			14487-14487	A			GUNNISON	81230	
3055826008.76		HIGHWAY 50			14488-14751	A			GUNNISON	81230	
3055826008.76S		HIGHWAY 50			14752-14752	A			GUNNISON	81230	
3055826008.76		HIGHWAY 50			14753-16000	A			GUNNISON	81230	
3055826008.64		HIGHWAY 50			16020-35129	A			GUNNISON	81230	
3055826013.65		HIGHWAY 50			35130-38362	E			GUNNISON	81230	
3055826008.64		HIGHWAY 50			35131-39531	O			GUNNISON	81230	
3055826012.80NA		HIGHWAY 50			41883-41965	A			GUNNISON	81230	
3055826012.80A		HIGHWAY 50			42246-42246	E			GUNNISON	81230	
3055826012.80NA		HIGHWAY 50			42247-43499	A			GUNNISON	81230	
3055826012.80NA		HIGHWAY 50			43500-47998	E			GUNNISON	81230	
3055826011.86B		HIGHWAY 50			43501-47999	O			GUNNISON	81230	
3055826011.86B		HIGHWAY 50			48000-62984	A			GUNNISON	81230	
3055826014.40	W	HIGHWAY 50 FRONTAGE	RD		203-1200	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76		HIGHWAY 92			1100-6275	A			GUNNISON	81230	
3055826008.76S		HIGHWAY 92			6276-6276	A			GUNNISON	81230	
3055826008.76		HIGHWAY 92			6277-8298	A			GUNNISON	81230	
3055826008.76S		HIGHWAY 92			8299-8299	A			GUNNISON	81230	
3055826008.76		HIGHWAY 92			8300-16170	A			GUNNISON	81230	
3055826008.76S		HIGHWAY 92			16171-16171	A			GUNNISON	81230	
3055826002.111	E	HILL	ST		100-323	A			MARBLE	81623	
3055826002.113		HOKA HEY	TRL		1-500	A			MARBLE	81623	
3055826002.113		HOLLAND	DR		1-1000	A			MARBLE	81623	
3055826005.35		HOMESTEAD	LN		1-500	A			ALMONT	81210	
3055826012.80NA		HOMESTEAD	RD		94-425	A			GUNNISON	81230	
3055826007.63		HORSE RIVER RANCH	DR		900-1515	A			GUNNISON	81230	
3055826004.118		HORSESHOE	DR		1-600	A			MT CRESTED BUTTE	81225	
3055826005.14		HUCKEY	WAY		1-1000	A			CRESTED BUTTE	81224	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826006.1		HUMMINGBIRD	LN		23-500	A			ALMONT	81210	
3055826004.118		HUNTER HILL	RD		1-400	A			MT CRESTED BUTTE	81225	
3055826006.2		ILLINOIS CREEK			1-100	A			ALMONT	81210	
3055826007.63		INCA	TRL		38-42	A			GUNNISON	81230	
3055826012.80NA		INDUSTRIAL PARK	RD		100-590	A			GUNNISON	81230	
3055826015.50	N	IOWA	ST		107-621	A			GUNNISON	81230	
3055826010.56	N	IOWA	ST		707-707	A			GUNNISON	81230	
3055826013.48	S	IOWA	ST		100-410	A			GUNNISON	81230	
3055826013.81		IRIS	RD		40-326	A			GUNNISON	81230	
3055826009.39		IRWIN	ST		1-115	A			GUNNISON	81230	
3055826002.113		ISLAND LAKE	WAY		48-48	A			MARBLE	81623	
3055826005.25		JACQUELYN	LN		1-95	A			CRESTED BUTTE	81224	
3055826006.83		JANES	LN		23-30	A			ALMONT	81210	
3055826005.14		JANET	PL		1-700	A			CRESTED BUTTE	81224	
3055826006.2		JOLEE	TRL		1-501	A			ALMONT	81210	

Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826009.39	JOSEPH	LN		300-312	A			GUNNISON	81230	
3055826005.26	JOURNEYS END	RD		5-535	O			CRESTED BUTTE	81224	
3055826003.9	JOURNEYS END	RD		398-650	E			CRESTED BUTTE	81224	
3055826005.26	JOURNEYS END	RD		692-890	A			CRESTED BUTTE	81224	
3055826005.24	JUDD FALLS	CIR		1-29	A			CRESTED BUTTE	81224	
3055826005.26	JUNEBERRY	LN		1-100	A			CRESTED BUTTE	81224	
3055826014.40	JUNIPER	LN		1-5	A			GUNNISON	81230	
3055826008.3	JUNIPER	DR		1-1500	A			CIMARRON	81220	
3055826002.113	JUNIPER	CT		27-37	A			MARBLE	81623	
3055826002.111	JUNIPER	CT		48-48	A			MARBLE	81623	
3055826002.113	JUNIPER	CT		55-55	A			MARBLE	81623	
3055826002.111	JUNIPER	CT		66-73	A			MARBLE	81623	
3055826007.007. 140	JUNIPER	WAY		103-115	A			GUNNISON	81230	
3055826010.45	KEATING HALL WSC			0-0	A			GUNNISON	81231	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.128		KEBLER	TRL		100-1700	A			POWDERHORN	81243	
3055826007.63		KESTREL	DR		1-500	A			GUNNISON	81230	
3055826011.125		KIMMEL GULCH			1-9000	A			PITKIN	81241	
3055826001.130		KING	AVE		1-408	A			SOMERSET	81434	
3055826007.63		KIOWA	TRL		50-1000	A			GUNNISON	81230	
3055826004.117		KOKANEE	LN		10-28	A			MT CRESTED BUTTE	81225	
3055826007.67		KOKANEE	CT		80-550	A			GUNNISON	81230	
3055826005.14		KUBLER	ST		1-400	A			CRESTED BUTTE	81224	
3055826005.14		KUBLER	CT		1-500	A			CRESTED BUTTE	81224	
3055826008.4		LAKE	RD		1-500	A			CIMARRON	81220	
3055826005.26C		LAKE IRWIN 10TH	ST		177-520	A			CRESTED BUTTE	81224	
3055826005.26C		LAKE IRWIN 11TH	ST		1-480	A			CRESTED BUTTE	81224	
3055826005.26C		LAKE IRWIN 7TH	ST		100-494	A			CRESTED BUTTE	81224	
3055826005.26C		LAKE IRWIN 8TH	ST		9-670	A			CRESTED BUTTE	81224	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.26C		LAKE IRWIN 9TH	ST		210-451	A			CRESTED BUTTE	81224	
3055826005.28G	N	LAKE IRWIN TOWNSITE			0-0	A			CRESTED BUTTE	81224	
3055826005.26C	S	LAKE IRWIN TOWNSITE			0-0	A			CRESTED BUTTE	81224	
3055826005.17		LAKE RIDGE	RD		1-1000	A			CRESTED BUTTE	81224	
3055826004.118		LAPIS	LN		1-50	A			MT CRESTED BUTTE	81225	
3055826006.36		LARIAT	RD		1-500	A			CRESTED BUTTE	81224	
3055826005.17		LARK SPUR	LOOP		1-600	A			CRESTED BUTTE	81224	
3055826005.26		LARKSPUR	DR		1-500	A			CRESTED BUTTE	81224	
3055826005.17		LARKSPUR	LOOP		1-1000	A			CRESTED BUTTE	81224	
3055826006.1		LAUREL	ST		100-200	A			ALMONT	81210	
3055826009.39		LEROY	AVE		320-320	E			GUNNISON	81230	
3055826005.17		LEXIE	CT		1-500	A			CRESTED BUTTE	81224	
3055826002.111		LICHEN	CT		19-67	A			MARBLE	81623	
3055826006.85		LICILE	PL		1-200	A			GUNNISON	81230	
3055826011.125		LIME BASIN	LN		1-400	A			PITKIN	81241	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826011.125		LIME BLUFF	DR		1-1000	A			PITKIN	81241	
3055826005.16		LINKS	CT		1-10	A			CRESTED BUTTE	81224	
3055826005.16		LINKS	LN		1-40	A			CRESTED BUTTE	81224	
3055826011.125		LITTLE ANIA	WAY		1-1000	A			PITKIN	81241	
3055826011.125		LITTLE CHIEF	WAY		1-1000	A			PITKIN	81241	
3055826008.76		LOCH LAVEN	RD		327-350	A			GUNNISON	81230	
3055826006.1		LOCHLEVEN	LN		26-260	A			ALMONT	81210	
3055826005.16		LONG	DR		1-500	A			CRESTED BUTTE	81224	
3055826006.85		LOST RIVER	LN		100-460	A			GUNNISON	81230	
3055826010.45	N	LOVELAND	ST		201-223	A			GUNNISON	81230	
3055826005.25		LOWER ALLEN	RD		1-850	A			CRESTED BUTTE	81224	
3055826005.26		LOWER HIGHLANDS	RD		100-860	A			CRESTED BUTTE	81224	
3055826006.83		LUCILE	PL		1-1000	A			GUNNISON	81230	
3055826006.83		LUCILE	LN		1-1000	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826005.14	LUISA	LN		1-1000	A			CRESTED BUTTE	81224	
3055826006.36	LUPINE	DR		1-500	A			CRESTED BUTTE	81224	
3055826008.76S	MACKINAW	WAY		10-10	A			GUNNISON	81230	
3055826008.76	MACKINAW	WAY		11-24	A			GUNNISON	81230	
3055826008.76S	MACKINAW	WAY		25-25	A			GUNNISON	81230	
3055826008.76	MACKINAW	WAY		26-41	A			GUNNISON	81230	
3055826008.76S	MACKINAW	WAY		42-42	A			GUNNISON	81230	
3055826008.76	MACKINAW	WAY		43-57	A			GUNNISON	81230	
3055826008.76S	MACKINAW	WAY		58-58	A			GUNNISON	81230	
3055826008.76	MACKINAW	WAY		59-69	A			GUNNISON	81230	
3055826008.76S	MACKINAW	WAY		70-70	A			GUNNISON	81230	
3055826008.76	MACKINAW	WAY		71-74	A			GUNNISON	81230	
3055826008.76S	MACKINAW	WAY		75-75	A			GUNNISON	81230	
3055826008.76	MACKINAW	WAY		76-90	A			GUNNISON	81230	
3055826008.76S	MACKINAW	WAY		91-92	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76		MACKINAW	WAY		93-109	A			GUNNISON	81230	
3055826008.76S		MACKINAW	WAY		110-110	A			GUNNISON	81230	
3055826008.76		MACKINAW	WAY		111-143	A			GUNNISON	81230	
3055826008.76S		MACKINAW	WAY		144-144	A			GUNNISON	81230	
3055826008.76		MACKINAW	WAY		145-146	A			GUNNISON	81230	
3055826008.76S		MACKINAW	WAY		147-147	A			GUNNISON	81230	
3055826006.83		MAGNOLIA	DR		1-1000	A			GUNNISON	81230	
3055826006.83		MAIN	ST		1-500	A			ALMONT	81210	
3055826011.123		MAIN	ST		1-823	A			PITKIN	81241	
3055826002.111	E	MAIN	ST		24-223	A			MARBLE	81623	
3055826015.50	N	MAIN	ST		100-499	A			GUNNISON	81230	
3055826015.50	N	MAIN	ST		500-698	E			GUNNISON	81230	
3055826009.46	N	MAIN	ST		501-999	O			GUNNISON	81230	
3055826010.45	N	MAIN	ST		700-1198	E			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826009.39	N	MAIN	ST		1001-1199	O			GUNNISON	81230	
3055826013.48	S	MAIN	ST		100-699	A			GUNNISON	81230	
3055826002.111	W	MAIN	ST		101-301	A			MARBLE	81623	
3055826002.111	W	MAIN	ST		507-710	A			MARBLE	81623	
3055826002.113	W	MAIN	ST		915-915	A			MARBLE	81623	
3055826007.63		MALLARD POINT	DR		16-263	A			GUNNISON	81230	
3055826002.111	E	MARBLE	ST		1-501	A			MARBLE	81623	
3055826002.111	W	MARBLE	ST		100-499	A			MARBLE	81623	
3055826002.113		MARBLE QUARRY	RD		1-3411	A			MARBLE	81623	
3055826002.113		MARBLE VILLAGE	DR		100-5499	A			MARBLE	81623	
3055826002.111		MARBLE VILLAGE	DR		5500-7000	A			MARBLE	81623	
3055826004.118		MARCELLINA	LN		11-19	A			MT CRESTED BUTTE	81225	
3055826004.115		MARCELLINA	LN		20-28	A			MT CRESTED BUTTE	81225	
3055826004.118		MARCELLINA	LN		29-29	A			MT CRESTED BUTTE	81225	
3055826004.115		MARCELLINA	LN		30-80	A			MT CRESTED BUTTE	81225	

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Precinct/Split	Pre Dir Street Comments	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
3055826005.26	MARIPOSA	LN		1-100	A			CRESTED BUTTE	81224	
3055826005.26	MARMOT	WAY		1-4747	A			CRESTED BUTTE	81224	
3055826003.9	MAROON	AVE		1-900	A			CRESTED BUTTE	81224	
3055826011.125	MARQUETTE	TRL		1-1000	A			PITKIN	81241	
3055826006.1	MATCHLESS MTN	RD		36-177	A			ALMONT	81210	
3055826005.14	MCCORMICK RANCH	RD		115-1099	A			CRESTED BUTTE	81224	
3055826005.24	MEADOW	LN		1-23	A			CRESTED BUTTE	81224	
3055826005.26	MEADOW	DR		1-600	A			MT CRESTED BUTTE	81225	
3055826011.86B	MEADOW	RD		1-1000	A			PARLIN	81239	
3055826011.125	MEADOW	LN		1-1000	A			PITKIN	81241	
3055826005.24P	MEADOW	LN		24-24	A			CRESTED BUTTE	81224	
3055826005.24	MEADOW	LN		25-3000	A			CRESTED BUTTE	81224	
3055826002.113	MEADOW	LN		106-758	A			MARBLE	81623	
3055826007.63	MEADOW LARK	TRL		11-564	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.26		MEADOWS	RD		123-1638	A			CRESTED BUTTE	81224	
3055826010.45		MEARS HALL WSC			0-0	A			GUNNISON	81231	
3055826005.24		MERIDIAN LAKE	DR		1-700	A			CRESTED BUTTE	81224	
3055826011.123		MESA	ST		1-600	A			PITKIN	81241	
3055826008.64		MESA LOOP	DR		89-373	A			GUNNISON	81230	
3055826002.113		MILTON	WAY		165-1698	A			MARBLE	81623	
3055826004.118		MINERAL	PT		1-223	A			MT CRESTED BUTTE	81225	
3055826011.121		MINERS	AVE		1-150	A			OHIO CITY	81237	
3055826002.113		MINERS	CT		50-50	A			MARBLE	81623	
3055826002.113		MINERS CAMP	RD		50-70	A			MARBLE	81623	
3055826010.45		MOFFAT HALL WSC			0-0	A			GUNNISON	81231	
3055826007.102		MOHAWK	TRL		1-1000	A			GUNNISON	81230	
3055826008.76		MONARCH	DR		1-500	A			GUNNISON	81230	
3055826008.76		MONARCH	LN		1-500	A			GUNNISON	81230	
3055826008.76		MONARCH	RD		1-500	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.76		MONARCH	TRL		1-500	A			GUNNISON	81230	
3055826013.65		MONTBELLO	RD		70-70	A			GUNNISON	81230	
3055826013.65		MONTE VISTA	DR		30-475	A			GUNNISON	81230	
3055826005.26		MOON RIDGE	LN		1-100	A			CRESTED BUTTE	81224	
3055826004.118		MORNING GLORY	WAY		1-1000	A			MT CRESTED BUTTE	81225	
3055826008.128		MOSQUITO	TRL		1-1500	A			POWDERHORN	81243	
3055826008.128		MOSQUITO	WAY		1-1500	A			POWDERHORN	81243	
3055826005.16		MOUNTAIN HORIZON	DR		1-2300	A			CRESTED BUTTE	81224	
3055826006.1		MOUNTAIN VIEW	AVE		1-500	A			ALMONT	81210	
3055826010.45		MOUNTAINEER	DR		101-117	A			GUNNISON	81230	
3055826006.83		MOUNTAINSIDE	DR		100-2000	A			GUNNISON	81230	
3055826005.16		MULLIGAN	DR		1-500	A			CRESTED BUTTE	81224	
3055826006.85		MYSTERY	LN		1-300	A			GUNNISON	81230	
3055826012.80NA		NAVAJO	LN		3-133	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.14		NEVILLE	WAY		1-450	A			CRESTED BUTTE	81224	
3055826011.125		NEW DOLLAR	DR		183-183	A			PITKIN	81241	
3055826013.48	E	NEW YORK	AVE		101-309	A			GUNNISON	81230	
3055826013.48	W	NEW YORK	AVE		109-599	A			GUNNISON	81230	
3055826014.49	W	NEW YORK	AVE		600-699	A			GUNNISON	81230	
3055826014.40	W	NEW YORK	AVE		700-1198	A			GUNNISON	81230	
3055826014.40	W	NEW YORK	AVE		1200-1215	A			GUNNISON	81230	
3055826005.24		NICHOLSON	LN		1-100	A			CRESTED BUTTE	81224	
3055826005.26		NICHOLSON LK RIDGE	RD		1-624	A			CRESTED BUTTE	81224	
3055826005.17		NICKY	CT		1-500	A			CRESTED BUTTE	81224	
3055826003.9		NINTH	ST		1-831	A			CRESTED BUTTE	81224	
3055826006.2		NO NAME	RD		1-310	A			ALMONT	81210	
3055826006.83		NORTH	RD		32-946	A			GUNNISON	81230	
3055826005.17		NORTH AVION	DR		1-400	A			CRESTED BUTTE	81224	
3055826011.125		NORTH POND	RD		1-300	A			PITKIN	81241	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826002.113		NUB	ST		25-100	A			MARBLE	81623	
3055826008.77		O 84 RD			84776-84776	A			GUNNISON	81230	
3055826006.83		OAK	ST		1-600	A			ALMONT	81210	
3055826006.83		OGDEN	LN		1-2784	A			GUNNISON	81230	
3055826015.50	E	OHIO	AVE		100-309	A			GUNNISON	81230	
3055826015.50	W	OHIO	AVE		100-598	A			GUNNISON	81230	
3055826014.49	W	OHIO	AVE		600-698	A			GUNNISON	81230	
3055826014.40	W	OHIO	AVE		700-1313	A			GUNNISON	81230	
3055826006.85		OLD COTTONWOOD	LN		350-500	A			GUNNISON	81230	
3055826010.45		OPHIR HALL WSC			0-0	A			GUNNISON	81231	
3055826007.63		OSAGE	TRL		50-1000	A			GUNNISON	81230	
3055826014.40		OURAY	LN		100-112	A			GUNNISON	81230	
3055826006.83		OVERLOOK	DR		1-100	A			GUNNISON	81230	
3055826007.63		OVERLOOK	TRL		1-347	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826004.118		OVERLOOK	DR		11-35	A			MT CRESTED BUTTE	81225	
3055826005.35		OVERSTEEG GULCH	RD		50-600	A			CRESTED BUTTE	81224	
3055826005.14		PACKER	WAY		1-425	A			CRESTED BUTTE	81224	
3055826010.45		PAINTBRUSH	AVE		410-434	A			GUNNISON	81230	
3055826008.64		PALISADES RETREAT	RD		400-456	A			GUNNISON	81230	
3055826004.117		PALOMINO	RD		1-1000	A			MT CRESTED BUTTE	81225	
3055826011.125		PANDRAMA	DR		1-1000	A			PITKIN	81241	
3055826002.113		PANORAMA	DR		57-200	A			MARBLE	81623	
3055826005.16		PAR	LN		1-1000	A			CRESTED BUTTE	81224	
3055826005.26		PARADISE	LN		1-200	A			CRESTED BUTTE	81224	
3055826004.118		PARADISE	RD		1-213	A			MT CRESTED BUTTE	81225	
3055826008.64		PARK	DR		11-575	A			GUNNISON	81230	
3055826002.111	E	PARK	ST		213-500	A			MARBLE	81623	
3055826002.111	W	PARK	ST		115-800	A			MARBLE	81623	
3055826006.1		PARK CONE	DR		1-268	A			ALMONT	81210	

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Precinct/Split	Pre Dir Street Comments	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
3055826007.63	PASHUTA	DR		87-1112	A			GUNNISON	81230	
3055826006.1	PAUL	PL		17-93	A			GUNNISON	81230	
3055826004.118	PEAKVIEW	DR		1-16	A			MT CRESTED BUTTE	81225	
3055826005.24	PEANUT	LN		1-200	A			CRESTED BUTTE	81224	
3055826005.24	PEELER	LN		1-100	A			CRESTED BUTTE	81224	
3055826008.6S	PEREGRINE	WAY		1965-1965	A			CIMARRON	81220	
3055826008.6	PEREGRINE	WAY		1966-2599	A			CIMARRON	81220	
3055826008.6S	PEREGRINE	WAY		2600-2600	A			CIMARRON	81220	
3055826008.6	PEREGRINE	WAY		2601-2610	A			CIMARRON	81220	
3055826008.6S	PEREGRINE	WAY		2611-2611	A			CIMARRON	81220	
3055826008.6	PEREGRINE	WAY		2612-2744	A			CIMARRON	81220	
3055826008.6S	PEREGRINE	WAY		2745-2745	A			CIMARRON	81220	
3055826004.117	PERRY CREEK	ST		1-1000	A			MT CRESTED BUTTE	81225	
3055826008.64	PHELPS	LN		81-475	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.97		PHOENIX	WAY		1-1000	A			CRESTED BUTTE	81224	
3055826013.65		PHYLLIS	LN		2-124	A			GUNNISON	81230	
3055826001.130		PIKE	AVE		1-300	A			SOMERSET	81434	
3055826002.113		PINE	ST		316-318	A			MARBLE	81623	
3055826015.50	N	PINE	ST		100-499	A			GUNNISON	81230	
3055826009.46	N	PINE	ST		500-899	A			GUNNISON	81230	
3055826009.39	N	PINE	ST		900-1105	A			GUNNISON	81230	
3055826013.48	S	PINE	ST		231-624	A			GUNNISON	81230	
3055826006.1		PINE TREE	LN		110-130	A			ALMONT	81210	
3055826006.36		PINTO	TRL		1-5000	A			CRESTED BUTTE	81224	
3055826004.118		PITCHFORK	DR		1-600	A			MT CRESTED BUTTE	81225	
3055826010.45		PITKIN	ST		215-607	A			GUNNISON	81230	
3055826006.83		PONDEROSA	LN		1-1000	A			GUNNISON	81230	
3055826008.4		PONDEROSA	WAY		30-925	A			CIMARRON	81220	
3055826004.117		PORCUPINE	CT		1-100	A			MT CRESTED BUTTE	81225	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826011.125		PORPENN	RD		1-700	A			PITKIN	81241	
3055826005.26		POWDER RIDGE	RD		1-500	A			CRESTED BUTTE	81224	
3055826005.16		POWDERVIEW	DR		1-80	A			CRESTED BUTTE	81224	
3055826005.24		PRISTINE POINT	WAY		59-85	A			CRESTED BUTTE	81224	
3055826005.24		PRISTINE POINT	DR		113-115	A			CRESTED BUTTE	81224	
3055826005.14		PROFFITT	PL		1-1000	A			CRESTED BUTTE	81224	
3055826004.117		PROSPECT	DR		10-1000	A			MT CRESTED BUTTE	81225	
3055826002.113		PROSPECTOR	TRL		1-2000	A			MARBLE	81623	
3055826008.64		PROSPER	LN		221-1800	A			GUNNISON	81230	
3055826005.26		PROVIDENCE RIDGE	RD		1-750	A			CRESTED BUTTE	81224	
3055826004.117		PTARMIGAN	CT		2-5	A			MT CRESTED BUTTE	81225	
3055826005.97		PYRAMID	LN		1-101	A			CRESTED BUTTE	81224	
3055826011.123		QUARTZ	LN		1-1132	A			PITKIN	81241	
3055826009.39		QUARTZ	ST		6-28	A			GUNNISON	81230	

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Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826005.24	QUARTZ	CIR		18-36	A			CRESTED BUTTE	81224	
3055826006.83	QUARTZ	RD		73-150	A			GUNNISON	81230	
3055826011.86	QUARTZ VIEW	LN		1-100	A			OHIO CITY	81237	
3055826005.24	QUIGLEY	CIR		1-35	A			CRESTED BUTTE	81224	
3055826001.110	RAGGED	RD		176-200	A			SOMERSET	81434	
3055826006.85	RAINBOW	RUN		1-200	A			GUNNISON	81230	
3055826006.1	RAINBOW	DR		1-467	A			ALMONT	81210	
3055826005.26	RAINBOW	RD		1-700	A			CRESTED BUTTE	81224	
3055826011.125	RAINBOW	LN		1-1000	A			PITKIN	81241	
3055826008.76S	RAINBOW	CT		10-10	A			GUNNISON	81230	
3055826002.113	RAINBOW	DR		10-450	A			MARBLE	81623	
3055826008.76	RAINBOW	CT		11-18	A			GUNNISON	81230	
3055826008.76S	RAINBOW	CT		19-19	A			GUNNISON	81230	
3055826008.76	RAINBOW	CT		20-45	A			GUNNISON	81230	
3055826008.76S	RAINBOW	CT		46-46	A			GUNNISON	81230	

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Precinct/Split	Pre Dir Street Comments	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
3055826008.76	RAINBOW	CT		47-69	A			GUNNISON	81230	
3055826008.76S	RAINBOW	CT		70-70	A			GUNNISON	81230	
3055826006.1	RAINBOW	RD		205-500	A			ALMONT	81210	
3055826014.71	RAINBOW ACRES	LN		207-700	A			GUNNISON	81230	
3055826005.26	RANCH	RD		1-600	A			CRESTED BUTTE	81224	
3055826002.113	RASPBERRY	LN		1-1000	A			MARBLE	81623	
3055826006.36	RED CLIFF	RD		1-500	A			ALMONT	81210	
3055826011.125	RED JACKET GULCH			1-101	A			PITKIN	81241	
3055826004.118	RED LADY	WAY		1-200	A			MT CRESTED BUTTE	81225	
3055826003.9	RED LADY	AVE		1-1000	A			CRESTED BUTTE	81224	
3055826005.35	RED MOUNTAIN	RD		1-5000	A			ALMONT	81210	
3055826005.23	RED MOUNTAIN LOWER LOOP	RD		1253-1440	A			CRESTED BUTTE	81224	
3055826005.23	RED MOUNTAIN RANCH	RD		1-2500	A			CRESTED BUTTE	81224	
3055826013.65	RED TAIL	LN		1-1000	A			GUNNISON	81230	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.24		REDSTONE	CV		1-1000	A			CRESTED BUTTE	81224	
3055826014.40	S	REED	ST		201-329	A			GUNNISON	81230	
3055826007.63		REGENT	CIR		40-322	A			GUNNISON	81230	
3055826006.2		RENEGADE	RD		1-1003	A			ALMONT	81210	
3055826005.26		RESERVOIR	RD		1-481	A			CRESTED BUTTE	81224	
3055826004.118		RIDGE	LN		1-50	A			MT CRESTED BUTTE	81225	
3055826008.64		RIDGE	LN		1-150	A			GUNNISON	81230	
3055826005.16		RIDGE	RD		1-2000	A			CRESTED BUTTE	81224	
3055826008.4		RIDGE	RD		10-250	A			CIMARRON	81220	
3055826008.3		RIM	RD		320-461	A			CIMARRON	81220	
3055826008.4		RIM	RD		479-489	A			CIMARRON	81220	
3055826013.48	W	RIO GRANDE	AVE		200-499	A			GUNNISON	81230	
3055826014.40	W	RIO GRANDE	AVE		500-1011	A			GUNNISON	81230	
3055826013.65		RIO VISTA	RD		96-781	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826011.123	RIVER	ST		1-1200	A			PITKIN	81241	
3055826001.130	RIVER	RD		12-101	A			SOMERSET	81434	
3055826002.113	RIVER	RD		28-132	A			MARBLE	81623	
3055826006.87	RIVER FRONT	RD		100-750	A			GUNNISON	81230	
3055826006.36	RIVER MEADOW	RD		1-400	A			CRESTED BUTTE	81224	
3055826006.36	RIVER VIEW	RD		1-1000	A			ALMONT	81210	
3055826007.67	RIVER WALK	DR		1-500	A			GUNNISON	81230	
3055826005.26	RIVERBEND	DR		1-21	A			CRESTED BUTTE	81224	
3055826005.26P	RIVERBEND	DR		22-366	A			CRESTED BUTTE	81224	
3055826005.26	RIVERBEND	DR		367-666	A			CRESTED BUTTE	81224	
3055826005.26	RIVERLAND	DR		1-1600	A			CRESTED BUTTE	81224	
3055826006.2	ROARING JUDY	RD		1-3000	A			ALMONT	81210	
3055826010.45	ROBIDOUX HALL WSC			0-0	A			GUNNISON	81231	
3055826010.45	ROCK CREEK	RD		1401-1424	A			GUNNISON	81230	
3055826006.85	ROCK QUARRY	LN		1-500	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826006.83		ROCKEY RIVER	LN		40-500	A			GUNNISON	81230	
3055826002.113		ROCKY KNOLL	TRL		1-500	A			MARBLE	81623	
3055826005.26		RODEO	DR		11-44	A			CRESTED BUTTE	81224	
3055826011.121		ROLLER	ST		1-300	A			OHIO CITY	81237	
3055826006.83		ROPER	LN		1-1000	A			GUNNISON	81230	
3055826006.2		ROUND MOUNTAIN	RD		1-1000	A			ALMONT	81210	
3055826013.65		ROUND TREE	RD		22-306	A			GUNNISON	81230	
3055826011.125		ROUNDAABOUT	LOOP		1-1000	A			PITKIN	81241	
3055826011.125		ROYAL	RD		1-1000	A			PITKIN	81241	
3055826004.118		RUBY	DR		1-50	A			MT CRESTED BUTTE	81225	
3055826015.50	E	RUBY	AVE		308-500	A			GUNNISON	81230	
3055826009.46	W	RUBY	AVE		104-699	A			GUNNISON	81230	
3055826009.39	W	RUBY	AVE		700-800	A			GUNNISON	81230	
3055826005.26		RUBY SILVER	RD		1-850	A			CRESTED BUTTE	81224	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.14		RULAND	PL		1-1000	A			CRESTED BUTTE	81224	
3055826003.9		RUTHS	RD		1-18	A			CRESTED BUTTE	81224	
3055826005.26		SADDLE RIDGE	RD		100-3000	A			CRESTED BUTTE	81224	
3055826005.16		SAGE	CT		1-500	A			CRESTED BUTTE	81224	
3055826008.64		SAGE	LN		1-500	A			GUNNISON	81230	
3055826006.83		SAGE	DR		55-447	A			GUNNISON	81230	
3055826011.123		SAGE	LN		301-532	A			PITKIN	81241	
3055826006.100		SAGE GROUSE	TRL		1-1000	A			ALMONT	81210	
3055826006.2		SAGE HILL SPUR			1-10	A			ALMONT	81210	
3055826005.16		SAINT ANDREWS	CIR		1-500	A			CRESTED BUTTE	81224	
3055826013.48	E	SAN JUAN	AVE		101-499	A			GUNNISON	81230	
3055826013.48	W	SAN JUAN	AVE		500-599	A			GUNNISON	81230	
3055826014.49	W	SAN JUAN	AVE		600-799	A			GUNNISON	81230	
3055826014.40	W	SAN JUAN	AVE		800-1099	A			GUNNISON	81230	
3055826011.125		SAN JUAN VISTA	DR		1-500	A			PITKIN	81241	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir Street Comments	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
3055826007.63	SANDPIPER	TRL		20-300	A			GUNNISON	81230	
3055826011.125	SANTIAGO BASIN	RD		1-1000	A			PITKIN	81241	
3055826008.128	SCHOFIELD	TRL		1-500	A			POWDERHORN	81243	
3055826011.125	SCHOOLHOUSE GULCH			1-1	A			PITKIN	81241	
3055826003.9	SECOND	ST		11-620	A			CRESTED BUTTE	81224	
3055826007.63	SENECA	DR		1-1745	A			GUNNISON	81230	
3055826007.63	SENECA	TRL		76-1487	A			GUNNISON	81230	
3055826006.83	SEQUOIA	DR		50-1000	A			GUNNISON	81230	
3055826002.113	SERPENTINE	TRL		100-1860	A			MARBLE	81623	
3055826003.9	SEVENTH	ST		1-770	A			CRESTED BUTTE	81224	
3055826010.45	SHADOW BROOK	LN		200-205	A			GUNNISON	81230	
3055826005.14	SHAVANO	ST		10-791	A			CRESTED BUTTE	81224	
3055826013.65	SHAVANO	DR		100-37518	A			GUNNISON	81230	
3055826010.45	SHAVANO HALL WSC			0-0	A			GUNNISON	81231	

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Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.16		SHORT	DR		11-48	A			CRESTED BUTTE	81224	
3055826007.63		SIERRA VISTA	WAY		402-1000	A			GUNNISON	81230	
3055826006.131		SILENT SPRUCE			2-2000	A			ALMONT	81210	
3055826004.118		SILVER	LN		1-9	A			MT CRESTED BUTTE	81225	
3055826002.113		SILVER	DR		1-500	A			MARBLE	81623	
3055826002.111	E	SILVER	ST		118-323	A			MARBLE	81623	
3055826002.111	W	SILVER	ST		1-420	A			MARBLE	81623	
3055826011.125		SILVER BLUFF	TRL		1-1000	A			PITKIN	81241	
3055826006.83		SILVER SAGE	DR		1-290	A			GUNNISON	81230	
3055826010.84		SILVER SAGE	DR		291-600	A			GUNNISON	81230	
3055826005.17	E	SILVER SAGE	DR		1-172	A			CRESTED BUTTE	81224	
3055826005.17	W	SILVER SAGE	DR		27-271	A			CRESTED BUTTE	81224	
3055826002.113		SILVER VEIN	DR		1-500	A			MARBLE	81623	
3055826002.113		SILVER VEIN	RD		1-500	A			MARBLE	81623	
3055826007.63		SIOUX	RD		1-2500	A			GUNNISON	81230	

Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826007.63	SIoux	TRL		1000-1835	A			GUNNISON	81230	
3055826003.9	SIXTH	ST		1-720	A			CRESTED BUTTE	81224	
3055826005.16	SKYLAND	DR		1-10000	A			CRESTED BUTTE	81224	
3055826006.83	SKYLINE	DR		100-450	A			GUNNISON	81230	
3055826005.26	SLATE	LN		1-2000	A			CRESTED BUTTE	81224	
3055826002.111	SLATE	DR		96-250	A			MARBLE	81623	
3055826002.113	SLATE	DR		264-264	A			MARBLE	81623	
3055826002.111	SLATE	ST		525-525	A			MARBLE	81623	
3055826005.26	SLATE RIVER	DR		1-20	A			CRESTED BUTTE	81224	
3055826005.26P	SLATE RIVER	DR		21-121	A			CRESTED BUTTE	81224	
3055826005.26	SLATE RIVER	DR		122-132	A			CRESTED BUTTE	81224	
3055826005.26P	SLATE RIVER	DR		133-185	A			CRESTED BUTTE	81224	
3055826005.16	SLATE RIVER	DR		251-251	A			CRESTED BUTTE	81224	
3055826005.17	SLATE RIVER	DR		411-550	A			CRESTED BUTTE	81224	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.26		SLATE RIVER	DR		551-651	A			CRESTED BUTTE	81224	
3055826005.26P		SLATE VIEW	LN		5-68	A			CRESTED BUTTE	81224	
3055826008.76		SLUMGULLION	TRL		25-1500	A			POWDERHORN	81243	
3055826005.26		SMITH	RD		1-1000	A			CRESTED BUTTE	81224	
3055826005.97		SMITH HILL	RD		1-1000	A			CRESTED BUTTE	81224	
3055826005.24		SNODGRASS	LN		1-900	A			CRESTED BUTTE	81224	
3055826004.118		SNOWFALL	DR		0-20	A			MT CRESTED BUTTE	81225	
3055826007.63		SNOWFLAKE	TRL		1-500	A			GUNNISON	81230	
3055826004.115		SNOWMASS	RD		1-145	A			MT CRESTED BUTTE	81225	
3055826008.4		SNOWSHOE	LN		1-1001	A			CIMARRON	81220	
3055826003.9		SOPRIS	AVE		1-830	A			CRESTED BUTTE	81224	
3055826011.125		SOULS EASE	RD		100-2000	A			PITKIN	81241	
3055826005.17		SOUTH AVION	DR		1-1000	A			CRESTED BUTTE	81224	
3055826005.25		SOUTH RANCH	RD		1-700	A			CRESTED BUTTE	81224	
3055826010.45	E	SPENCER	AVE		100-315	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826009.39	W	SPENCER	AVE		100-720	A			GUNNISON	81230	
3055826007.63		SPRING MEADOWS	TRL		1-600	A			GUNNISON	81230	
3055826006.100		SPRUCE	TRL		1-1000	A			ALMONT	81210	
3055826008.4		SPRUCE	RD		10-1058	A			CIMARRON	81220	
3055826008.4		SPRUCE	TRL		50-150	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1059-1059	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1060-1070	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1071-1071	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1072-1100	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1101-1101	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1102-1152	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1153-1153	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1154-1154	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1155-1155	A			CIMARRON	81220	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.4		SPRUCE	RD		1156-1200	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1201-1201	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1202-1202	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1203-1203	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1204-1204	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1205-1205	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1206-1250	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1251-1251	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1252-1252	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1253-1253	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1254-1254	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1255-1255	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1256-1849	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1850-1852	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1853-1869	A			CIMARRON	81220	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826008.4S		SPRUCE	RD		1870-1871	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1872-1899	A			CIMARRON	81220	
3055826008.4S		SPRUCE	RD		1900-1901	A			CIMARRON	81220	
3055826008.4		SPRUCE	RD		1902-2221	A			CIMARRON	81220	
3055826015.50	N	SPRUCE	ST		100-499	A			GUNNISON	81230	
3055826009.46	N	SPRUCE	ST		500-799	A			GUNNISON	81230	
3055826009.39	N	SPRUCE	ST		800-917	A			GUNNISON	81230	
3055826006.36		SPUR	LN		1-500	A			CRESTED BUTTE	81224	
3055826013.65		SPUR	DR		1-500	A			GUNNISON	81230	
3055826005.25		SQUAW GULCH	RD		1-500	A			CRESTED BUTTE	81224	
3055826007.63		STAR MOUNTAIN	DR		1-800	A			GUNNISON	81230	
3055826011.125		STAR POINTER	RD		1-700	A			PITKIN	81241	
3055826011.123		STATE	ST		10-1200	A			PITKIN	81241	
3055826002.111	E	STATE	ST		101-350	A			MARBLE	81623	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826002.111	W	STATE	ST		4-475	A			MARBLE	81623	
3055826005.14		STEPHENSON	PL		1-200	A			CRESTED BUTTE	81224	
3055826004.117		STETSON	DR		1-1000	A			MT CRESTED BUTTE	81225	
3055826007.63		STILLWATER	LN		1-568	A			GUNNISON	81230	
3055826006.83		STONE FLY	TRL		1-270	A			ALMONT	81210	
3055826008.76		STONY	TRL		16-97	A			POWDERHORN	81243	
3055826011.125		STORM	DR		1-1000	A			PITKIN	81241	
3055826011.125		STRATMORE	WAY		1-700	A			PITKIN	81241	
3055826005.24		STREAM VIEW	LN		1-1000	A			CRESTED BUTTE	81224	
3055826005.24		STUDLEY	LN		80-350	A			CRESTED BUTTE	81224	
3055826005.25		SUMMER HOME	DR		114-1599	A			CRESTED BUTTE	81224	
3055826004.118		SUMMIT	CT		1-10	A			MT CRESTED BUTTE	81225	
3055826004.118		SUMMIT	RD		1-60	A			MT CRESTED BUTTE	81225	
3055826004.118		SUNFLOWER	DR		1-50	A			MT CRESTED BUTTE	81225	
3055826010.45		SUNNY SLOPE	DR		800-915	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826007.63		SYDNEY	CT		39-306	A			GUNNISON	81230	
3055826007.63		TALOGA	RD		1-1000	A			GUNNISON	81230	
3055826006.83		TAMARIND	DR		1-1000	A			GUNNISON	81230	
3055826006.2		TAO	RD		1-450	A			ALMONT	81210	
3055826007.63		TAWANKA	TRL		1-400	A			GUNNISON	81230	
3055826015.50	N	TAYLOR	ST		106-629	A			GUNNISON	81230	
3055826010.56	N	TAYLOR	ST		710-711	A			GUNNISON	81230	
3055826013.48	S	TAYLOR	ST		100-435	A			GUNNISON	81230	
3055826010.45	N	TELLER	ST		107-325	A			GUNNISON	81230	
3055826013.48	S	TELLER	ST		200-323	A			GUNNISON	81230	
3055826003.9		TENTH	ST		7-496	A			CRESTED BUTTE	81224	
3055826003.9		TEOCALLI	AVE		1-921	A			CRESTED BUTTE	81224	
3055826005.14		TEOCALLI	RD		11-1000	A			CRESTED BUTTE	81224	
3055826010.45		TEOCALLI HALL WSC			0-0	A			GUNNISON	81231	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826011.125		TEXAS TWO	DR		1-1000	A			PITKIN	81241	
3055826010.45		THE PINNACLES WSC			0-0	A			GUNNISON	81230	
3055826003.9		THIRD	ST		7-616	A			CRESTED BUTTE	81224	
3055826005.17		THOMAS	CT		1-500	A			CRESTED BUTTE	81224	
3055826014.40		THORNTON	WAY		1560-1600	A			GUNNISON	81230	
3055826007.63		TIAMA	TRL		1-400	A			GUNNISON	81230	
3055826008.4		TIMBER	DR		1-500	A			CIMARRON	81220	
3055826004.118		TIMBERLAND	DR		1-500	A			MT CRESTED BUTTE	81225	
3055826005.14		TIMBERLINE	WAY		7-7	A			CRESTED BUTTE	81224	
3055826004.118		TINCUP			1-700	A			MT CRESTED BUTTE	81225	
3055826009.39		TINCUP	DR		103-620	A			GUNNISON	81230	
3055826006.83		TOBIN	LN		1-350	A			GUNNISON	81230	
3055826013.65		TOMICHI	TRL		1-1000	A			GUNNISON	81230	
3055826012.80NA		TOMICHI	LN		1-1309	A			GUNNISON	81230	
3055826015.50	E	TOMICHI	AVE		100-412	E			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826013.48	E	TOMICHI	AVE		129-411	O			GUNNISON	81230	
3055826015.50	W	TOMICHI	AVE		100-598	E			GUNNISON	81230	
3055826013.48	W	TOMICHI	AVE		101-599	O			GUNNISON	81230	
3055826014.49	W	TOMICHI	AVE		600-699	A			GUNNISON	81230	
3055826014.40	W	TOMICHI	AVE		700-1198	A			GUNNISON	81230	
3055826014.40	W	TOMICHI	AVE		1200-1498	E			GUNNISON	81230	
3055826014.40	W	TOMICHI	AVE		1201-1499	O			GUNNISON	81230	
3055826014.40	W	TOMICHI	AVE		1500-1500	A			GUNNISON	81230	Gunnison Valley Health Senior Care Center
3055826014.40	W	TOMICHI	AVE		1501-1820	A			GUNNISON	81230	
3055826013.65		TOMICHI CREEK	LP		71-384	A			GUNNISON	81230	
3055826010.45		TOMICHI HALL WSC			0-0	A			GUNNISON	81231	
3055826008.76		TRAILRIDGE	TRL		50-200	A			GUNNISON	81230	
3055826005.26		TRAPPERS	WAY		1175-2890	A			CRESTED BUTTE	81224	
3055826004.118		TREASURY	RD		1-13	A			MT CRESTED BUTTE	81225	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826004.115		TREASURY	RD		14-17	A			MT CRESTED BUTTE	81225	
3055826004.118		TREASURY	RD		18-100	A			MT CRESTED BUTTE	81225	
3055826003.9		TREASURY HILL	RD		1-8	A			CRESTED BUTTE	81224	
3055826005.16		TRENT JONES	WAY		1-1000	A			CRESTED BUTTE	81224	
3055826009.39		TYLER	LN		300-330	A			GUNNISON	81230	
3055826008.76		UNCOMPAHGRE	DR		1-1500	A			POWDERHORN	81243	
3055826011.125		UNION	ST		100-510	A			PITKIN	81241	
3055826010.45		UNION HALL WSC			0-0	A			GUNNISON	81231	
3055826005.26		UPPER ALLEN	RD		0-400	A			CRESTED BUTTE	81224	
3055826011.125		UPPER ARMSTRONG GULCH	RD		1-2000	A			PITKIN	81241	
3055826005.25		UPPER HIGHLANDS	RD		12-700	A			CRESTED BUTTE	81224	
3055826012.80NA		UTE	LN		1-1200	A			GUNNISON	81230	
3055826008.3		UTE	TRL		1-1500	A			CIMARRON	81220	
3055826010.45		UTE HALL WSC			0-0	A			GUNNISON	81231	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826012.80NA		VADER	LN		80-105	A			GUNNISON	81230	
3055826009.39		VAN TUYL	CIR		204-1207	A			GUNNISON	81230	
3055826008.76		VICTOR	WAY		1-500	A			GUNNISON	81230	
3055826004.117		VILLAGE	BLVD		1-1000	A			MT CRESTED BUTTE	81225	
3055826004.117		VILLAGE	LN		1-1000	A			MT CRESTED BUTTE	81225	
3055826015.50	E	VIRGINIA	AVE		100-410	A			GUNNISON	81230	
3055826010.45	E	VIRGINIA	AVE		415-612	A			GUNNISON	81230	
3055826015.50	W	VIRGINIA	AVE		100-599	A			GUNNISON	81230	
3055826014.49	W	VIRGINIA	AVE		602-699	A			GUNNISON	81230	
3055826014.40	W	VIRGINIA	AVE		700-1210	A			GUNNISON	81230	
3055826005.16		VISTA	CT		8-88	A			CRESTED BUTTE	81224	
3055826009.39		VULCAN	ST		5-1212	A			GUNNISON	81230	
3055826004.117		WALKING DEER	LN		11-25	A			MT CRESTED BUTTE	81225	
3055826011.121		WALL	ST		1-300	A			OHIO CITY	81237	
3055826006.83		WALNUT			1-300	A			ALMONT	81210	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826005.26	WAPITI	LN		1-500	A			CRESTED BUTTE	81224	
3055826006.36	WAPITI	TRL		1-500	A			CRESTED BUTTE	81224	
3055826005.16	WAPITI	WAY		1-500	A			CRESTED BUTTE	81224	
3055826006.131	WASHINGTON	ST		1-500	A			TINCUP	81210	
3055826005.14	WATTERS	CT		15-15	A			CRESTED BUTTE	81224	
3055826008.76	WAUNITA	LN		1-500	A			GUNNISON	81230	
3055826006.2	WEAVER SPUR			1-100	A			ALMONT	81210	
3055826007.63	WEST ELK	LN		1-700	A			GUNNISON	81230	
3055826002.113	WEST VILLAGE	DR		25-2402	A			MARBLE	81623	
3055826010.45	WESTERN	WAY		1-1	A			GUNNISON	81231	
3055826005.17	WHETSTONE	DR		1-1000	A			CRESTED BUTTE	81230	
3055826004.118	WHETSTONE	RD		14-301	A			MT CRESTED BUTTE	81225	
3055826005.17	WHETSTONE VISTA	DR		1-500	A			CRESTED BUTTE	81224	
3055826005.26	WHISPERING	LN		3949-3949	A			CRESTED BUTTE	81224	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments										
3055826005.23	WHITE BUFFALO			1-2000	A			CRESTED BUTTE	81224	
3055826003.9	WHITE ROCK	AVE		1-830	A			CRESTED BUTTE	81224	
3055826005.17	WHITE STALLION	CIR		1-1000	A			CRESTED BUTTE	81224	
3055826013.65	WILD GOOSE	LN		1-50	A			GUNNISON	81230	
3055826005.26	WILDBIRD	RD		2-350	A			CRESTED BUTTE	81224	
3055826005.26	WILDCAT	TRL		1-6000	A			CRESTED BUTTE	81224	
3055826006.83	WILDER MOUNTAIN	RD		1-750	A			ALMONT	81210	
3055826008.4	WILDFLOWER	DR		1-855	A			CIMARRON	81220	
3055826005.23	WILDHART			1-4000	A			CRESTED BUTTE	81224	
3055826004.117	WILDHORSE	TRL		1-1000	A			MT CRESTED BUTTE	81225	
3055826014.40	WILDRIVER	LN		100-120	A			GUNNISON	81230	
3055826006.2	WILDROSE	LN		1-350	A			ALMONT	81210	
3055826014.40	WILDROSE	LN		100-120	A			GUNNISON	81230	
3055826006.83	WILDWATER	WAY		1-1535	A			ALMONT	81210	
3055826011.125	WILLIAM TELL	RD		1-5000	A			PITKIN	81241	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826005.26		WILLOW	LN		1-100	A			CRESTED BUTTE	81224	
3055826013.65		WILLOW	TRL		1-220	A			GUNNISON	81230	
3055826008.64		WILLOW	LN		1-276	A			GUNNISON	81230	
3055826005.16		WILLOW	CT		16-98	A			CRESTED BUTTE	81224	
3055826004.118		WINTERSET	DR		10-25	A			MT CRESTED BUTTE	81225	
3055826012.80NA		WINZE	RD		75-681	A			GUNNISON	81230	
3055826015.50	N	WISCONSIN	ST		100-499	A			GUNNISON	81230	
3055826009.46	N	WISCONSIN	ST		500-999	A			GUNNISON	81230	
3055826013.48	S	WISCONSIN	ST		100-699	A			GUNNISON	81230	
3055826006.83		WOLF CANYON	DR		102-365	A			ALMONT	81210	
3055826005.24		WOLVERINE	CIR		1-500	A			CRESTED BUTTE	81224	
3055826005.26		WRIGHT RANCH	RD		1-500	A			CRESTED BUTTE	81224	
3055826007.63		YACO	TRL		152-152	A			GUNNISON	81230	
3055826013.81		YUCCA	CT		1-165	A			GUNNISON	81230	

District : Local Marketing - Gunnison Valley Local Marketing Precinct : All City : All

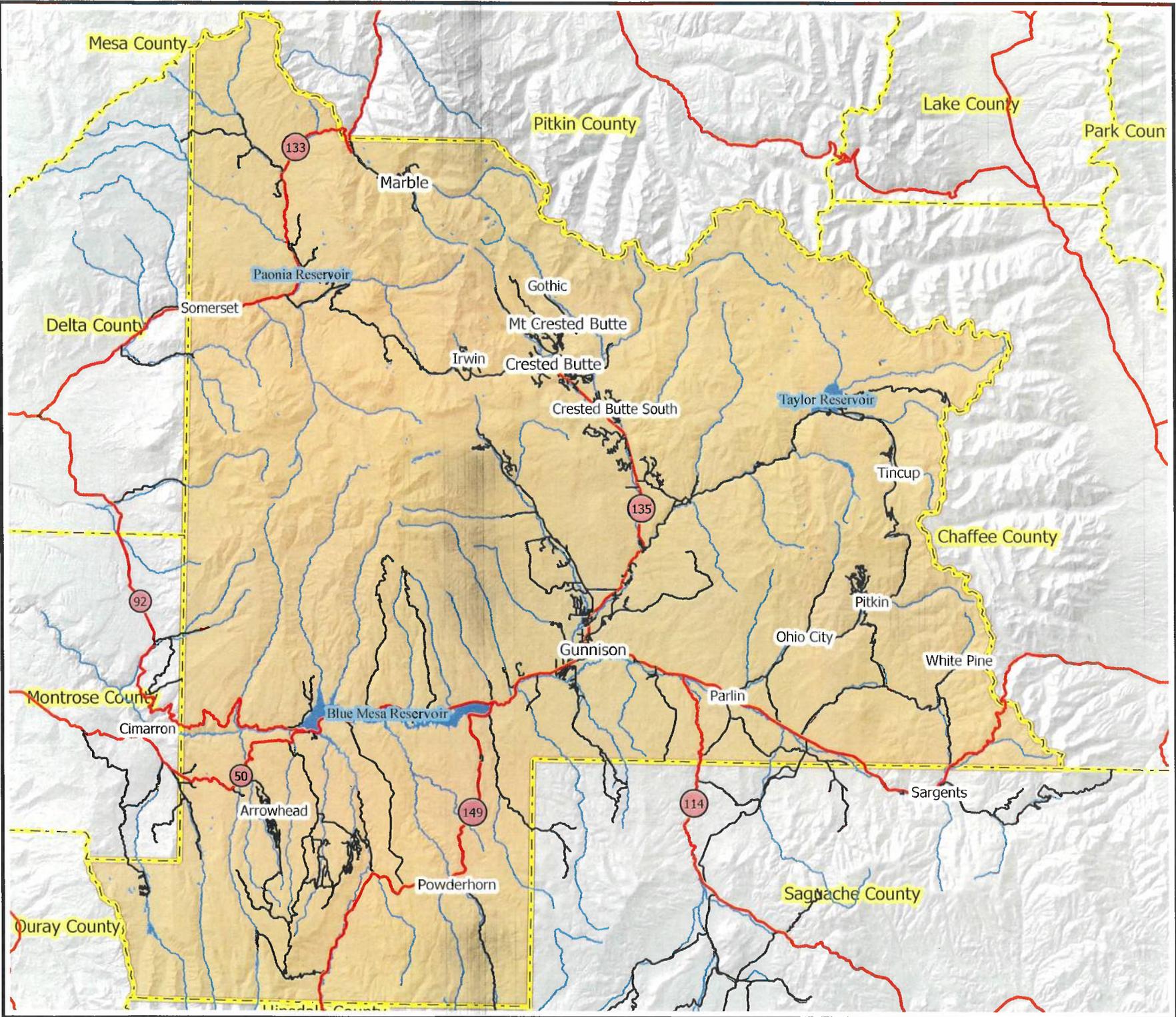
Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055826007.63		YUMA	TRL		150-1	A			GUNNISON	81230	
3055826005.14		ZELIGMAN	ST		10-5000	A			CRESTED BUTTE	81224	
3055826007.63		ZUNI	TRL		215-400	A			GUNNISON	81230	

Gunnison Valley Local Marketing District

Note: District includes all of Gunnison County



The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.



# EXHIBIT C

## 2022 Election Calendar

Primary Election: June 28, 2022  
General Election: November 8, 2022

January, 2022		
3-January (Monday)	Last day to affiliate with a major or minor party in order to run as a party candidate in the primary (either through nomination or petition) (No later than first business day in January)	1-4-601(4)(a) 1-4-801(3) 1-4-1304(2)(b) 1-4-802(1)(g)(II)
	Last day for county clerk to generate a list of electors within the county who submitted more than one ballot for the election. (Not later than 60 days after a state election)	1-2-305(1) 1-1-106(4)
	Last day to register as unaffiliated, in order to be placed in nomination (by petition) as an unaffiliated candidate. (No later than first business day in January)	1-4-802(1)(g)(II)
12-January (Wednesday)	General Assembly convenes, estimated. (Second Wednesday in January, unless different date decided by joint resolution)	Article V, Section 7 2-2-303.5(1)
14-January (Friday)	Last day to submit a petition to qualify as a minor political party. (Must be signed by at least 10,000 registered electors and submitted to the Secretary of State) (No later than the close of business on the second Friday in January)	1-4-1302(1)
18-January (Tuesday)	First day to circulate major party candidate petitions. (Not before third Tuesday in January)	1-4-801(5)
31-January (Monday)	Last day to change precinct boundaries or create new precincts before the <b>March Party Precinct Caucuses</b> . (No later than 29 days before the first Tuesday in March)	1-5-103(1)
February, 2022		
4-February (Friday)	Last day for the Secretary of State to issue a notice of sufficiency/insufficiency of a petition to qualify as a minor political party. (21 days after receipt of the petition)	1-4-1302(4)(b)
7-February (Monday)	Last day for state central committees to file or amend party bylaws or rules with the Secretary of State. (No bylaw or rule may be filed or amended after the first Monday in February)	1-3-103(9)(a)
	First day to circulate minor party candidate petitions. (First Monday in February)	1-4-802(1)(d)(II)
7-February (Monday) to 11-February (Friday)	Last day to affiliate with the <b>Republican Party or Democratic Party</b> in order to vote in the <b>March Party Precinct Caucuses</b> . (22 days before the precinct caucuses, contingent on precinct caucus date)	1-3-101(1)
11-February (Friday)	Last day to update your voter registration address to participate in the <b>March Party Precinct Caucuses</b> . (Must be a resident of the precinct for 22 days <u>and</u> registered to vote no later than 22 days before the precinct caucus, contingent on precinct caucus date)	1-3-101(1)
8-February (Tuesday) to 12-February (Saturday)	Last day for county clerks to furnish the Republican and Democratic Parties with a list of registered electors in the county who are affiliated with the Party. (No later than 21 days before the March Party Precinct Caucuses, contingent on precinct caucus date)	1-3-101(3)(a)
17-February (Thursday) to 22-February (Tuesday)	Last day to post signs for the March Party Precinct Caucuses. (No later than 12 days before the precinct caucuses, contingent on precinct caucus date)	1-4-602(4) 1-1-106(4)
28-February (Monday)	Last day for county clerk to designate drop-off, drop box, and Voter Service and Polling Center locations for the <b>June 28th Primary Election</b> . Before designation, clerks must also complete an accessibility survey for all locations. (No later than 120 days before the Primary Election)	Rule 7.9

## 2022 Election Calendar

March, 2022		
1-March (Tuesday)	Deadline for county clerk and recorder to send the county's precinct files or maps to the Secretary of State. (No later than March 1)	Rule 2.20
	<b>First Day Republican Party and Democratic Party Can Hold Precinct Caucuses</b> (In each even-numbered year, political parties hold their precinct caucus on a date no earlier than the first Tuesday in March and no later than the first Saturday after the first Tuesday in March)	1-3-102(1)(a)(I)
3-March (Thursday)	First day that county must begin accepting comments from the public regarding the designation of VSPCs for the <b>2022 General Election</b> . (250 days before a general election)	1-5-102.9(1)(c)(II)
5-March (Saturday)	<b>Last Day Republican Party and Democratic Party Can Hold Precinct Caucuses</b> (In each even-numbered year, political parties hold their precinct caucus on a date no earlier than the first Tuesday in March and no later than the first Saturday after the first Tuesday in March)	1-3-102(1)(a)(I)
10-March (Thursday)	Last day for county clerk to submit an election plan to the Secretary of State for the <b>June 28th Primary Election</b> . (No later than 110 days before the Primary Election)	1-7.5-105(1.3) Rule 7.1.1
15-March (Tuesday)	Last day to file major party candidate petitions. (No later than the close of business on the third Tuesday in March)	1-4-801(5)(a)
	Last day for county who previously failed to meet 45-day ballot transmission deadline to submit plan to Secretary of State for complying with the deadline for the <b>June 28th Primary Election</b> . (No later than 60 days before the 45 day transmission deadline)	Rule 16.1.8
18-March (Friday)	Last day for the Secretary of State to prepare an election notice for the <b>June 28th Primary Election</b> to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly scheduled election)	1-8.3-116(1) 1-1-106(5)
22-March (Tuesday) through 26-March (Saturday)	Last day to hold <b>Republican Party and Democratic Party county assemblies</b> . Contingent upon date of precinct caucus. (No later than 21 days after precinct caucuses)	1-4-602(1)(a)(I)
*	County candidates' designations and acceptances must be filed no later than 4 days after the adjournment of the county assembly. If faxed, the original must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-601(3)(a) 1-4-604(3)
30-March (Wednesday)	Last day for the county clerk to submit a watcher accommodation plan to the Secretary of State. (No later than 90 days before an election)	Rule 8.7
April, 2022		
4-April (Monday)	Last day to file minor party candidate petitions. (No later than the close of business 85 days before primary election)	1-4-802(1)(f)(II)
8-April (Friday)	Last day to submit a draft to the Secretary of State of a 2022 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (By 3:00pm, 12 days before the last Title Board Hearing)	1-40-106(1)
14-April (Thursday)	Last day for any minor party to notify Secretary of State that it is prohibiting unaffiliated electors from voting in its primary. (Not less than 75 days prior to the Primary Election)	1-4-1304(1.5)(c)
16-April (Saturday)	Last day to hold major/minor party assemblies. (No later than 73 days before the Primary Election)	1-4-601(1) 1-4-1304(1.5)(b)(I)

## 2022 Election Calendar

*	For major parties, designation and acceptance forms must be filed no later than 4 days after adjournment of the party assembly. If faxed, the originals must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-601(3)(a) 1-4-604(6)(a)
*	For minor parties, designation forms must be filed no later than 4 days after the assembly. Acceptance forms must be postmarked or received by the DEO no later than 4 business days after the filing of the certificate of designation. If faxed, the originals must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-1304(3), (4)
*	Objections to nominations, designations, or petitions must be filed with the district court within 5 days after the election official's sufficiency statement was issued or after the certificate of designation was filed with the designated election official.	1-4-909(1)
20-April (Wednesday)	Last Title Board Hearing for measures that will appear on the 2022 General Election ballot. (No later than third Wednesday in April)	1-40-106(1)
	Last day for the state central committee of each political party to file with the Secretary of State a compilation of the certificates of designation of each assembly that nominated candidates for any national or state office or for member of the general assembly, district attorney, or district office greater than a county office. (4 days after assembly; 10 days after adjournment originals must be postmarked to Secretary of State, April 26)	1-4-604(6)(a)
21-April (Thursday)	Last day for party assembly vacancy committee to fill a vacancy in party designation which occurs after party assembly. (No later than 68 days before the Primary Election)	1-4-1002(2)
22-April (Friday)	Last day a write-in candidate may file an Affidavit of Intent for the <b>June 28th Primary Election</b> . (By the close of business on the 67th day before the Primary Election)	1-4-1102(1)
26-April (Tuesday)	Last day for a major party county chairperson to certify names and addresses of recommended election judges to the county clerk. (No later than the last Tuesday of April)	1-6-103(1)(a)
26-April (Tuesday)	Designated election official must confirm appointments by mailing a certification of appointment and acceptance form to election judges. Each person appointed as an election judge must file an acceptance form with the designated election official within 7 days after the certification and acceptance form are mailed.	1-6-104(1) 1-6-106(1) 1-6-106(3)
29-April (Friday)	Last day for the Secretary of State to deliver the Primary Election ballot order and content to county clerks. (No later than 60 days before the Primary Election)	1-5-203(1)(a)
	The designated election official may cancel the <b>June 28th Primary Election</b> if there are no contested races. (By the close of business on the 60th day before the Primary Election)	1-4-104.5(1)
	Last day for counties to begin video surveillance recordings of areas specified in Rule 20.9.3 for the <b>June 28th Primary Election</b> (Beginning at least 60 days before the election and continuing through at least 30 days after the election)	Rule 20.9.2
	Last day for designated election officials to submit security and contingency plans to the Secretary of State for the <b>June 28th Primary Election</b> . (No later than 60 days before the first election in which the procedures will be used. Secretary of State will notify DEO of approval/disapproval of plan no later than 15 days after receiving the submission)	1-5-616(5)(b) Rule 20.1
	Last day an unaffiliated voter may give notice in writing to the county clerk that he or she wishes to serve as an election judge for the <b>June 28th Primary Election</b> . (No later than 60 days before primary election)	1-6-103.7
	Last day a county chairperson of a minor political party may certify to the county clerk and recorder an initial list of registered electors recommended to serve as election judges for the <b>June 28th Primary Election</b> . (No later than 60 days before primary election)	1-6-103.5
	First day that a county clerk or designated election official may hold election judge training for the <b>June 28th Primary Election</b> . (Not more than 60 days before the Primary Election)	1-6-101(5)

## 2022 Election Calendar

May, 2022		
2-May (Monday)	Last day that county must accept comments from the public regarding the designation of VSPCs for the <b>2022 General Election</b> . (Through the 190th day before a general election)	1-5-102.9(1)(c)(III)
9-May (Monday)	First day for judicial candidates to file a declaration of intent to run for another term. (Not more than 6 months, but not less than 3 months before the General Election)	Art. VI, Sect. 25 1-1-106(4)
12-May (Thursday)	The General Assembly must adjourn no later than this date, <i>if estimated convene date is January 12, 2022</i> . (Regular sessions must not exceed 120 calendar days)	Article V, Section 7
	Last day for the Tribal Council of an Indian Tribe located on a Federal Reservation to request that a VSPC be located within the boundaries of the reservation for the <b>2022 General Election</b> . (No later than 180 days before the date of a general election)	1-5-102.9(1)(b.7)
14-May (Saturday)	Deadline for county clerk to transmit a primary election ballot to military and overseas voters for the <b>June 28th Primary Election</b> . (No later than 45 days before the Primary Election)	1-8.3-110(1) Rule 16
	The county clerk must report to the Secretary of State the number of ballots transmitted to military and overseas electors by the 45-day deadline. (No later than 45 days before the election)	Rule 16.1.7
	First day a county clerk may begin issuing a mail ballot to any eligible elector who requests one in person at the the county clerk's office. (No sooner than 45 days before election)	1-7.5-107(2.7)
19-May (Thursday)	First day an unaffiliated candidate may circulate or obtain signatures on a petition for nomination for the General Election. (No earlier than 173 days before the General Election)	1-4-802(1)(d)(I)
24-May (Tuesday)	Last day for the county clerk to provide a list of election judges, including political party affiliations and assignments, if known, to each appointing party. (No later than 35 days before an election)	Rule 6.1.4
	Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting (ENR) for the June 28th Primary Election (No later than 35 days before the election)	Rule 11.9.2
27-May (Friday)	Ballots for the <b>June 28th Primary Election</b> must be printed and in possession of the county clerk. (No later than 32 days before the Primary Election)	1-5-402(1)
	County clerk must begin issuing mail ballots for the <b>June 28th Primary Election</b> to any eligible elector who requests one in person at the county clerk's office. (No later than 32 days before election)	1-7.5-107(2.7)
	Last day for Secretary of State to publish on the Audit Center the risk limits that apply in RLAs for the <b>June 28th Primary Election</b> . (No later than 32 days before election)	Rule 25.2.2(a)
	Last day that the county clerk must post to the county clerk and recorder's website the proposed locations for VSPCs and Drop-boxes for public comment for the <b>2022 General Election</b> . (On or before the 55th day before the deadline to submit an election plan for the 2022 General Election)	1-7.5-105(1)(b)
June, 2022		
6-June (Monday)	First day that mail ballots for the <b>June 28th Primary Election</b> may be mailed to voters, except for UOCAVA voters. (Not sooner than 22 days before the Primary Election, now applies to unaffiliated voters)	1-7.5-107(3)(a)(I) Rule 7.2.3
	Last day for voters who are affiliated with a political party to change or withdraw their affiliation if they wish to vote in a different party's primary election. (Up to the 22nd day before the Primary Election or day after if 22nd day is a state or federal holiday)	1-2-219(1)
	Last day before Primary that County clerk must record in SCORE the ballot preference of an unaffiliated elector. Unaffiliated electors who select a preference by this date must be sent their preferred ballot when ballots are mailed. (Up to the 22nd day before the Primary Election or day after if 22nd day is a state or federal holiday)	Rule 2.18
	Last day to submit an application to register to vote in the <b>June 28th Primary Election</b> through a voter registration drive. (No later than 22 days before the election)	1-2-201(3)(b)(I)

## 2022 Election Calendar

6-June (Monday)	Last day for county clerks to run SCORE reports for the <b>June 28th Primary Election</b> that include voter or election details during regular business hours and from 7 a.m. to 7 p.m. on Election Day. (Starting 22 days before election)	Rule 2.15.4
7-June (Tuesday)	Last day for the county clerk to conduct the public Logic and Accuracy Test for the June 28th Primary Election. (No later than the 21st day before election day)	Rule 11.3.2(a)
	Last day for a data entry county to upload the LAT results file to ENR for the June 28th Primary Election. (No later than 21 days before an election)	Rule 11.9.3
8-June (Wednesday)	Last day to post polling location signs for the <b>June 28th Primary Election</b> . (At least 20 days before the election)	1-5-106(1)
	Last day for the county clerk to publish notice of the <b>June 28th Primary Election</b> . (No later than 20 days before the election)	1-5-205(1)(a)-(d)
10-June (Friday)	Last day to send out initial mail ballots for the <b>June 28th Primary Election</b> . (No later than 18 days before the Primary Election)	1-7.5-107(3)(a)(I) Rule 7.2.3
11-June (Saturday)	Last day to receive public comments for VSPC and Drop-box locations for <b>2022 General Election</b> . (On or before 40 days prior to submitting election plan for 2022 General Election.)	1-7.5-105(1)(b)
13-June (Monday)	Last day for major political parties to appoint members to the county canvass board for the <b>June 28th Primary Election</b> . (At least 15 days before the Primary Election)	1-10-101(1)(a)
	First day to begin counting mail ballots received for the <b>June 28th Primary Election</b> . No results may be disclosed until after 7:00 p.m. on election day. (No earlier than 15 days before the election)	1-7.5-107.5
	Last day for designated election official to appoint audit board to conduct RLA for the <b>June 28th Primary Election</b> . (No later than 15 days before election day)	Rule 25.2.2(c)
17-June (Friday)	Deadline for county clerk to post a copy of the published notice of the <b>June 28th Primary Election</b> in a conspicuous place in the offices of the designated election official or the county clerk. (At least 10 days before the election and until 2 days after the election)	1-5-205(1.3) 1-1-106(5)
	Last day for the county clerk to file the voting system inventory with the Secretary of State for the <b>June 28th Primary Election</b> . (No later than 10 days before an election)	Rule 11.2.3 1-1-106(5)
20-June to 28-June	The minimum number of required voter service and polling centers must be open for the <b>June 28th Primary Election</b> . (Beginning at least 8 days before and on election day, except Sundays)	1-7.5-107(4.5)(c) Rule 7.8.1
21-June (Tuesday)	Last day for an individual to submit a voter registration application and still receive a ballot in the mail for the <b>June 28th Primary Election</b> . (Through the 8th day before an election; Juneteenth holiday observed June 20th)	1-2-201(3)(b)(III)
	Last day for the county clerk to submit election setup records for the <b>June 28th Primary Election</b> to the Secretary of State by regular mail to Colorado Secretary of State, Attn: Voting Systems, 1700 Broadway, Ste. 200, Denver, CO 80290. (No later than 5:00 PM on the 7th day before election day)	1-7-510(2) Rule 11.4
	First day the minimum number of required Drop Boxes must be open for the <b>June 28th Primary Election</b> . (Beginning at least 7 days before an election, including Saturdays and Sundays)	1-7.5-107(4.3)(b)
22-June (Wednesday)	If the county clerk receives a voter registration application within the 7 days before the <b>June 28th Primary Election</b> , the clerk must process the application and inform the applicant that they will not receive a mail ballot. To receive a ballot, the applicant must visit a Voter Service and Polling Center. (7 days due to Juneteenth Holiday)	1-2-201(4) 1-2-217.7(3.5) 1-2-508(3) 1-1-106(4)
28-June (Tuesday)	<b>Primary Election</b> (Polls open 7:00 a.m. to 7:00 p.m.)	1-4-101(1) 1-7-101(1) Rule 7.8.1(c)
	All ballots must be received by the county clerk by 7:00 p.m.	1-7.5-107(4)(b)(II)

## 2022 Election Calendar

30-June (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters and emails. (Within 3 days after receipt of ballot missing ID/confirmation of signature deficiency, but no later than 2 days after the <b>June 28th Primary Election day</b> )	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rules 7.5.1, 7.6.1
<b>July, 2022</b>		
1-July (Friday)	The Secretary of State must notify county clerks and the minor political party if any minor political party ceases to qualify as such a party. (No later than July 1)	1-4-1305(2)
	Deadline for the Secretary of State to give public notice of the meeting to establish the random seed for the RLA Tool. (At least seven calendar days before the meeting to be held on the thirteenth day after the <b>June 28th Primary Election</b> )	Rule 25.2.2(i) 1-1-106(5)
	Deadline for the Secretary of State to select target contest(s) to be audited in the risk-limiting audit for the <b>June 28th Primary Election</b> . (No later than 5:00 p.m. MT on the Friday after election day)	Rule 25.2.2(j)
1-July to 15-July	Date range to send notification of the time and place of party lot drawing. The drawing determines ballot positions of candidates to appear on the <b>2022 General Election</b> ballot. (Between July 1 and July 15 of each election year)	1-5-404(2)
6-July (Wednesday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted in the <b>June 28th Primary Election</b> . (No later than the 8th day after election day)	1-8.3-111 1-8.3-113 Rule 16.1.5
6-July (Wednesday)	Last day for an elector to cure a signature discrepancy or missing signature, or to provide missing ID for mail or provisional ballot to be counted in the <b>June 28th Primary Election</b> . (By 11:59 p.m. MT 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7.6.1 Rule 7.6.5
7-July (Thursday)	Last day for the county clerk to complete verification and counting of provisional ballots for the <b>June 28th Primary Election</b> . (Within 9 days after the Primary Election)	1-8.5-105(5)
8-July (Friday)	County must finish tabulating all in-person and accepted mail ballots cast by voters registered in the county for the <b>June 28th Primary Election</b> . Immediately after completing this tabulation, the county must also generate a summary results report, a results file export suitable for uploading to the Secretary of State's ENR system, and a CVR export. (Complete by 10th day after election day)	Rule 25.2.2 (e)
	Deadline for county conducting a comparison audit to upload: -verified and hashed ballot manifest, and the manifest' hash value to the Secretary of State's office -verified and hashed CVR export, and the CVR export's hash value to the Secretary of State's office -RLA tabulation results export to the Secretary of State's election night reporting system. (No later than 5:00 PM MT on the 10th day after the <b>June 28th Primary Election</b> )	Rule 25.2.2(g)
	Deadline for county conducting a ballot polling audit to upload: -verified and hashed ballot manifest and the ballot manifest hashed value by email to the Secretary of State's Office -cumulative tabulation report, by email to the Secretary of State's Office -RLA tabulation results export to the Secretary of State's election night reporting system. (No later than 5:00 PM MT on the 10th day after the <b>June 28th Primary Election</b> )	Rule 25.2.2 (h)
11-July (Monday)	Deadline for Secretary of State to establish a random seed for use with the RLA Tool. (On the 13th day after the <b>June 28th Primary Election</b> )	Rule 25.2.2(i)
	Deadline to notify the counties of the ballots selected to be audited. (No later than 11:59 p.m. MT on the 13th day after the <b>June 28th Primary Election</b> )	Rule 25.2.2(l)
	Last day for county clerk to designate drop-off, drop box, and Voter Service and Polling Center locations for the <b>2022 General Election</b> . Clerks must also complete an accessibility survey for all locations annually before designation. (No later than 120 days before the election)	Rule 7.9
14-July (Thursday)	Last day to file an unaffiliated candidate nomination petition. (No later than 3:00 p.m. on the 117th day before the <b>2022 General Election</b> )	1-4-802(1)(f)(l)
19-July (Tuesday)	Deadline for County audit board to sign, date, and submit to the Secretary of State a report of the results of the risk limiting audit for the <b>June 28th Primary Election</b> . (No later than 5:00 p.m. MT on business day before the canvass deadline)	Rule 25.2.3(d)
20-July (Wednesday)	Last day to complete the canvass and submit official abstract of votes cast for the <b>June 28th Primary Election</b> to the Secretary of State. (No later than the 22nd day after the election)	1-10-102(1) 1-10-103(1)
21-July (Thursday)	Last day for the county clerk to submit an election plan for the <b>2022 General Election</b> to the Secretary of State. (No later than 110 days before every election)	1-7.5-105(1) Rule 7.1.1

## 2022 Election Calendar

21-July (Thursday)	Last day for a write-in candidate to file an Affidavit of Intent for the <b>2022 General Election</b> . (By the close of business on the 110th day before the General Election)	1-4-1102(1)
	Deadline to upload the final canvass results for the <b>June 28th Primary Election</b> to the ENR system. (By COB on the first business day after the statutory deadline for completing the canvass)	Rule 11.9.6
25-July (Monday)	Last day for the Secretary of State to compile the returns and order appropriate recounts of the <b>June 28th Primary Election</b> . (No later than the 27th day after the Primary Election)	1-10-103(2)
26-July (Tuesday)	Last day for county who previously failed to meet 45-day ballot transmission deadline to submit plan to Secretary of State for complying with the deadline for the <b>2022 General Election</b> . (No later than 60 days before the 45 day transmission deadline)	Rule 16.1.8
	Last day for interested parties to request a recount of the <b>June 28th Primary Election</b> at their own expense. (Within 28 days after the Primary Election)	1-10.5-106(2)
29-July (Friday)	Last day for county that conducted a comparison risk-limiting audit for the <b>June 28th Primary Election</b> to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter <b>if</b> no recount was required or requested. (no later than the third business day following the deadline to request a recount)	Rule 25.2.4
29-July (Friday)	Last day for the Secretary of State to prepare an election notice for the <b>2022 General Election</b> to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly scheduled election)	1-8.3-116(1) 1-1-106(5)
	Last day for a political subdivision to notify the county clerk in writing that it has taken formal action to participate in the <b>2022 General Election</b> . (100 days before the General Election)	1-7-116(5) 1-1-106(5)
	Last day for a local government who wants to conduct a ranked voting election to give the county clerk notice. (No later than 100 days before the election, if the governing body has taken formal action)	Rule 26.3 1-1-106(5)
<b>August, 2022</b>		
2-August (Tuesday)	Last day to complete a statutory recount of any race in the <b>June 28th Primary Election</b> . (No later than the 35th day after the election)	1-10.5-102(2) 1-10.5-103
4-August (Thursday)	Last day for the designated election official to provide a notice of sufficiency/insufficiency regarding unaffiliated candidate nomination petitions for the <b>2022 General Election</b> . (No later than 96 days before the General Election)	1-4-908(3)
	Last day to complete a recount of the <b>June 28th Primary Election</b> requested by an interested party. (No later than the 37th day after the Primary Election)	1-10.5-106(2)
8-August (Monday)	Last day to file an initiative petition with the Secretary of State for the <b>2022 General Election</b> , no later than 3:00 p.m. (At least 3 months before the election)	Art V, Sect. 1(2)
	Last day for judicial candidates to file a Declaration of Intent to run for another term. (Not less than 3 months before the <b>2022 General Election</b> )	Art. VI, Sect. 25
9-August (Tuesday)	Last day for county that conducted a comparison risk-limiting audit for the <b>June 28th Primary Election</b> to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter <b>if</b> recount was required or requested. (no later than the third business day following the deadline to complete recount)	Rule 25.2.4
10-August (Wednesday)	Last day for the county clerk to submit a watcher accommodation plan for the <b>2022 General Election</b> to the Secretary of State. (No later than 90 days before an election)	Rule 8.7
	Last day for county clerk who failed to follow the procedures for a risk limiting audit during the <b>June 28th Primary Election</b> to submit a written remediation plan to the Secretary of State. (No later than 90 days before the <b>2022 General Election</b> )	Rule 25.2.5
25-August (Thursday)	Last day for a political party nominating candidates by party assembly/convention to make nominations public. (No later than 75th day before the General Election)	1-4-702(2)
30-August (Tuesday)	Last day for intergovernmental agreements to be signed by county clerks and political subdivisions. (No later than 70 days before the General Election)	1-7-116(2)
<b>September, 2022</b>		
2-September (Friday)	Last day to submit to the designated election official the designation and acceptance of person filling a vacancy in a major party nomination occurring after the primary election. (No later than the 64th day before the <b>2022 General Election</b> )	1-4-1005(3)(c)(I) 1-1-106(5)
7-September (Wednesday)	Last day for the Secretary of State to issue statements of sufficiency or insufficiency for initiative petitions filed on August 8th. (No more than 30 calendar days after the petition is filed)	1-40-116(2)

## 2022 Election Calendar

9-September (Friday)	Last day for the designated election official of each political subdivision to certify the ballot order and content for the <b>2022 General Election</b> . Each DEO must also deliver the certification to the county clerk for the <b>2022 General Election</b> . (No later than 60 days before the election)	1-5-203(3)(a)
9-September (Friday)	Last day for designated election officials to submit security and contingency plans to the Secretary of State, if not previously submitted. (No later than 60 days before the first election in which the procedures will be used. The Secretary of State will notify DEO of approval/disapproval of plan no later than 15 days after receiving the submission)	1-5-616(5)(b) Rule 20.1
	Last day for counties to begin video surveillance recordings of areas specified in Rule 20.9.3 for the <b>2022 General Election</b> . (Beginning at least 60 days before the election and continuing through at least 30 days after the election)	Rule 20.9.2
	First day the county clerk or designated election official may hold election judge training for the <b>2022 General Election</b> . (Not more than 60 days before the election)	1-6-101(5)
	Last day a county chairperson of a minor political part may certify to the county clerk and recorder an initial list of registered electors recommended to serve as election judges for the <b>2022 General Election</b> . (No later than 60 days before the election)	1-6-103.5
	Last day for designated representatives of initiative petition to withdraw the petition from consideration by filing withdrawal letter with Secretary of State. (No later than 60 days before petition is to be voted upon)	1-40-134
	Last day an unaffiliated voter may give notice in writing to the county clerk that he or she wishes to serve as an election judge for the <b>2022 General Election</b> . (No later than 60 days before the election)	1-6-103.7
12-September (Monday)	Last day for the Secretary of State to deliver the certification of ballot order and content to each county for the <b>2022 General Election</b> . (No later than 57 days before the General Election)	1-5-203(1)(a)
23-September (Friday)	Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)	Art. X, Sect. 20(3)(b)(v) 1-7-901(4)
	Last day for a petition's representatives to submit a summary of favorable comments for the ballot issue notice. Comments must be submitted to the designated election official. (No later than 44 days before the election)	1-7-903(3) 1-1-106(5)
24-September (Saturday)	Last day to transmit ballots and ballot materials to overseas military voters for the <b>2022 General Election</b> . (No later than 45 days before the election)	1-8.3-110(1) Rule 16
	Deadline for clerk to report to the Secretary of State the number of ballots transmitted to military and overseas electors for the <b>2022 General Election</b> by the 45-day deadline.	Rule 16.1.7
	First day a county clerk may begin issuing a mail ballot for the <b>2022 General Election</b> to any eligible elector who requests one in person at the county clerk's office. (No sooner than 45 days before election)	1-7.5-107(2.7)
26-September (Monday)	Last day for the designated election official to deliver the full text of any required ballot issue notices to the county clerk. (No later than 43 days before the <b>2022 General Election</b> )	1-7-904
<b>October, 2022</b>		
4-October (Tuesday)	Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting (ENR) for the 2022 General Election (No later than 35 days before the election)	Rule 11.9.2
	Last day for the county clerk to provide a list of election judges, including political party affiliations and assignments, if known, to each appointing party for the <b>2022 General Election</b> . (No later than 35 days before an election)	Rule 6.1.4
7-October (Friday)	Last day for official ballots for the <b>2022 General Election</b> to be printed and in the possession of the county clerk. (No later than 32 days before the General Election)	1-5-403(1)
	County clerk must begin issuing mail ballots for the <b>2022 General Election</b> to any eligible elector who requests one in person at the county clerk's office. (No later than 32 days before election)	1-7.5-107(2.7)
	Last day to mail notice of a ballot issue election at least cost. (At least 30 days before a ballot issue election)	Art. X, Sect. 20(3)(b) §§1-7-907, 1-1-106(5), C.R.S. 1-1-106(5)

## 2022 Election Calendar

7-October (Friday)	Last day for Secretary of State to publish on the Audit Center the risk limits that apply in RLAs for the <b>2022 General Election</b> . (Not later than 32 days before election)	Rule 25.2.2(a)
	Last day for the Legislative Council staff to print and distribute the ballot information booklet for statewide measures to active registered voters. (At least 30 days before the election)	Art. V, Sect. 1(7.5)(b) 1-1-106(5)
17-October (Monday)	First day that mail ballots for the <b>2022 General Election</b> may be mailed to voters, except for UOCAVA voters. (Not sooner than 22 days before the election or the previous business day if the 22 day before the election falls on a state or federal holiday)	1-7.5-107(3)(a)(I) Rule 7.2.3
17-October (Monday)	Last day to submit an application to register to vote in the <b>2022 General Election</b> through a voter registration drive. (No later than 22 days before the election or the following business day if the deadline falls on a state or federal holiday.)	1-2-201(3)(b)(I)
	Last day for county clerks to run SCORE reports for the <b>2022 General Election</b> that include voter or election details during regular business hours and from 7 a.m. to 7 p.m. on Election Day. (Starting 22 days before election)	Rule 2.15.4
18-October (Tuesday)	Last day for the county clerk to conduct the public Logic and Accuracy Test. (No later than the 21st day before election day)	Rule 11.3.2(a)
	A data entry county must upload LAT results file to ENR. (No later than 21 days before the election)	Rule 11.9.3
19-October (Wednesday)	Last day to post polling location signs for the <b>2022 General Election</b> . (At least 20 days before the election)	1-5-106(1)
	Last day to publish statutory notice of election (No later than 20 days before election)	1-5-205(1)(a-d)
	Counties may begin practice conducting the risk limiting audit. (20 days before the election)	Rule 25.2.2(b)
21-October (Friday)	Deadline for the county clerk to send mail ballot packets to each active eligible elector for the <b>2022 General Election</b> . (No later than 18 days before the Election)	1-7.5-107(3)(a)(I)
24-October (Monday)	Last day for major political parties to appoint members to the county canvass board for the <b>2022 General Election</b> . (At least 15 days before the election)	1-10-101
	Last day for the designated election official to appoint an audit board to conduct the risk-limiting audit. (No later than 15 days before election day)	Rule 25.2.2(c)
	First day that drop-off location located on federal reservation at the request of the Tribal Council must be open to accept mail ballots for the <b>2022 General Election</b> . (15 days before the general election through election day)	1-5-102.9(5)(e)
	Counting of mail ballots may begin. No results may be disclosed until after 7:00pm on Election Day. (Beginning 15 days prior to the election)	1-7.5-107.5
24-October to 8-November	The minimum number of required voter service and polling centers must be open for the <b>2022 General Election</b> . (Beginning at least 15 days before and continuing through election day, except Sundays and the first Saturday of this period)	1-5-102.9(2) Rule 7.8.1
	First day county Drop Boxes must be open to accept mail ballots for the <b>2022 General Election</b> . (15 days preceding the date of the general election and continuing to election day)	1-5-102.9(5)(c)
28-October (Friday)	Last day for county clerks to post copy of published notice of election in conspicuous place in their offices (No later than 10 days before election)	1-5-205(1.3) 1-1-106(5)
	Last day for the county clerk to file the voting system inventory with the Secretary of State for the <b>2022 General Election</b> . (No later than 10 days before an election)	Rule 11.2.3 1-1-106(5)
31-October (Monday)	Last day to submit an application to register to vote through the mail, a voter registration agency, a local driver's license examination facility, or online to receive a mail ballot for the <b>2022 General Election</b> . (Through the 8th day prior to the election)	1-2-201(3)(b)(III) 1-2-201(4) 1-2-508(3)(a)(I)
<b>November, 2022</b>		
1-November (Tuesday)	If the county clerk receives a voter registration application within the 8 days before the <b>2022 General Election</b> , the clerk must process the application and inform the applicant that they will not receive a mail ballot. To receive a ballot, the applicant must visit a Voter Service and Polling Center.	1-2-201(4) 1-2-217.7(3.5) 1-2-508(3)
	Last day for the county clerk to submit election setup records for the <b>2022 General Election</b> to the Secretary of State by regular mail to Colorado Secretary of State, Attn: Voting Systems, 1700 Broadway, Ste. 200, Denver, CO 80290. (No later than 5:00 PM on the 7th day before election day)	1-7-510(2) Rule 11.4
8-November (Tuesday)	<b>General Election</b> (Polls open 7:00am to 7:00pm)	1-1-104(17) 1-4-201 Rule 7.8.1(b)

## 2022 Election Calendar

8-November (Tuesday)	All ballots must be in the hands of the county clerk by 7:00pm on election day in order to be counted. Ballots cast by military and overseas voters must be sent no later than 7:00pm on election day and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(II) 1-8.3-111 1-8.3-113 (1), (2)
10-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters and emails. (Within 3 days after receipt of ballot missing ID/confirmation of signature deficiency, but no later than 2 days after the <b>2022 General Election</b> day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rules 7.5.1, 7.6.1
10-November (Thursday)	Deadline for the Secretary of State to select target contest(s) to be audited in the risk-limiting audit. (No later than 5:00 PM MT on the Friday after election day)	Rule 25.2.2 (j) 1-1-106(5)
14-November (Monday)	Deadline for the Secretary of State to give public notice of the meeting to establish the random seed for the RLA Tool. (At least seven calendar days before the meeting to be held on the thirteenth day after the <b>2022 General Election</b> )	Rule 25.2.2(i)
16-November (Wednesday)	Last day for an elector to cure a signature discrepancy or missing signature, or to provide missing ID for mail or provisional ballot to be counted in the <b>2022 General Election</b> . (By 11:59 p.m. MT 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7.5 Rule 7.6.5
	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted in the <b>2022 General Election</b> . (No later than the 8th day after election day)	1-8.3-111 1-8.3-113 Rule 16.1.5
18-November (Friday)	Last day for the county clerk to complete verification and counting of provisional ballots for the <b>2022 General Election</b> . (Within 9 days after the election)	1-8.5-105(5)
	County must finish tabulating all in-person and accepted mail ballots cast by voters registered in the county for the <b>November 8 General Election</b> . Immediately after completing this tabulation, the county must also generate a summary results report, a results file export suitable for uploading to the Secretary of State's ENR system, and a CVR export. (Complete by 10th day after election day)	Rule 25.2.2 (e)
	Deadline for county conducting a comparison audit to upload: -verified and hashed ballot manifest, and the manifest' hash value to the Secretary of State's office -verified and hashed CVR export, and the CVR export's hash value to the Secretary of State's office -RLA tabulation results export to the Secretary of State's election night reporting system. (No later than 5:00 PM MT on the 10th day after the <b>General Election</b> )	Rule 25.2.2(g)
	Deadline for county conducting a ballot polling audit to upload: -verified and hashed ballot manifest and the ballot manifest hashed value by email to the Secretary of State's Office -cumulative tabulation report, by email to the Secretary of State's Office -RLA tabulation results export to the Secretary of State's election night reporting system. (No later than 5:00 PM MT on the 10th day after the <b>General Election</b> )	Rule 25.2.2 (h)
21-November (Monday)	Deadline for Secretary of State to establish a random seed for use with the RLA Tool. (On the 13th day after the <b>November 8 General Election</b> )	Rule 25.2.2(i)
	Deadline to notify the counties of the ballots selected to be audited. (No later than 11:59 p.m. MT on the 13th day after the <b>November 8 General Election</b> )	Rule 25.2.2(l)
29-November (Tuesday)	Deadline for County audit board to sign, date, and submit to the Secretary of State a report of the results of the risk limiting audit for the <b>2022 General Election</b> . (No later than 5:00 p.m. MT on business day before the canvass deadline)	Rule 25.2.3(d)
30-November (Wednesday)	Last day to complete the canvass and submit official abstract of votes cast for the 2022 General Election to the Secretary of State. (No later than the 22nd day after the election)	1-10-102(1) 1-10-103 (1)

## 2022 Election Calendar

December, 2022		
1-December (Thursday)	Last day for political subdivision that referred a ballot issue or question that failed for the <b>2022 General Election</b> , to waive an automatic recount of that issue or question by giving written notice to clerk and recorder. (Within 23 days after election)	1-10.5-103
1-December (Thursday)	Deadline to upload the final canvass results for the <b>2022 General Election</b> to the ENR system. (By COB on the first business day after the statutory deadline for completing the canvass)	Rule 11.9.6
1-December (Thursday)	Last day for the Department of Higher Education to provide enrollment data for the 2022 Fall Semester to the Secretary of State. (On or before December 1st of each general election year)	1-5-102.9 (1)(b.5)(I)(B)(V)
5-December (Monday)	Last day for the Secretary of State to compile the returns and order appropriate recounts of the <b>2022 General Election</b> . (No later than the 27th day after the election)	1-10-103(2)
6-December (Tuesday)	Last day for interested parties to request a recount of the <b>2022 General Election</b> at their own expense. (Within 28 days after the election)	1-10.5-106(2)
8-December (Thursday)	Last day for a county over 50,000 to report its wait times at each of its voter service and polling centers in accordance with the Secretary of State's written wait time policy document. (No later than 30 days after the election)	Rule 7.8.9
	First day the county clerk may stop video surveillance of designated areas for the 2022 General Election. (Through at least 30 days after the election, unless there is a recount)	Rule 20.9.2
9-December (Friday)	Last day for county that conducted a comparison risk-limiting audit for the <b>2022 General Election</b> to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter <u>if</u> no recount was required or requested. (no later than the third business day following the deadline to request a recount)	Rule 25.2.4
13-December (Tuesday)	Last day to complete a statutory recount of any race in the <b>2022 General Election</b> . (No later than the 35th day after the election)	1-10.5-102(2) 1-10.5-103
15-December (Thursday)	Last day to complete a recount of the <b>2022 General Election</b> requested by an interested party. (No later than the 37th day after the election)	1-10.5-106(2)
20-December (Tuesday)	Last day for county that conducted a comparison risk-limiting audit for the <b>2022 General Election</b> to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter <u>if</u> recount was required or requested. (no later than the third business day following the deadline to complete recount)	Rule 25.2.4
<b>NOTE</b>	Following the election, the county clerk must report to the Secretary of State in writing the number of ballot return envelopes with discrepant signatures that the clerk forwarded to the district attorney for investigation.	Rule 7.7.13
<b>Note on Computation of Time</b>		
<b>NOTE</b>	If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday <u>and</u> completion of the act involves a filing <u>or</u> other action during business hours, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.	1-1-106(4)
	If a statute or rule requires doing an act in "not less than" or "no later than" or "at least" a certain number of days or "prior to" a certain number of days or a certain number of months before the date of an election, the period is shortened to and ends on the <u>prior business day</u> that is not a Saturday, Sunday, or legal holiday.	1-1-106(5)

## EXHIBIT D

### Designated Individual for Boundary Lines and Map Approval

Name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email: \_\_\_\_\_

## EXHIBIT E

### Designated individual for Ballot Proofing and Approval form

The jurisdiction of the Town of Crested Butte designates the following individual for purposes of proofing and approving ballot language prior to printing of ballots:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number (s): \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

**\*\*\*\*Please note that the person designated will be need to be available at varying times including weekends and holidays for proofing.**

Thank you

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

August 2, 2022 – September 6, 2022

As of 7/29/2022

## Board of County Commissioners

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**1. BOCC Regular Meeting**

August 2, 2022, All Day @ BOCC Boardroom

[More Details](#)

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**2. Mayors & Managers Meeting - Hosted by Library District**

August 4, 2022, 12:00 PM - 1:30 PM

[More Details](#)

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**3. BOCC Work Session**

August 9, 2022, All Day @ BOCC Boardroom

[More Details](#)

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**4. BOCC Regular Meeting**

August 16, 2022, All Day @ BOCC Boardroom

[More Details](#)

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**5. Commissioner Smith Out of Office**

August 16, 2022, All Day

[More Details](#)

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**6. BOCC Work Session**

August 23, 2022, All Day @ BOCC Boardroom

[More Details](#)

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**7. Mayors & Managers Meeting - Hosted by Gunnison School District**

September 1, 2022, 12:00 PM - 1:30 PM

[More Details](#)

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**8. BOCC Regular Meeting**

September 6, 2022, All Day @ BOCC Boardroom

[More Details](#)

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## Gunnison County Organization

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**1. Holiday - Labor Day - Offices Closed**

September 5, 2022, All Day

[More Details](#)

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## Gunnison-Hinsdale Board of Human Services

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**1. Gunnison-Hinsdale Board of Human Services Meeting**

August 16, 2022, All Day @ BOCC Board Room

[More Details](#)

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

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**Agenda Item:** Minutes: May 17, 2022 Regular Meeting

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, a draft of the BoCC regular meeting minutes for 5/17/2022

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\dbishop

Discharge Date: 7/29/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 7/29/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/2/2022

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
May 17, 2022**

The May 17, 2022 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 meeting to order at 8:30 am.

**ALCOHOL BEVERAGE LICENSE #03-13185; SKYHIGHCOLORADO LLC DBA NUGGET CAFE; EFFECTIVE DATE 4/06/2022 - 4/06/2023**

**ALCOHOL BEVERAGE LICENSE #03-06291; THREE RIVERS SMOKEHOUSE DBA THREE RIVERS SMOKEHOUSE; EFFECTIVE DATE 4/17/2022 - 4/17/2023**

**ALCOHOL BEVERAGE LICENSE #03-02907; IRWIN BACKCOUNTRY GUIDES LLC DBA PARKING BARN; EFFECTIVE DATE 5/20/2022 - 5/20/2023**

**ALCOHOL BEVERAGE LICENSE #03-04714; IRWIN BACKCOUNTRY GUIDES LLC DBA TAYLOR RIVER LODGE; EFFECTIVE DATE 7/06/2022 - 7/06/2023**

**SPECIAL EVENT LIQUOR PERMIT 2-2022; ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC; EFFECTIVE DATE 8/07/2022 FROM 5-11:30 PM**

**Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the following alcohol beverage licenses: SkyHighColorado LLC dba Nugget Café, Three Rivers Smokehouse dba Three Rivers Smokehouse, Irwin Backcountry Guides LLC dba Parking Barn, Irwin Backcountry Guides LLC dba Taylor River Lodge, and Adaptive Sports Center of Crested Butte, Inc. Special Event Liquor Permit. Motion carried unanimously.

**ADJOURN:** Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority 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 questions or changes needed to the agenda.

**SCHEDULING:** There were no changes needed to the schedule; however, Chairperson Houck pointed out that, as May 31<sup>st</sup> was a 5<sup>th</sup> Tuesday in the month, there would be no meeting on May 31<sup>st</sup>.

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

1. Acknowledgement of County Manager's Signature; Professional Services Agreement; MGT of America Consulting, LLC; for Cost Allocation Services; 5/03/2022 – 8/31/2022; \$5,600
2. Acknowledgement of County Manager's Signature; Letter of Engagement; Employers Council; for Compensation Consulting Services – providing a market-based compensation study for 150 job titles; Effective 5/02/2022; \$24,840 total estimate
3. Approval for Colorado Department of Public Health and Environment (CDPHE) Contract 2022\*3186 Amendment #5; Gunnison County Health and Human Services; Additional funds for Core Immunization Services; 7/1/2022 to 6/30/2023; \$31,195
4. Approval for Colorado Department of Public Health and Environment (CDPHE) Task Order and Statement of Work; for improving local capacity to provide Core Public Health services as established by the State Board of Health; Expiration Date 6/30/2023; \$142,835.00
5. Lease Agreement Approval; Banx LLC; for Crested Butte office lease, Gunnison County Substance Abuse Prevention Project; 6/01/2022 – 5/31/2023; \$800 per month
6. Approval of Colorado Department of Public Health & Environment (CDPHE) Contract 2022\*2745 Amendment #1; Expand Program for Harm Reduction Services in Gunnison County; 7/01/22 – 6/30/2023; \$388,535

7. Approval for Colorado Department of Public Health and Environment (CDPHE); Contract 2023\*0196 Amendment #5; Gunnison County Health and Human Services; Additional funding for Emergency Preparedness; 7/01/2022 - 6/30/2023; \$112,429
8. Approval for 2022 CFGV Community Grants Application; Gunnison County Veteran Services; partial funding for the paid internship salary of a Hydroponic Vegetable Production Assistant (veteran to be selected); \$5,000
9. Approval for Written Comments; Public Hearing, Colorado Department of Revenue (CDOR), Office of Tax Policy; for Proposed Rulemaking Change, Room and Accommodation Tax

**COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** County Manager Matthew Birnie was present to give the Board his updates.

1. **Resolution; Delegating to the County Manager Authority to Negotiate and Execute Contracts Related to Real Property on Behalf of the County.** CM Birnie explained this resolution was a follow-up on direction from the Board at an earlier meeting. Chairperson Houck expressed his approval for the delegation of authority to CM Birnie for anything needing quick action, and also noted that any actions would still come back to the Board for final authorization within 30 days.  
Commissioner Smith **moved** to approve Resolution 2022-22, A Resolution Delegating to the County Manager Authority to Negotiate and Execute Contracts Related to Real Property on Behalf of the County. Commissioner Mason seconded. Motion carried unanimously.
2. **Boards & Commissions: Applicants to the Gunnison Basin Sage-grouse Strategic Committee (GBSGSC).** CM Birnie let the Board know that they had received two applications – for the Research and Education at-large regular and alternate positions. He asked the Board if they were comfortable with not interviewing the two applicants, or if they wished to schedule interviews. Commissioner Smith noted that she would be comfortable with no interviews. With the approval of all the Board members, CM Birnie stated that the applicants' appointments would be added to the next regular meeting agenda.
3. **Boards & Commissions: Applicants to the 7<sup>th</sup> Judicial Community Corrections Board.** CM Birnie confirmed with Commissioner Smith that there were two people who had expressed interest in this Board vacancy. The Board discussed the opportunity and instructed staff to advertise an out-of-cycle vacancy, and to set up interview times with any applicants. Deputy County Manager Marlene Crosby asked and was granted permission to add one out-of-cycle vacancy for the Weed Commission to the newspaper and online advertisements.
4. **CM Matthew Birnie to be out of office June 13-24, 2022.** CM Birnie informed the Board of the days he would be gone in June 2022.
5. **Martin Schmidt announced as the new Assistant County Manager for Public Works.** CM Birnie explained to the Board that Martin would need to move his family, and so he would be starting part-time in July, transitioning to full-time sometime in August 2022.
6. **Airport update.** CM Birnie reported that the upstairs flooring was going in at the moment, so they were not yet able to use the jet bridge and all that is located upstairs. Overall, there was good progress being made, though a few supply chain issues may yet push the final deadline back a bit.
7. **Library update.** CM Birnie reported that the building's siding had just been completed, and they were scheduled to move into the new library in August.

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

1. **Approval of [correction from agenda] Central Federal Lands Highway Division Colorado Department of Transportation's Highway Easement Deed for County Road #209, also known as Cottonwood Pass Road** – DCM Marlene Crosby informed the Board that there was a revision needed to the title of this document – changing it from a Colorado Department of Transportation document to a Central Federal Lands Highway Division Easement Deed. She then explained that the easement deed needed to be accepted for the County to perform road maintenance on Cottonwood Pass.  
**Moved** by Commissioner Mason to approve the Central Federal Lands Highway Division Highway Easement Deed for County Road #209 also known as Cottonwood Pass, and to authorize the chair's notarized signature on it. Commissioner Smith seconded. Motion carried unanimously.
2. **Request from Colorado Parks and Wildlife (CPW); for Extension of Carcass Disposal Discounted Rates at the County Landfill to Agricultural Producers** – DCM Crosby stated that the Board had approved something like this before, only the first time had been for roadkill. She explained that her email regarding this first agreement, written right after a 12/22/2020 BOCC meeting, showed that she had understood it was approved. However, the minutes for that date say the item was continued to the next meeting, but there is no mention of this in the next meeting's minutes, either. She highlighted that the prices from this email are what the landfill has been using, from 12/23/2020 forward.  
DCM Crosby then outlined that this new request from CPW was an attempt to reduce the number of animal carcasses which, in turn, would help keep down the quantity of predators in the area which were a threat to the Gunnison Basin Sage-grouse. She also noted that the CPW would be footing the bill for the carcass disposal. After a brief discussion, the Board expressed its support for the initial eligibility to be ag producers enrolled in the CCAA program, to be effective from May

17, 2022 until June 1, 2023, when the Board could re-evaluate the agreement and carcass quantities at its first regular meeting in June of 2023.

County Attorney Matt Hoyt asked if the Board would want a formal agreement clarifying cost, eligibility, and duration of the agreement. The Board approved this suggestion and asked DCM Crosby to work with CA Hoyt on the proposed agreement.

3. Notifying Board of a three-year agreement currently being worked on with the Bureau of Land Management (BLM). DCM Crosby notified the Board that this agreement will encompass the BLM's contribution towards the spraying of noxious weeds, as well as their portion of funding for the Gunnison Basin Sage-grouse coordinator, in regards to the upcoming cheatgrass mitigation. CM Birnie noted that this finalized agreement could then be referenced in the IGA that had yet to be drawn up between parties regarding support for the cheatgrass mitigation coordinator.
4. Plowing to the townsite of Irwin. DCM explained that they had not plowed to the Irwin townsite in years past, but that plowing through and breaking up a few of the larger snowdrifts has morphed into the expectation that the County would prioritize plowing into the townsite. She reported that her firm response to this expectation is that Kebler Pass is the priority for the County, and when it is plowed and ready to be open, they would then be able to plow into the townsite. DCM Crosby asked the Board if they had any questions or concerns about this, and the Board agreed that with the limited staffing, this stance was appropriate.

**TREASURER'S REPORTS:** County Treasurer Debbie Dunbar had let the Board know beforehand that she would be unable to attend this meeting. With no concerns or questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioners Mason to accept the Treasurer's Report as presented, and to authorize the Chair's signature. Motion carried unanimously.

**VOUCHERS AND TRANSFERS:** Chief Financial Officer Juan Guerra, Senior Accountant Kelly Weak, and Accountant Allison Jones were present to answer any questions the Board might have.

1. May 2022 Accounts Payable Report. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the vouchers in the amount of \$3,320,355.69. Motion carried unanimously.
2. February 2022 Purchase Card Report
3. April 2022 Cash Transfer Report. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the cash transfer in the amount of \$5,839,107.71. Motion carried unanimously.

CFO Guerra asked the Board's recognition of the excellent job Allison Jones had done in serving the citizens of Gunnison County for the past two years, and noted that she, unfortunately, would be leaving the County soon. Sr Accountant Kelly Weak also let the Board know that the sales tax report had been delayed.

**ELK VALLEY TOWNHOMES PLAT; RE-SUBDIVISION OF LOT M1-1; BUCKHORN RANCH, FILING 2B; LUC-22-00024:** Community Development Administrative Services Manager Beth Baker was present in the room for discussion. She stated that the plat had approvals from the lender, HOA, and County Attorney's Office, and the taxes were current. They had also obtained all the required signatures and notaries, except for the chair's signature being requested at that time.

With no questions or concerns from the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Elk Valley Townhomes Plat, Re-subdivision of Lot M1-1 in Buckhorn Ranch Filing 2B, LUC-22-00024, and to authorize the chair's signature. Motion carried unanimously.

**LOT CLUSTER IN BLUE MESA SUBDIVISION, UNIT 1; ADJACENT LOTS 186, 187, 188 & 189; AGREEMENT AND DECLARATION; DANIEL AND KELLY HANKAMER; LUC-22-00007:** Community Development Administrative Services Manager Beth Baker was also present for discussion regarding the lot cluster in Blue Mesa Subdivision, Unit 1. She outlined that applicants Danny and Kelly Hankamer had applied to cluster four adjacent lots in order to make one large lot in the subdivision. Further, the County Attorney's Office had determined the application was legally sufficient, the taxes were current, there were no liens on the property, and the utility companies had agreed to the lot cluster.

With no questions from the Board, Commissioner Mason **moved** to approve the Lot Cluster in Blue Mesa Subdivision, Unit 1, Adjacent Lots 186, 187, 188 and 189, its agreement and declaration, LUC-22-00007, and to authorize the Board's signatures. Commissioner Smith seconded and the motion carried unanimously.

**APPLICATION FOR MEMBERSHIP AND FUNDING IN COLORADO PARKS & WILDLIFE REGIONAL PARTNERSHIP INITIATIVE:** Assistant County Manager for Community & Economic Development Cathie Pagano was present in the room, and National Forest Foundation's Southwest Colorado Program Manager and Stewardship Coordinator, Joe Lavorini, was also present via Zoom, for discussion and to answer any questions the Board might have.

NFF Program Manager Joe Lavorini outlined for the Board that this was a grant opportunity involving a tri-county approach to funding. The counties involved would be Gunnison, Chaffee, and Lake counties, with the National Forest Foundation as the applicant to the Colorado Parks and Wildlife Regional Partnership Initiative. This program launched last year for new and existing coalitions to join a statewide initiative seeking to find balanced approaches to public lands management. The request would be two-fold: a) an application to become a recognized member of the regional partnership initiative, and b) a request for \$125,000 funding towards wildlife modeling, plus Gunnison County's part in matching funds which had already been budgeted. The decision for funding would be known by the end of June.

ACM Pagano added that her department has been working with the CPW on identifying wildlife habitat and migration corridors and she felt this would tie in nicely with Sustainable Tourism and Outdoor Recreation (STOR) objectives.

After discussion involving what type of future projects might be funded under this initiative and what species might be included in the modeling, the Board added its support for the project and application.

**UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT (UGRWCD); LETTER OF SUPPORT AND FUNDS REQUEST; TO SUPPORT THE U.S. GEOLOGICAL SURVEY'S (USGS) "HIGH-FREQUENCY WATER-QUALITY SAMPLING TO SUPPORT HARMFUL ALGAL BLOOM STUDIES IN BLUE MESA RESERVOIR PROJECT":** UGRWCD's General Manager Sonja Chavez and Water Resource Specialist Beverly Richards were present via Zoom, as were Deputy Director Suzanne Paschke and Hydrologist Tyler King of the USGS.

Gen Mgr Sonja Chavez briefly introduced USGS Deputy Director Suzanne Paschke and Hydrologist Tyler King to the Board. Chairperson Houck asked the Board if there were any specific questions they had, after having reviewed all the information in their agenda packet. As there were no specific questions from the Board, Chairperson Houck then asked for a brief presentation of the harmful algal bloom studies in Blue Mesa Reservoir.

USGS Hydrologist Tyler King, as lead scientist for the project, then presented the project background, explaining that the worst algal blooms had occurred in 2018. He then posed the science question, "Can we develop remote-sensing methods to improve detection and monitoring?" and shared illustrations of proposed satellite maps that could outline algal bloom. The maps illustrated years 2016 through 2021, revealing the bloom started in Iola Basin and continued to expand into further identified areas, with the bloom disappearing by October. For the proposed project, they wish to increase sampling frequency from a greater amount of depths at more locations., which could help with answers in how to constrain conditions before, during, and after algal blooms. They would also want to install automated sampling devices in the basin and its major tributaries, as well as a sampling buoy at Iola.

After the presentation, Commissioners Smith and Mason asked about public messaging and warning systems planned for public education. UGRWCD Gen Mgr Chavez offered to take on coordination with the USGS to make sure that this public education would happen. After some discussion involving the agencies that had been informed of the study and were supportive, the Board elected to donate \$2,000 out of their discretionary funds. USGS Deputy Director Paschke noted that this would be part of a special allocation to the USGS proposal process, and that they were looking for state and other local entities to add to the match, as well. She expressed appreciation for the willingness of the Board to...

**Moved** by Chairperson Houck, seconded by Commissioner Smith, to approve the Board of County Commissioners signatures on the provided letter of support, and to allocate \$2,000 from the Board's discretionary spending funds to be applied as a financial contribution to this effort. Motion carried unanimously.

County Manager Birnie then asked UGRWCD Sonja Chavez to send an invoice for the funds to him, and he would make sure this was distributed to them right away.

**APPROVAL FOR [correction from agenda] MEMORANDUM OF UNDERSTANDING AGREEMENT WITH WEST REGION WILDFIRE COUNCIL (WRWC); REGARDING COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM), SENATE BILL #21-054 FUNDING TO WEST REGION WILDFIRE COUNCIL:** Emergency Management Manager Scott Morrill was present in the room for discussion. He explained to the Board that these funds were earmarked by the State for the West Region Wildfire Council; the State had asked the Council if they would apply for some of this funding to increase their systems and staffing. EMM Morrill noted that the funds would go a long way to expand the Council's capacity.

WRWC Executive Director Jamie Gomez, present remotely via Zoom, added that there had been less support lately for all that needed to be done with foresters in order to prescribe and lay out projects, and noted that these funds could be utilized very specifically to offset the shortfall. He further added that the funds were state-appropriated, coming through the County, and would be an excellent match to federal funding.

EMM Morrill outlined that Gunnison County was acting as fiscal agent for the funds, and pointed out that there were two agreements – one with state and one with federal for their portion of funding.

As there were no concerns or questions from the Board, Commissioner Smith **moved** to approve the Memorandum of Agreement with West Region Wildfire Council, and to approve the full board's signatures. Commissioner Mason seconded. Motion carried unanimously.

Commissioner Houck **moved** to acknowledge the letter of acceptance from the State and authorize the Chair's signature on that agreement with the State. Commissioner Smith seconded, and the motion carried unanimously.

**BREAK:** Chairperson Houck called for a short break from 10:08 am to 10:13 am.

**INTRODUCTION, READING AND INSTRUCTIONS REGARDING PUBLICATION OF GUNNISON COUNTY ORDINANCE NO. 19, AN ORDINANCE REPEALING ORDINANCE NO. 11 REGARDING POLLUTION CAUSED BY WOOD SMOKE:** County Attorney Matt Hoyt was present in the room for the brief introduction and reading of the ordinance.

CA Hoyt introduced briefly that state law changed the penalties which could be assessed for violation of county ordinances. He noted that Ordinance No. 11 was passed back in 2000, but was not being

employed operationally because it was duplicative of what was already in the Land Use Regulation, both as to substance and its remedies. Therefore, they were repealing Ordinance No. 11 to clean up this duplication, since it was superseded by the Land Use Resolution.

Commissioner Smith **moved** to approve County Attorney Matt Hoyt reading into the record Ordinance No. 19 Repealing Ordinance No. 11 Regarding Pollution Caused by Wood Smoke. Commissioner Mason seconded. Motion carried unanimously.

CA Hoyt then read in full the proposed Ordinance No. 19. [Refer to the proposed Ordinance text at the end of these minutes, under "GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES."] He noted that this ordinance would be published 10 days before its adoption, and then published afterward as well, at the Board's decision – in full or by title. CA Hoyt recommended that the second time it could be published by title.

**UNSCHEDULED CITIZENS:** There was one Unscheduled Citizen present via Zoom for comment.

1. Celeste Helminski, Director at the Gunnison Country Chamber of Commerce – Director Helminski wished to go on record and say how much the Chamber has appreciated retiring Deputy County Manager Marlene Crosby's leadership in Public Works, and how important it has been to have access to Public Work's information in order to share with their visitors.

## **COMMISSIONER UPDATES:**

### **Commissioner Mason**

1. Lead King Loop meetings. Commissioner Mason noted that there was one more group meeting scheduled, and they were getting close to wrapping up the information gathering and would be working on what short-, med-, and long-term solutions will look like. He added that the Town of Marble's council was really working on parking solutions; however, signage needed to be addressed as far as enforceability. The Sheriff's Department was working with the town to bring their signs into compliance, and were hoping to get another deputy as soon as possible.
2. Attended a Wild & Scenic meeting coordinated with commissioners from Pitkin Co. Commissioner Mason explained that Pitkin's commissioners were hoping to put together a similar working group for their own Wild & Scenic designation process. He advised that a request for funding would also be coming to Gunnison County for help with the work group.
3. Housing Authority meeting. Commissioner Mason let the Board know that the Gunnison Valley Regional Housing Authority had decided to accept an offer from Chris Peterson, currently working at the Housing Authority, to step in as interim director while they continued with their director search process. Commissioner Mason advised that they would also be trying to hire an office technician to help take the burden off the two staff members there.
4. RTA Meeting. Commissioner Mason announced that the new library bus stop was now in service, with a shelter coming in 2023. He also reported that winter air service had been the best ever in Winter 2022, elaborating that discussed costs were now competitive with Montrose; the airport was up to two flights per day with larger 70 seat planes, and there were less diversions. Currently the group was working on approving a new approach for the planes, in order to better avoid diversions. Steady bookings were forecast for the summer season, with a "semi-boutique" air service being added. Commissioner Mason outlined that the 30-seat airplane would come out of Love Field in Dallas. Rates were very competitive, with a highlight of allowing mountain bikes as baggage. He added that this airline did not wish to fly to any other Colorado resort community, and their demographic would match very well those travelers targeted in TAPP's marketing.

### **Commissioner Smith**

1. Continuing work with the Southwest Colorado Opioid Regional Council. Commissioner Smith related that she had attended an inter-regional meeting a couple of weeks before, in order to see how other regions are progressing. She relayed that she felt their Southwest Colorado Region was ahead in terms of working things out and identifying all their resources to utilize.
2. Meeting with Eric McPhail, Gunnison County Director and SW Region Co-Director for Colorado State University Extension Service. Commissioner Smith explained that Eric had gone over virtual fencing and how it can be helpful in the migration corridors for wildlife. She noted that some local ranchers were interested in adding signal towers. CM Birnie stated that this topic will be coming before the Board as a budget request later in the year. They discussed the valuable uses in moving and keeping track of livestock, predation prevention, and better control of grazing areas.
3. Attended a meeting last week with the Chamber of Commerce and the City of Gunnison. Commissioner Smith briefly outlined that they had continued their discussion on mission and value at the meeting; comparing how each organizations' priorities aligned. She felt these discussions would be very useful for the local marketing district work sessions to come. Commissioner Smith felt that the City of Gunnison is close to where the County's stance is with economic development and she wanted to explore how the City and County could more effectively partner.

### **Commissioner Houck**

1. Attended the legislative session last week. Chairperson Houck expressed his desire to possibly schedule a work session to go over pertinent bills for Gunnison County.
2. Colorado Outdoor Industry Leadership Summit (COILS). Chairperson Houck reminded those present that the summit, sponsored by Colorado Parks & Wildlife, would be taking place in Crested Butte on

May 19<sup>th</sup> and 20<sup>th</sup>. He added that he and ACM Cathie Pagano would be presenting at the summit, and the Sustainable Tourism and Outdoor Recreation (STOR) Committee would be highlighted as well.

- 3. Retirement Celebration reminder. Chairperson Houck also reminded everyone that on May 18<sup>th</sup> the County would celebrate DCM Marlene Crosby’s 37 years of outstanding contributions to the County. Her celebration would be held from 4:00 to 6:00 pm at the Fred R Field Center.

**RECESS:** Chairperson Houck recessed the regular meeting at 10:55 am, in order to go into an executive session.

**EXECUTIVE SESSION, PURSUANT TO C.R.S. § 24-6-402 (4)(E)(I): DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS RELATED TO REAL PROPERTY LOCATED IN GUNNISON COUNTY, COLORADO:** Chairperson Houck **moved** to go into Executive Session, pursuant to C.R.S. § 24-6-402 (4) (e) (I), for determining positions relative to matters that may be subject to negotiations, and developing strategy for negotiations related to real property located in Gunnison County, Colorado. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, and County Attorney Matthew Hoyt – for the facilitation of legal advice. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Mason seconded the motion, and the motion carried unanimously.

The Board went into executive session at 10:56 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) (e) (I) .*

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)(e)(I) 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)(e)(I).

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

\_\_\_\_\_  
Jonathan Houck, Chairperson  
Gunnison County Board of Commissioners

At 11:04 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. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck then let everyone know, in the room and remotely via Zoom, that there would be no direction given at that time.

**ADJOURN:** Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 11:05 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: 2022-22**

**A RESOLUTION DELEGATING TO THE COUNTY MANAGER AUTHORITY TO  
NEGOTIATE AND EXECUTE CONTRACTS RELATED TO REAL PROPERTY  
ON BEHALF OF THE COUNTY**

WHEREAS, the Board of County Commissioners is authorized pursuant to C.R.S. § 30- 11-101(1)(b) to purchase and hold real property for the use of the County; and

WHEREAS, the Board of County Commissioners is authorized pursuant to C.R.S. § 30- 11-101(1)(d) to make all contracts and do all other acts in relation to property; and

WHEREAS, C.R.S. § 25-3-304(1) requires that if a public hospital board of trustees acquires and holds real property by conveyance on transfer of title, then title to all lands must be in the name of the County; and

WHEREAS, on April 18, 2022 the Board of County Commissioners passed an oral motion delegating authority to the County Manager to negotiate and execute contracts for the purchase of real property, subject to Board review at the next reasonably available opportunity; and

WHEREAS, on May 3, 2022 the Board of County Commissioners passed on oral motion to delegate authority to the County Manager to negotiate and execute contracts for the purchase of real property to be used by Gunnison Valley Health, subject to Board review at the next reasonably available opportunity;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the County Manager is authorized and delegated the power to negotiate and execute contracts for the purchase of real property on behalf of the County for County purposes, including the purpose of use by Gunnison Valley Health, subject to Board review within thirty (30) days of either 1) the execution of a property purchase or sale agreement pursuant to this Resolution; or 2) the scheduled closing date of any real property transaction negotiated pursuant to this Resolution, whichever first occurs.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted on this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

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

[PROPOSED ORDINANCE, READ ALOUD]  
**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO**

**ORDINANCE NO. 19**

AN ORDINANCE REPEALING ORDINANCE NO. 11  
REGARDING POLLUTION CAUSED BY WOOD SMOKE.

WHEREAS, on December 11, 2000, the Gunnison County Board of County Commissioners (Board) adopted Ordinance No. 11, concerning the regulation of pollution caused by wood smoke in unincorporated Gunnison County;

WHEREAS, as acknowledged by Ordinance No. 11, the Gunnison County Land Use Resolution (LUR) fully regulates and addresses pollution caused by wood smoke in the County, including the provision of remedies available to the County and penalties that may be assessed against violators of such provisions of the LUR;

WHEREAS, the Colorado Legislature, through passage of Senate Bill 21-271, amended the penalties associated with violation of county ordinances, such that Ordinance No. 11 no longer provides for a criminal penalty that is permitted by law; and

WHEREAS, due to the foregoing, the Board has determined that Ordinance No. 11 is no longer necessary or appropriate to remain in effect;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO:

**Section 1. Repeal.**

Ordinance No. 11, An Ordinance Establishing Regulations for Controlling Pollution Caused by Wood Smoke within Unincorporated Gunnison County, Colorado, is hereby repealed and is no longer in effect as of the effective date of this Ordinance.

**Section 2. 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  
GUNNISON COUNTY

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

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

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**Agenda Item:** Minutes: July 26, 2022 Special Meeting

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, the special meeting minutes for 7/26/22.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/29/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/29/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/2/2022

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MEETING MINUTES  
July 26, 2022**

The July 26, 2022 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 [REMOTE]

Matthew Birnie, County Manager  
Melanie Bollig, Deputy County Clerk  
Others Present as Listed in Text

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

**CALL TO ORDER:** Chairperson Houck called the Gunnison County Board of County Commissioners Special Meeting to order at 8:30 am.

**RESOLUTION; DECLARING THE CONTINUATION OF AN EMERGENCY IN GUNNISON COUNTY, COLORADO, DUE TO THE SYLVESTER GULCH FIRE (ALSO KNOWN AS THE COAL SEAM FIRE):**

Chairperson Houck explained that the special meeting was a follow-up to an emergency declaration for fire issues in Northern Gunnison County, which required the Board to continue that emergency if needed.

Chairperson Houck asked Emergency Management Manager Scott Morrill for the latest status on the Sylvester Gulch Fire. EM Manager Morrill reported that there were no changes in status since the emergency declaration.

Commissioner Mason **moved** to approve Resolution No. 2022-27, Declaring the Continuation of an Emergency in Gunnison County, Colorado, due to the Sylvester Gulch Fire (also known as the Coal Seam Fire). Commissioner Smith seconded. Motion carried unanimously.

**ADJOURN:** Chairperson Houck adjourned the Gunnison County Board of Commissioners Special Meeting at 8:32 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: 2022-20**

A RESOLUTION DECLARING THE CONTINUATION OF AN EMERGENCY  
IN GUNNISON COUNTY, COLORADO, DUE TO THE SYLVESTER GULCH FIRE  
(ALSO KNOWN AS THE COAL SEAM FIRE)

WHEREAS, on July 21, 2022, the County Manager, pursuant to Gunnison County Resolution 2020-11 and applicable law, declared an emergency due to the continued hazards surrounding the Sylvester Gulch Fire (previously called the Somerset Coal Seam Fire);

WHEREAS, the Sylvester Gulch Fire continues to burn in steep, rugged terrain, with a multitude of hazards for firefighters on the ground which limits the ability of crews to directly suppress the fire from the ground, resulting in a complex, long-duration wildfire event;

WHEREAS, the Sylvester Gulch Fire continues to potentially impact operations at the West Elk Mine, Hwy 133, and the residents of Somerset;

WHEREAS, the Ragged Mountain Fire Protection District declared the Sylvester Gulch Fire a disaster and delegated the authority of the fire to the Gunnison County Sheriff;

WHEREAS, the magnitude and complexity of the incident and the response needed continues to exceed both the technical and monetary capabilities of the County;

WHEREAS, due at least in part to the foregoing, the Board of County Commissioners has confirmed to a reasonable degree the continued existence of such emergency;

WHEREAS, due at least in part to the foregoing, the public health, safety and welfare of Gunnison County citizens and the public at large in Gunnison County remains in danger;

WHEREAS, due at least in part to the foregoing, persons and/or property are or will be damaged unless continued efforts are undertaken to reduce the threat to life and/or property; and

WHEREAS, there remains an emergency present which necessitates continuation of the use of emergency powers granted by C.R.S. § 24-33.5-709, Local Disaster Emergencies, and Board of County Commissioners, Gunnison County, Colorado, Resolution No. 2020-11.

NOW, THEREFORE, IT IS DIRECTED:

That it is hereby declared that there continues to be a disaster emergency due to the following conditions:

- a. The complex, hazardous, and long-duration nature of the Sylvester Gulch Fire;
- b. The potential impacts to the West Elk Mine operations, Hwy 133, and the residents of Somerset from the Sylvester Gulch Fire; and
- c. The magnitude and complexity of the response to the Sylvester Gulch Fire has exceeded the technical and monetary capabilities of Gunnison County.

Dated this 26<sup>th</sup> day of July, 2022.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

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

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**Agenda Item:** Minutes: July 19, 2022 Regular Meeting

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft 7/19/2022 BOCC meeting minutes are attached for consideration.

**Fiscal Impact:** N/A

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/2/2022

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
July 19, 2022**

The July 19, 2022 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 8:31 am.

**AGENDA REVIEW:** No changes were made to the agenda.

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated. Commissioner Smith will be out of the office on 8/16/2022. Commissioner Mason will be on vacation from 8/10/2022 to 8/17/2022, so he will also be gone for the 8/16/2022, but he noted that he will attend online.

**MINUTES:**

1. May 3, 2022 Regular Meeting. Ministerial changes to the draft minutes were discussed. **Moved** by Commissioner Smith, seconded by Chairperson Houck to approve the May 3, 2022 minutes as discussed. Motion carried unanimously.

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

1. Colorado Department of Aeronautics Grant Application and Resolution; Gunnison-Crested Butte Regional Airport; for state funding to supply a 5% match for two (2) FAA grants – AIP 61 Entitlements and the BIL/AIG grant; \$112,414
2. Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) Grant Agreement; for the Terminal Rehabilitation Construction Project, Phase 5; effective the date of last signatory, for 4 years; \$1,023,462
3. Community Foundation of the Gunnison Valley, 2022 Community Grant Contract; Gunnison County Substance Abuse Prevention Project; for Choice Pass Parent Education; July 1, 2022 - May 31, 2022; \$1,800
4. Region 10 Area Agency on Aging; Gunnison County Health and Human Services; for Senior Resources; July 1, 2022 – June 30, 2023; \$50,000 for ADRC Options Counseling/Information and Assistance, plus \$8,000 for Medicare Counseling Services
5. Acknowledgment of County Manager's Signature; Agreement for Professional Services; Timber Line Electric and Control Corp; for a SCADA system security upgrade; Eff. Date 7/11/2022; \$18,242
6. Ratification of County Manager and Finance Signatures; US Fish and Wildlife Service Grant Application for Federal Assistance; for Gunnison Basin Cheatgrass Implementation Project 2022; \$294,189

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

1. Library Grand Opening. CM Birnie informed the Board that the grand opening is scheduled to take place on September 10<sup>th</sup> at 3:00 pm.
2. Airport Project Update. CM Birnie informed the Board that the finishing touches are being accomplished. A grand opening celebration has not yet been scheduled.
3. Staff Update. CM Birnie informed the Board that the new Assistant to the County Manager for Public Works, Martin Schmidt, started work last week. Chief Financial Officer Perry Solheim started working for Gunnison on a part-time basis last week, and he is expected to become full-time by mid-August.
4. Site Visits/Tours. Commissioner Smith asked that staff work to schedule site visits for the Board to tour Wonderland Nature School, the Paul M. Rady School of Computer Science & Engineering, and the Gunnison Country Food Pantry once it has moved to its new location and is fully operational. As well, Commissioner Houck requested that staff schedule a trip for the Board to visit to the Marble/Somerset areas, and he agreed to work with Deputy County Manager Marlene Crosby on an agenda prior to her pending retirement.

**DEPUTY COUNTY MANAGER'S REPORTS AND PROJECT UPDATES:** Deputy County Manager Marlene Crosby and Assistant to the County Manager for Public Works Martin Schmidt were present for discussion

1. Whitewater Park Update. DCM Crosby informed the Board that contracted work is currently being accomplished at the Park. Originally, it was to be completed by the end of April, but work began two months late, so the completion delay was expected. She expressed concern about the scope, because the vendor appears to be reacting to stakeholder input instead of the County. Repair and/or replacement of the second feature was included in the initial contract discussions, and there have been recent thoughts about moving that second feature as much as 700 feet to enhance the

experience with the possible addition of a wave shaper. However, there are concerns about impacts and liability that may present if the feature is moved closer to the Airport parking area. The addition of a wave shaper would also require substantial ongoing maintenance, and it may create ice and safety issues. ACM Schmidt noted that the contract includes the development of alternatives, thus he believes the contract has not been violated. The Board agreed that safety will be the most important consideration, but that airport-related issues and user group input would also be very important to take into account. A work session may be scheduled to further discuss this project.

**TREASURER'S REPORTS:** County Treasurer Debbie Dunbar presented the June 2022 Treasurer's report, an investment report dated June 30, 2022, and a Quarterly Interest Report for the period April-June 2022 for discussion and acceptance. **Moved** by Commissioner Smith, seconded by Commissioner Mason to accept the Treasurer's Report and authorize the Chairperson's signature. Motion carried unanimously.

**VOUCHERS AND TRANSFERS:** Senior Accountant Kelly Weak presented the voucher approval report dated July 19, 2022 and the cash transfer authorization dated June 2022 for discussion and approval.

1. July 2022 Accounts Payable Report. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the vouchers in the amount of \$5,741,305.03. Motion carried unanimously.
2. June 2022 Cash Transfer Report. **Moved** by Commissioner Mason, seconded by Commissioner Smith to accept the Cash Transfers in the amount of \$10,377,193.66. Motion carried unanimously.
3. April 2022 Purchase Card Report.
4. Sales Tax - LMD Reports.

**BOUNDARY LINE ADJUSTMENT; SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PM; ELK HORN RANCH, LLC AND SUSAN AND JERRY ANDERSON; LUC-22-00011:** Administrative Services Manager Beth Baker and Mark Chain, the applicant's representative, were present for discussion.

ASM Baker presented the project information that, if approved, would result in the Anderson's obtaining approximately a half-acre of land and river access. Mr. Chain did not have any additional input. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Boundary Line Adjustment, Section 7, Township 11 South, Range 88 West of the 6<sup>th</sup> PM, Elk Horn Ranch, LLC and Susan and Jerry Anderson, LUC-22-00011, and authorize the Chairperson's signature. Motion carried unanimously.

**AMENDMENT TO CONSULTING AND LITIGATION SUPPORT AGREEMENT; COCHRAN FISH AND WILDLIFE CONSULTING LLC:** Commissioner Houck stated that Jim Cochran has done this work for the County for many years. County Attorney Matt Hoyt explained that this contract scope amendment will allow Mr. Cochran to perform necessary litigation work. CM Birnie informed the Board that the County has not budgeted funds for this purpose, but that the Sage-grouse Mitigation Fund has a healthy balance of approximately \$176,000, which could be used to cover this expense. Commissioner Houck felt that final costs may be less than expected, but CM Birnie suggested that the Board approve up to \$25,000 just in case it becomes necessary. CA Hoyt informed the Board that the County would not be splitting the cost with the Stockgrowers' Association, because it is not a party to the litigation. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Amendment to Consulting Agreement with Cochran Fish and Wildlife, specifically for the work on the BLM RMP Amendment for Gunnison Sage-grouse, and we authorize the expenditure up to \$25,000 from the Gunnison Sage-grouse Mitigation Fund.

**OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT; ESTABLISHING THE MANNER IN WHICH FUNDS FROM SETTLEMENTS BETWEEN THE STATE OF COLORADO AND OPIOID MANUFACTURERS SHALL BE DIVIDED AND DISTRIBUTED LOCALLY:** Commissioner Smith explained that approval would memorialize the agreements that we have with the municipalities. She will visit with Town of Mt. CB as well. She noted that only a few municipalities across Colorado are opting to do this - - most are allowing funding to be dispersed on a regional basis. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Intergovernmental Agreements with the City of Gunnison and the Town of Crested Butte, and authorize the Chairperson's signatures. Motion carried unanimously.

1. Between Gunnison County and the Town of Crested Butte
2. Between Gunnison County and the City of Gunnison

**BREAK:** The meeting recessed from 9:18 until 9:23 am.

**MEMORANDUM OF UNDERSTANDING; US DEPARTMENT OF THE INTERIOR, COLORADO BUREAU OF LAND MANAGEMENT, AND GUNNISON COUNTY; FOR DEVELOPMENT OF THE GUNNISON SAGE-GROUSE RESOURCE MANAGEMENT PLAN AMENDMENT AND ENVIRONMENTAL IMPACT STATEMENT:** Chairperson Houck stated that CA Hoyt had made specific changes to the documentation regarding local expertise. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the Memorandum of Understanding with the US Department of the Interior, Colorado Bureau of Land Management, and Gunnison County for Development of the Gunnison Sage-grouse Resource Management Plan Amendment and Environmental Impact Statement and authorize the Chairperson's signature. Motion carried unanimously.

**VETERANS ADMINISTRATION CLINICS IN COLORADO; LETTER ADDING GUNNISON COUNTY SUPPORT:** Chairperson Houck noted that adding Gunnison County to this letter would ensure that we are doing everything we can to leverage services for our veterans. Commissioner Mason asked for an update from Veteran Services Officer Steve Otero, and CM Birnie confirmed that he and Assistant County Manager for Health & Human Safety Services Joni Reynolds had recently discussed placing such an update on a future agenda. **Moved** by Chairperson Houck, seconded by Commissioner Mason to approve adding Gunnison County as a supporter of this group letter from Colorado Counties, Inc. advocating for minimizing the closures of VA facilities and also supporting maximum opportunities to benefit veterans across the State of Colorado. Motion carried unanimously.

**UNSCHEDULED CITIZENS:**

1. Mark Schumacher; Three Rivers Resort Owner. Mr. Schumacher expressed his concerns related to HB 1287, as he feels that it addresses tenant issues without addressing any landlord issues. He noted that there are 13 mobile home parks in the valley, and he's concerned that those 13 owners aren't represented. He also felt that his access to the Board was denied prior to passage of HB 1287, though Commissioner Smith indicated that she had given updates on this Bill during her meeting reports. He was also dismayed about the State's partisan vote following hearings held past midnight. He also doesn't feel that mobile home parks have been fairly addressed by the County going back to the 1990s when he served on the Planning Commission.

Among Mr. Schumacher's concerns with HB 1287 is that he will only be able to raise rent once per year, while he's currently charging well below market value and he will need to increase rent to market value in order to maintain the aging infrastructure. Commissioner Mason stated that there may be provisions in the Bill to help owners fund infrastructure issues, and there is an opportunity for the County to work with him to see if there is way to improve his infrastructure.

Mr. Schumacher made references to local laws limiting his ability to conduct business, but Chairperson Houck stated the laws he referenced were State laws, and that it is important to differentiate between State law and County law. Mr. Schumacher stated that he misspoke during that portion of his presentation. Chairperson Houck stated that the County takes no issue with responsible owners making money on rental properties. Commissioner Smith stated that she testified on HB 1287, relating to issues experienced with a different mobile home park, not his.

**COMMISSIONER ITEMS:**

- Commissioner Mason:
  1. Gunnison Valley Regional Housing Authority. Commissioner Mason informed the Board that the GVRHA will soon provide an update on the executive director search. The GVRHA is also assembling a plan to discuss increased funding with the County and local municipalities. The GVRHA may also move their operations to a new location.
  2. Airline Update. Commissioner Mason stated that the summer is in full swing and that fares are still reasonable. United is providing three flights per day, and August is looking at a 52% load factor. Overall, the airlines are doing well.
  3. GMUG Forest Service Camping Management Plan Update. Commissioner Mason stated that the Forest Service recently put out an update. This year, camping management will be enforced in the areas of Kebler Pass (includes Lake Irwin, Slate River, and the Oh Be Joyful Poverty Gulch area), Washington Gulch, Scofield Pass, Rustler's Gulch, Cement Creek, and the Gothic Corridor.
  4. Aerial Flight Tomorrow. Commissioner Mason informed the Board that he and Commissioner Smith were scheduled for a 30-minute flight over the Marble and Upper Crystal Valley area to get a view of the area. They also plan to fly over Blue Mesa.
- Commissioner Smith:
  1. Cheatgrass Coordinator Update. Commissioner Smith stated that the hiring committee is moving forward with evaluating candidates, with the hope to hire a coordinator within the next couple of weeks. She also stated that the Department of Agriculture and the CSU Extension are interested in future regional coordination for this position.
  2. Southwest Colorado Opioid Regional Council Update. Commissioner Smith stated that the two-year plan has been submitted to the Colorado Attorney General's Office. Juvenile Services Director Kari Commerford coordinated a meeting with representatives from other counties on Thursday to further this effort.
  3. Community Foundation Showcase for Non-Profits. Commissioner Smith stated that she went to this event last week.
  4. Cottonwood Pass Update. Commissioner Smith informed the Board that she recently traveled over the Pass, which was busy.
  5. Colorado Attorney General Phil Weiser Visit. Commissioner Smith informed the Board that she and AG Weiser met with Juvenile Services staff yesterday, and that Juvenile Services Director was recognized for her leadership and expertise. Commissioner Smith and AG Weiser also visited Country Meadows to meet with residents.

- Chairperson Houck:
  1. Denver Post Editorial Board Endorsement. –Commissioner Houck informed the Board that he completed an interview with the Editorial Board a couple of weeks ago. Last week, the Editorial Board put out an editorial fully supporting Gunnison Outdoor Resources Protection (GORP) Act. The Editorial Board also stated that Gunnison County’s approach should be modeled across the State of Colorado.
  2. Western Colorado University Board of Trustees (BOT). Commissioner Houck stated that he attended a BOT meeting last week. There was an emphasis on housing issues during the meeting. Only two BOT members reside in Gunnison County, so Commissioner Houck felt that it was an important discussion.
  3. Colorado Counties, Inc. Legislative Proposal Meeting. Commissioner Houck informed the Board that he attended this meeting last Friday to hear all the different proposals from other Counties. This fall, the group will evaluate the proposals to determine which would be legislative priorities. A proposal related to enforcement of campground taxation was put forth from Gunnison County.
  4. Chaffee County BOCC Work Session. Commissioner Houck stated that he met with the Chaffee County BOCC yesterday during a work session to provide an update on the Gunnison Outdoor Resources Protection Act and Gunnison Public Lands Initiative.
  5. Forest Plan Revision Status. Commissioner Houck informed the Board that he met with the County group that is working with GMUG. The FS Plan Revision progress stalled when attention had to be shifted to the COVID-19 pandemic response, and the group has now returned to the work of completing the FS Plan Revision.
  6. Species Habitat and Wildlife Issues. Commissioner Houck informed the Board that he’s doing some legwork with Colorado Parks & Wildlife / Bureau of Land Management regarding species habitat and wildlife.

**ADJOURN:** Chairperson Houck adjourned the meeting at 10:22 am.

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

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

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

Minutes Prepared By:

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

Attest:

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

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

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

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Colorado Department Of Public Health and Environment PSD / FPP

**Term Begins:** 7/29/2022

**Term Ends:**

**Grant Contract #:** 2021\*0273 (Original Grant #)

**Summary:**

Purpose of new amendment.  
The Parties entered into the agreement to reduce unintended pregnancy by insuring access to

**Fiscal Impact:** 0 - no cost change

**Submitted by:** Blair Burgess

**Submitter's Email Address:** bburgess@gunnisoncouny.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: 7/26/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 8/2/2022

**CONTRACT AMENDMENT #1****SIGNATURE AND COVER PAGE(S)**

State Agency: <b>Colorado Department Of Public Health and Environment PSD / FPP 4300 Cherry Creek Drive South Denver, Colorado 80246</b>				Original Contract Number: <b>2021*0273</b>		
Contractor: <b>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333</b>				Amendment Contract Number: <b>2021*0273 Amendment #1</b>		
Contract Performance Beginning Date: <b>July 1, 2020</b>				Current Contract Expiration Date: <b>June 30, 2023</b>		
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2021*0273	\$0.00	\$44,530.00	\$0.00	7/01/2020 – 6/30/2021	\$44,530.00
Original Contract	2021*0273	\$56,415.00	\$0.00	\$0.00	7/01/2020 – 3/31/2021	\$56,415.00
Option Letter #1	2021*0273 Option Letter #1	\$0.00	- \$6,436.00	\$0.00	7/11/2020 – 6/30/2021	- \$6,436.00
Option Letter #1	2021*0273 Option Letter #1	\$2,726.00	\$0.00	\$0.00	7/11/2020 – 3/31/2021	\$2,726.00
Option Letter #2	2021*0273 Option Letter #2	\$10,250.00	\$0.00	\$0.00	1/30/2021 – 3/31/2021	\$10,250.00
Option Letter #3	2021*0273 Option Letter #3	\$71,702.00	\$0.00	\$0.00	7/01/2021 – 3/31/2022	\$71,702.00
Option Letter #3	2021*0273 Option Letter #3	\$0.00	\$52,412.00	\$0.00	7/01/2021 – 6/30/2022	\$52,412.00
Option Letter #4	2021*0273 Option Letter #4	\$25,000.00	\$0.00	\$0.00	11/17/2021 – 3/31/2022	\$25,000.00
Option Letter #5	2021*0273 Option Letter #5	\$73,466.00	\$0.00	\$0.00	7/01/2022 – 3/31/2023	\$73,466.00
Option Letter #5	2021*0273 Option Letter #5	\$0.00	\$64,496.00	\$0.00	7/01/2022 – 6/30/2023	\$64,496.00

Contract Amendment #1	2021*0273 Amendment #1	\$0.00	\$0.00	\$0.00	7/29/2022 – 6/30/2023	\$0.00
<b>Current Contract Maximum Cumulative Amount</b>						\$394,561.00

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <hr/> <p style="text-align: center;">By: Signature</p> <p>Matthew Birnie</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>Joni Reynolds</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>Jared S. Polis, Governor</b></p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</p>
---	--

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

\_\_\_\_\_

By: Signature

\_\_\_\_\_

Name of State Controller Delegate

\_\_\_\_\_

Title of State Controller Delegate

Amendment Effective Date: \_\_\_\_\_

-- Signature and Cover Pages End --

**1. PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 29, 2022**, whichever is later, and shall terminate on the termination of the Contract.

**4. PURPOSE**

The Parties entered into the agreement to reduce unintended pregnancy by insuring access to quality reproductive health services to all Coloradans.

The Parties now desire to make a no cost change for the following reason: to add the Federal Provision Exhibit for fiscal year 2023 to support deliverables and services as specified in the contract’s Statement of Work

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Parties now agree to add Exhibit E., Federal Provisions – The Colorado Family Planning Program Proposal to Maintain and Expand Access to Patient-Centered Title X Family Planning Services, for the following reason: to reflect changes to the federal award identification information.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and

control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Federal Provisions – Colorado Family Planning Program Proposal to Maintain and Expand Access to Patient-Centered Title X Family Planning Services

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

- a. Subrecipient: **Board of County Commissioners of Gunnison County.**
- b. Subrecipient Unique Entity Identification Number:
  - SAM Unique Entity ID (UEI): **NSN9FAGKEDJ9**
- c. The Federal Award Identification Number (FAIN) is **FPHPA006517.**
- d. The Federal award date is **3/23/2022.**
- e. The subaward period of performance start date is **4/01/2022** and end date is **3/31/2027.**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
<b>7/29/2022 - 3/31/2023</b>	<b>\$5,175,622.00</b>	<b>\$5,175,622.00</b>

- g. Federal award title of project or program: **Colorado Family Planning Proposal to Maintain and Expand Access to Patient-Centered Title X Family Planning Services.**
- h. The name of the Federal awarding agency is: **Department Of Health And Human Services** and the contact information for the awarding official is **Ms. Tisha Reed, Public Health Analyst/Title X Project Officer, [tisha.reed@hhs.gov](mailto:tisha.reed@hhs.gov), Phone: 240-453-6162**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Callie Wise, Family Planning Program Manager, [callie.wise@state.co.us](mailto:callie.wise@state.co.us).
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.217** and the grant name is **Family Planning Services.**
- j. This award **is not** for research & development.
- k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

**Exhibit E**

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

**Exhibit E**

- c. when required by Federal program legislation, the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

**Exhibit E**

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

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

**Agenda Item:** Acknowledgement of County Manager's signature; Col

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Colorado Department of Human Services

**Term Begins:** October 1, 2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS Department would like to apply for the CDHS Diaper Distribution program again this year. 9 month grant for \$11,750.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

**Finance Review:**

Required

Not Required

Comments:

Renewal of grant. Budget Amendment will be done.

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/27/2022

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/27/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 8/2/2022

RFP 2022000438 Gunnison County

Diaper Distribution Program Grant

Vendor Name	Gunnison County
Vendor Address	220 N. Spruce Street, Gunnison CO 81230
Vendor Contact Name	Margaret Wacker
Vendor Contact Email	mwacker@gunnisoncounty.org
Vendor Contact Phone	970-641-7913
Does the Vendor have and perceived, potential, or apparent conflicts of interest? If so, please disclose them.	No
Is the Vendor a Service Disabled Veteran Owned Small Business pursuant to C.R.S. §24-103-905?	No
Is the Vendor currently on any debarred list?	No
Name of the person authorized to submit this proposal	Matthew Birnie, Gunnison County Manager
Signature from an authorized individual	

Proposal Content

- i. **Mandatory - Respondents must demonstrate they meet the definition of a Diaper Distribution Center as outlined in SB-21-027. The Respondent may choose to serve as a distribution center and/or may choose to subcontract with another agency for distribution**

Gunnison County Health and Human Services is a public health agency.

As outlined in SB-21-027, "DIAPER DISTRIBUTION CENTER" MEANS A COMMUNITY-BASED DIAPER BANK OR DISTRIBUTION CENTER OPERATING IN COLORADO, A PUBLIC HEALTH AGENCY CREATED PURSUANT TO SECTION 25-1-506, OR A COLORADO NONPROFIT ORGANIZATION WITH A MINIMUM OF THREE YEARS EXPERIENCE DISTRIBUTING BABY OR TODDLER PRODUCTS" (*Emergency Supplies For Colorado Babies And Families*, 2021). Also, as outlined in the Colorado Diaper Program RFP IHGA 2022000438, "A community-based diaper bank or distribution center operating in Colorado, a public health agency created pursuant to section 25-1-506, or a Colorado nonprofit organization with a minimum of three years' experience distributing baby or toddler products." Both definitions permit Gunnison Health and Human Services to qualify as a Diaper Distribution Center. Services of a Diaper Distribution Center include:

**2. Cost.** Please answer or address the following questions or issues:

i. Please complete and return a budget, please see attached.

ii. Administrative costs should not exceed 15% of the total budget in a contract period. This may include storage of diapering essentials, distribution supplies, salaries, and any other administrative cost that is not a diapering essential. Budgets returned with administrative costs higher than 15% may not be considered for award.

### **F. Demographic Form**

1. Please fill out the following form regarding your organization's demographic information: <https://app.smartsheet.com/b/form/219f6db8803b4994afb9bf70e84fa421>

2. The Department strives to be inclusive of all communities throughout the State. To support diverse representation in procurement and in alignment with Executive Order D 2020 175 from Governor Polis, the Department is asking organizations to complete this form.

Completing this form is voluntary and does not affect an organization's application or contract. The information captured will be submitted directly to the Department's Equity, Diversity, and Inclusion Office. If there are questions regarding how this data is used or completion of this form, please email [CDHS\\_EDI@state.co.us](mailto:CDHS_EDI@state.co.us).

## Exhibit A – Statement of Work

### 1. Background

In Senate Bill 21-027, the Colorado General Assembly found an increased need for diapering essentials due to the COVID-19 pandemic's impacts on families. Prior to the pandemic, one in three families reported needing more diapering essentials and the need is now drastically higher, with an estimated 67,536 of 202,608 children under the age of three in Colorado experiencing the negative effects of diapering-essential needs. Colorado diaper banks report seeing four times the need for diapering essentials due to the COVID-19 pandemic's impacts on families and thirty-five (35) percent of Coloradoans have reported difficulties in paying for basic necessities after the pandemic began.

The National Diaper Bank Network has estimated that it costs at least \$80 a month to diaper a child and diapering essentials cannot be purchased through some public assistance programs. Diaper banks' distribution of diapers to low-income families is associated with increases in the personal income of recipients, the elimination of medical expenses, and increases in state tax revenue. An adequate supply of diapers may prove to be a tangible way of reducing parental stress, a critical factor that influences child health and development.

The Colorado Department of Human Services, acting by and through the Office of Economic Security's Employment and Benefits Division ("CDHS"), is entering into this Contract with [Contractor] ("Contractor") to provide diapering essentials to eligible individuals in accordance with the following Statement of Work.

### 2. Definitions

- A. **Diapering Essentials** – Diapering essentials include diapers, wipes, and diaper creams.
- B. **Eligible Individual** – An eligible individual is a parent, guardian, or family member of a child who wears diapers and resides in Colorado.

### 3. Diaper Distribution Center Services

- A. The Contractor may choose to serve as a distribution center and/or may subcontract with another agency for distribution.
- B. Distribution of diapering essentials must begin within 30 days of executing this contract.
- C. Diapering essentials must be offered to families on a monthly (or more frequent) basis. The same families do not need to be served each month and the contractor may choose to distribute more than one month of supplies in a single visit.

### 4. Reporting and Invoicing

- A. The Contractor shall provide the State a monthly report on services provided and eligible individuals served by the last business day of the subsequent month. Final invoices must be submitted by 7/8/2023 for the month of June 2023.
- B. The Contractor's monthly report shall include, but need not be limited to, the following elements:
  - i. Colorado county(ies) served in the prior month.
  - ii. The number of eligible individuals served, unduplicated by agency or subcontractor. The Contractor may also choose to report the number of children served, however the number of eligible individuals must be unduplicated even if receiving for the same child.
  - iii. If available, the quantity and type of diapering essentials provided per eligible individual.
  - iv. The cost per eligible individual served.

**Diaper Program Budget/Cost Proposal**

APPLICANT / ORGANIZATION: Gunnison County  
 ANTICIPATED # OF PARTICIPANTS SERVED 150  
 AVERAGE COST PER PARTICIPANT \$78  
 TOTAL FUNDS REQUESTED: **\$11,750**

<u>Budget ~ Program Costs</u>	<b>Funds Requested</b>
<u>Program administration costs should not exceed 15% of the total proposed budget.</u>	
<b>DIRECT COSTS</b>	
Diapers	\$ 9,600
Wipes	\$ 500.00
Creams	\$ 360.00
<b>Total Direct Costs</b>	<b>\$ 10,460</b>
<b>PERSONNEL EXPENSES:</b>	
Staff time is \$25/hour x 19 hours	\$ 480.00
<b>Total Personnel Expenses</b>	<b>480</b>
<b>CONTRACTUAL SERVICES:</b>	
<b>Total Contractual Services</b>	<b>0</b>
<b>OPERATING EXPENSES:</b>	
Space rental @ \$90/month x 9 months = 1,080	\$ 810.00
<b>Total Operating Expenses</b>	<b>810</b>
<b>OTHER EXPENSES:</b>	
<b>Total Other Expenses</b>	<b>0</b>
<b>TOTAL PROGRAM COSTS</b>	<b>\$11,750</b>

Identify other sources of funds for this project, including in-kind funding sources:

## Exhibit A – Statement of Work

### 1. Background

In Senate Bill 21-027, the Colorado General Assembly found an increased need for diapering essentials due to the COVID-19 pandemic's impacts on families. Prior to the pandemic, one in three families reported needing more diapering essentials and the need is now drastically higher, with an estimated 67,536 of 202,608 children under the age of three in Colorado experiencing the negative effects of diapering-essential needs. Colorado diaper banks report seeing four times the need for diapering essentials due to the COVID-19 pandemic's impacts on families and thirty-five (35) percent of Coloradoans have reported difficulties in paying for basic necessities after the pandemic began.

The National Diaper Bank Network has estimated that it costs at least \$80 a month to diaper a child and diapering essentials cannot be purchased through some public assistance programs. Diaper banks' distribution of diapers to low-income families is associated with increases in the personal income of recipients, the elimination of medical expenses, and increases in state tax revenue. An adequate supply of diapers may prove to be a tangible way of reducing parental stress, a critical factor that influences child health and development.

The Colorado Department of Human Services, acting by and through the Office of Economic Security's Employment and Benefits Division ("CDHS"), is entering into this Contract with [Contractor] ("Contractor") to provide diapering essentials to eligible individuals in accordance with the following Statement of Work.

### 2. Definitions

- A. **Diapering Essentials** – Diapering essentials include diapers, wipes, and diaper creams.
- B. **Eligible Individual** – An eligible individual is a parent, guardian, or family member of a child who wears diapers and resides in Colorado.

### 3. Diaper Distribution Center Services

- A. The Contractor may choose to serve as a distribution center and/or may subcontract with another agency for distribution.
- B. Distribution of diapering essentials must begin within 30 days of executing this contract.
- C. Diapering essentials must be offered to families on a monthly (or more frequent) basis. The same families do not need to be served each month and the contractor may choose to distribute more than one month of supplies in a single visit.

### 4. Reporting and Invoicing

- A. The Contractor shall provide the State a monthly report on services provided and eligible individuals served by the last business day of the subsequent month. Final invoices must be submitted by 7/8/2023 for the month of June 2023.
- B. The Contractor's monthly report shall include, but need not be limited to, the following elements:
  - i. Colorado county(ies) served in the prior month.
  - ii. The number of eligible individuals served, unduplicated by agency or subcontractor. The Contractor may also choose to report the number of children served, however the number of eligible individuals must be unduplicated even if receiving for the same child.
  - iii. If available, the quantity and type of diapering essentials provided per eligible individual.
  - iv. The cost per eligible individual served.

## Exhibit A – Statement of Work

- v. Any other information CDHS is interested in for reporting.
- C. The Contractor shall provide a subcontractor report as part of the monthly report that provides the same data found at 4.B. for any subcontractors used in performance of this contract.
- D. The Contractor shall invoice monthly for diapering essentials provided to eligible individuals in the prior month.
  - i. The Contractor's invoice shall be itemized to include the allowable categories of diapering essentials as well as any allowable administrative costs.
  - ii. Administrative costs shall not exceed 15% of the total award in a contract period and may include storage of diapering essentials, distribution supplies, salaries, and any other administrative cost that is not a diapering essential.
  - iii. All funds must be expended within the contract period which ends on 6/30/2023. Final Invoices must be submitted to CDHS by 7/8/2023.

## STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES CONTRACT

### SIGNATURE AND COVER PAGES

<b>CMS #:</b> Insert Full CMS # (FY ProgramCode CMS#)	<b>eClearance#:</b> Insert eClearance #
<b>State Agency</b> Colorado Department of Human Services Insert Office Insert Division	<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...  Contractor's State of Incorporation: Insert State
<b>Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx                      \$0.00 Extension Terms Edit/delete this section as needed, or put "None" State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00  Maximum Amount for All Fiscal Years    \$0.00	<b>Contract Performance Beginning Date</b> The later of the Effective Date or Month Day, Year  <b>Initial Contract Expiration Date</b> Month Day, Year  Except as stated in <b>§2.D</b> , the total duration of this Contract, including the exercise of any options to extend, shall not exceed Insert Contract's Maximum Amount of Years or Months as required by solicitation, or otherwise Years from its Performance Beginning Date.
<b>Pricing/Funding</b>  Price Structure: Choose an item. Contractor shall invoice: Choose an item. Fund Source: Insert name of funding source, whether it's state general funds, cash, Federal Program / Grant and Funds ID#, if none, put NA	<b>Options</b>  The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Choose an item. Option to Increase or Decrease Maximum Amount per §5.B.v: Choose an item.

<p><b>Insurance</b> Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10:</p> <p>Worker’s Compensation: Yes General Liability: Yes Automobile Liability: Choose an item. Protected Information: Choose an item. Professional Liability Insurance: Choose an item. Cyber/Net. Security-Privacy Liability Insurance: Choose an item. Crime Insurance: Choose an item.</p>	<p><b>Miscellaneous</b> Authority to enter into this Contract exists in: Insert statutory and/or other legal authority here. Law-Specified Vendor Statute (if any): Insert Statute, otherwise put NA Procurement Method: Choose an item. Solicitation Number (if any): Insert Solicitation #, otherwise put NA</p>
<p><b>State Representative</b> Insert State Representative Name, Title, Department, Address, Phone, and Email</p>	<p><b>Contractor Representative</b> Insert Contractor Representative Name, Title, Address, Phone, and Email</p>

<p><b>Exhibits</b> The following Exhibits are attached and incorporated into this Contract: List Exhibits here</p>
<p><b>Contract Purpose</b> Insert brief description of the purpose of the Contract (*Do not use so much space so that this page 2 runs on to page 3, that will create formatting/pg issues. If that happens, reduce your text; if unable to do so, contact Contracts Management for help.)</p>

**Signature Page Begins On Next Page**

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p align="center"><b>CONTRACTOR</b></p> <p align="center">Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...</p> <hr/> <p>By: Name &amp; Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center">Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p align="center">By: Name &amp; Title of Person Signing for CDHS</p> <p align="center">Date: _____</p>
<p>2nd State or Contractor Signature if Needed</p> <hr/> <p>By: Name &amp; Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p align="center"><b>LEGAL REVIEW</b></p> <p align="center">Philip J. Weiser, Attorney General</p> <hr/> <p align="center">Assistant Attorney General</p> <p align="center">Date: _____</p>
<p align="center">In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p align="center">By: _____ Andrea Eurich/Toni Williamson</p> <p align="center">Effective Date: _____</p>	

-- Signature and Cover Pages End --

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### 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

#### B. Initial Term



The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in §24-11-101(1) C.R.S.



- C. “Chief Procurement Officer” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. “Contract” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.
- F. “Contract Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.
- H. “Deliverable” means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by the Contractor.
- I. “Effective Date” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. “End of Term Extension” means the time period defined in §2.D.
- K. “Exhibits” means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..
- L. “Extension Term” means the time period defined in §2.C.
- M. “Goods” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.



N. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

O. “Initial Term” means the time period defined in §2.B.

P. “Party” means the State or Contractor, and “Parties” means both the State and Contractor.

Q. “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.

R. “PHI” means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S.. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth in § 24-72-102, et. Seq., C.R.S.

T. “Services” means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.



U. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

V. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

W. “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

X. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

Y. “Subcontractor” means any third-parties engaged by Contractor to aid in performance of the Work.

Z. “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

AA. “Work” means the Goods delivered and Services performed pursuant to this Contract.

BB. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### **4. STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

#### **5. PAYMENTS TO CONTRACTOR**

##### **A. Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

##### **B. Payment Procedures**

###### **i. Invoices and Payment**

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount



If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 “Sample Option Letter.” Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

## **6. REPORTING - NOTIFICATION**

### **A. Quarterly Reports.**

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

### **B. Litigation Reporting**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s principal representative identified on the Signature and Cover Pages for this Contract.

### **C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.**

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor’s decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform



such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

## **7. CONTRACTOR RECORDS**

### **A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

### **B. Inspection**

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

### **C. Monitoring**

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

### **D. Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

## **8. CONFIDENTIAL INFORMATION-STATE RECORDS**



## A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

## B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

## C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or



destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

#### D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

#### E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

#### F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET



FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

## **9. CONFLICTS OF INTEREST**

### **A. Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of Contract.

### **B. Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

### **C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.



D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

## 10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

### A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

### B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

### C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

### D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law,



confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.



#### H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

#### I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

#### J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

#### K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

#### L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

#### M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract



within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## **11. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## **12. REMEDIES**

### **A. State's Remedies**

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### **i. Termination for Breach of Contract**

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

#### **a. Obligations and Rights**

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such



terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.



c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

**13. STATE'S RIGHT OF REMOVAL**

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

**14. DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by



the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## **15. NOTICES AND REPRESENTATIVES**

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

#### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

## ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

## iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

### B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

### C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the



applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## **17. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

## **18. GENERAL PROVISIONS**

### **A. Assignment**

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

### **B. Subcontracts**

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

### **C. Binding Effect**

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### **D. Authority**



Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

#### E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

#### F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

#### G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

#### H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

#### I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

#### J. Statutes, Regulations, Fiscal Rules, and Other Authority.



Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

#### K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Federal Provisions (if any).
- iii. Colorado Special Provisions in §19 of the main body of this Contract.
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Contract.
- vi. PII Certification (if any)
- viii. Any other Exhibit(s) shall take precedence in alphabetical order.

#### L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State 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 Contract.

#### M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

#### N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.



#### O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

#### P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

#### Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

#### R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

#### S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

#### T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their

employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor’s obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor’s subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available

product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

## V. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor’s Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Contractor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

## W. Other

- i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

## 19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

### A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined



in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.



Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

#### G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

#### H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

#### I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

#### J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq.,



C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

## **20. DEPARTMENT OF HUMAN SERVICES PROVISIONS**

### **A. Exclusion, Debarment and/or Suspension**

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

### **B. Emergency Planning**

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

### **C. Restrictions on Public Benefits**

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

### **D. Discrimination**

Contractor shall not:



i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

#### E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

#### F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

#### G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

#### H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.



**21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor’s agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

**For an individual:** *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

**For and entity/organization:** *Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

*I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.*

REST OF PAGE INTENTIONALLY LEFT BLANK



**SAMPLE OPTION LETTER (IF APPLICABLE)**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b>	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
Initial Term	<b>Contract Performance Beginning Date</b> Month Day, Year
State Fiscal Year 20xx \$0.00	
Extension Terms	<b>Current Contract Expiration Date</b> Month Day, Year
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
Total for All State Fiscal Years \$0.00	

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

**A. For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

**B. For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

**C. For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

**D. For use with Option 1E:** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

**E. For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b>                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u>                  By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b></p> <p><u>SAMPLE ONLY – DO NOT SIGN</u>                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
---	--

<b>Diaper Program Budget/Cost Proposal</b>	
APPLICANT / ORGANIZATION: Gunnison County ANTICIPATED # OF PARTICIPANTS SERVED <span style="float: right;">150</span> AVERAGE COST PER PARTICIPANT \$78 TOTAL FUNDS REQUESTED: <b>\$11,750</b>	
<b>Budget ~ Program Costs</b>	<b>Funds Requested</b>
<u>Program administration costs should not exceed 15% of the total proposed budget.</u>	
<b>DIRECT COSTS</b>	
Diapers	\$ 9,600
Wipes	\$ 500.00
Creams	\$ 360.00
<b>Total Direct Costs</b>	<b>\$ 10,460</b>
<b>PERSONNEL EXPENSES:</b>	
Staff time is \$25/hour x 19 hours	\$ 480.00
<b>Total Personnel Expenses</b>	<b>480</b>
<b>CONTRACTUAL SERVICES:</b>	
<b>Total Contractual Services</b>	<b>0</b>
<b>OPERATING EXPENSES:</b>	
Space rental @ \$90/month x 9 months = 1,080	\$ 810.00
<b>Total Operating Expenses</b>	<b>810</b>
<b>OTHER EXPENSES:</b>	
<b>Total Other Expenses</b>	<b>0</b>
<b>TOTAL PROGRAM COSTS</b>	<b>\$11,750</b>
<b>Identify other sources of funds for this project, including in-kind funding sources:</b>	

Staff funding from Early Childhood Council Systems Buiding



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

**Agenda Item:** Trout Unlimited Letter of Support Request; Colorad

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Jesse Kruthaupt with Trout Unlimited is finalizing an application to the Colorado River District Community Funding Partnership Program and is asking for a letter of support from the BOCC. Please see his attached email request and support documents outlining the scope of the project, which

**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:

Not seeing any legal issues, but have not analyzed request in relation to other water rights or issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/28/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 8/2/2022

## Melanie Bollig

---

**Subject:** FW: Requesting Letter of Support Colorado River District Community Funding Partnership

**Attachments:** Draft LOS BOCC\_CRD\_CFP UG Diversion Modernization.docx; CRD CFP\_TU\_UG Modernization.xlsx; TU UG\_Diversions\_CFP-Application.pdf; Otis Moore Gleason and Hildebrand No 2 Construction Plans.pdf; McCanne No 2 McDowel Van Tuyl 1 Concept.pdf; UG CRD App Map.pdf

**From:** Jesse Kruthaupt <Jesse.Kruthaupt@tu.org>  
**Sent:** Wednesday, July 27, 2022 11:58 AM  
**To:** Melanie Bollig <MBollig@gunnisoncounty.org>  
**Cc:** 'Kathleen Curry (kathleencurry@montrose.net)' <kathleencurry@montrose.net>  
**Subject:** Requesting Letter of Support Colorado River District Community Funding Partnership

[EXTERNAL SENDER - USE CAUTION]

Hello Melanie,

I am finalizing an application to the Colorado River District Community Funding Partnership Program and would like to request a letter of support from the Board of County Commissioners. Trout Unlimited (TU) has developed this project to include modernization of diversion structures and headgates for five irrigation ditches at two sites in the Upper Gunnison Basin. Site one will update a shared diversion structure and three headgates for the Gleason, Otis Moore and Hildebrandt No 2 ditches on Ohio Creek. Site two will involve combining two diversions on Tomichi Creek, the McCanne No 2 and McDowell Van Tyle No 1, into one updated diversion and headgate. These projects will improve access to agricultural water rights, support agricultural production of over 800 acres of hay meadow, and reduce instream disturbance contributing to channel instability. Further, reducing the height of the existing diversion on Ohio creek and removal of the McDowell V.T No 1 diversion will improve access to upstream habitat for trout.

Please find the attached draft letter of support, CRD Application, budget, construction documents for the Gleason/Otis Moore/Hildebrand No 1, and conceptual design/cost estimate for the McCanne No 2/McDowell Van Tuyl No 1. Full design for the McCanne No 2/McDowell V.T.No 1 is expected to be completed by August. Construction at these sites is planned for late fall of 2022.

Total project cost is estimated to be \$172,166. TU has secured funding from the CWCB and URGWCD totaling \$94,051 and plans to request \$45,100 from the Community Funding Partnership program.

Please let me know if you have any questions or need any additional information about this project.

Kind Regards,  
Jesse Kruthaupt



Jesse Kruthaupt / Upper Gunnison Project Manager  
970-209-0976  
Trout Unlimited  
<http://www.tu.org>



July 26, 2026

Colorado River District  
201 Centennial St # 200  
Glenwood Springs, CO 81601

RE: Upper Gunnison Diversion Modernization Project

Dear Mrs. Moyer,

The Gunnison County Board of County Commissioners would like to offer our support for Trout Unlimited's Upper Gunnison Diversion Modernization Project.

The Upper Gunnison Diversion Modernization Project is a coordinated effort managed by Trout Unlimited to modernize two diversion structures serving five irrigation ditches on Ohio Creek and Tomichi Creek in the Upper Gunnison Basin. Site one involves reconstruction of a shared diversion serving the Gleason, Otis Moore and Hildebrand No 2 ditches on Ohio Creek. The new diversion and headgates will be lowered to appropriate elevation to effectively divert water at a range of flows. Site two will involve combining two diversions on Tomichi Creek (McCanne No 2 and McDowell Van Tuyl No 1) into one updated diversion. These improvements will also include installation of a new headgate, splitter box, and flume and construction rock cross-vane diversion structure.

These two projects will improve access to senior agricultural water rights and reduce instream disturbance contributing to channel instability, erosion, and over widening. Reducing the height of the existing diversion on Ohio Creek and removal of the McDowell V.T No 1 diversion will improve access to upstream habitat for trout.

This multipurpose project will protect agricultural water use, update aging water management infrastructure, improve efficiency, and provide watershed benefits. This project has been developed as part of the Upper Gunnison Stream Management Planning effort and closely aligns with the Colorado River District's mission. For these reasons, the Gunnison Board of County Commissioners encouraged the Colorado River District staff to award Trout Unlimited the \$45,100 requested from the Community Partnership Program.

Sincerely,



# Application

*Please refer to the Community Funding Partnership (CFP) Guidelines for additional information about the program, application and evaluation process, contracting requirements, and more.*

## **I. Applicant Information**

Sponsor/Applicant Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Primary Contact Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

## **II. Project Information**

Project Name: \_\_\_\_\_

Project Location (Address and County): \_\_\_\_\_

Latitude and Longitude (decimal degrees, e.g. 39.55269, -107.335726): \_\_\_\_\_

*\*Please attach a site map, if applicable.*

38.632706° , -106.944795°

Is your project in response to an unforeseen emergency or natural hazard such as fire or flood?

Yes            No

If yes, please answer the following: Provide a summary of the emergency which caused the repair or rehabilitation to be necessary (150 words):

If yes, please answer the following: A description, with evidence, if possible, that deferred maintenance and/or neglect was not the cause of damage to the project (150 words):

Brief Project Summary (limit 150 words):

Project Timeline:

Anticipated Start Date: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Project Category(ies) Allocation: *Please identify which of the five prioritized funding categories your project requested funding will address (check all that apply):*

- Productive Agriculture*                       *Infrastructure*                       *Healthy Rivers*  
 *Watershed Health and Water Quality*     *Conservation and Efficiency*

Describe how the project objectives fit within the category(ies) selected above, and if multiple categories, identify approximate percentage allocation of the project to each category:

Project Partners: *List all partners involved with this project and their role in the proposed project.*

*Project Description and Tasks: Provide a detailed description of the project including anticipated tasks and project milestones (ie study completion, permitting, design). For each task, please provide anticipated start and end dates. Attach additional documentation to the application if necessary. Identify any water rights associated with the project and the record owner of those water rights.*

*Project Success and Deliverables: Please describe anticipated project deliverables and any measurable results of your project (ie AF of storage, efficiency savings/elimination of system losses, ft of stream protected, etc)*

*Operations and Maintenance: Please describe existing and planned operations and maintenance associated with the project (if relevant). How does this project impact operational costs? If operational costs are expected to increase, describe long-term plans to cover ongoing expenses.*

*Anticipated Permitting Required for this Project: Please describe any anticipated permitting requirements (include any local, state, federal or other permits anticipated and/or required for this project and the status of each permit at the time of application.)*

### **III. Project Budget and Funding**

Total Project Cost: \_\_\_\_\_

Requested Contribution from River District: \_\_\_\_\_

Project Budget/Funding: *Please complete and attach the CFP budget worksheet in alignment with the tasks identified in the project description, including which funding sources and type (in-kind or cash) are being applied to each task. Attach additional documentation if appropriate.*

Please provide a brief budget narrative. Include a description of in-kind services (if applicable). Additionally, include any potential changes, timeline to secure additional funding needs, unforeseen influencing factors, and other details not included in the budget worksheet:

Please describe planned efforts to meet the project budget. Should budget be exceeded please describe plan to cover additional costs.

Project Funding Distributions/Sequence of Payments: *Please review the standard method for funding distributions outlined in the CFP Program Guidelines document.*

I have read and understand the CRD's standard disbursement method for the Community Funding Partnership Contract (please initial).

If the standard funding schedule does not work, please provide a detailed explanation why and what the preferred method of distribution of funds is for the applicant.

#### **IV. Local Community Support**

Please attach letters of support from the board(s) of county commissioners in which the county(ies) the project is located and/or water from the project will be utilized, and where appropriate, the governing board of the municipality(ies) in which the project is located. Should a letter of support not be available from the appropriate local government(s), project proponent should provide detailed explanation of the reasons.

**V. Colorado River District Mission Alignment**

Please review the Colorado River District Mission Statement, Strategic Plan and Partnership Projects Funding Program Framework. Describe how your project aligns with and supports the mission and strategic goals of the River District.

**VI. Project Risk Analysis**

What precautions are being taken to mitigate potential project failures?

Is there anything in this project that may cause potential injury to vested absolute water rights?  
If yes, please explain. Yes                      No

Will this project potentially cause reduced return flows with any potential negative effects?  
If yes, please explain. Yes                  No

**VII. Additional Factors for Evaluation**

Does this project preserve pre-Compact (i.e. appropriation date 1922 or earlier) water rights?  
Explain. Yes                  No

Does this project have potential to cause injury to other water users?  
Explain. Yes                  No

How does this funding request enhance the project's long-term viability?

Does this project promote innovation within a water use sector?                      Yes                      No  
Explain.

Does this project or funding request develop applied research, science and data beneficial to the mission and strategic goals of the District?                      Yes                      No

**VIII. Insurance**

Please review the minimum insurance requirements for a funding agreement which are outlined in the CFP Program Guidelines document.

Please acknowledge that you have read and understand the insurance requirements.

I have read and understand the CRD’s standard insurance requirements for the Community Funding Partnership Contract

If you believe that extenuating circumstances or hardships exist that prevent you from fulfilling this requirement, please explain.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

*Completed application and supporting documentation should be submitted by e-mail to [partnerfunding@crwcd.org](mailto:partnerfunding@crwcd.org).*

**Detailed Budget Estimate  
Fair and Reasonable Estimate**

**Prepared Date:**

7/1/2022

**Name of Applicant:**

Trout Unlimited

**Name of Water Project:**

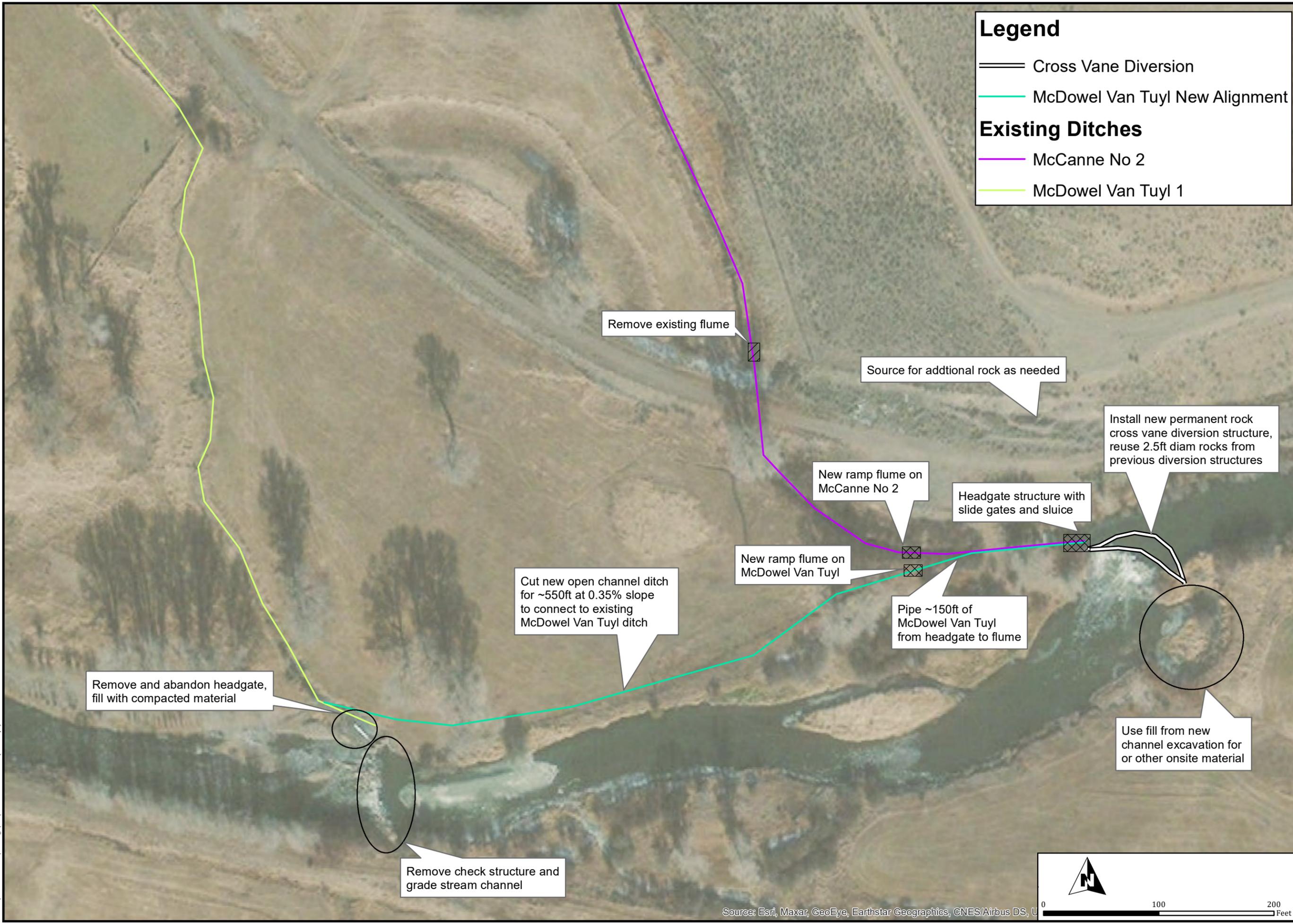
Upper Gunnison Diversion Modernization

<b>McCanne 2 Ditch</b>					
<i>Sub-task</i>	Total Cost	CRD CFP	CWCB	Owners	UGRWCD
Survey/Engineering	\$ 11,500	\$ -	\$ 10,000	\$ -	\$ 1,500
Concrete/Rock	\$ 15,400	\$ 4,000	\$ 6,160	\$ 5,240	\$ -
Excavation/labor	\$ 27,550	\$ -	\$ 4,800	\$ 2,750	\$ 20,000
Headgate/flumes	\$ 17,000.00	\$ 9,000	\$ 3,000	\$ 5,000.00	\$ -
<b>Total</b>	<b>\$ 71,450.00</b>	<b>\$ 13,000.00</b>	<b>\$ 23,960.00</b>	<b>\$ 12,990.00</b>	<b>\$ 21,500.00</b>
<b>Gleason/Hildebrand/Otis Moore</b>					
<i>Sub-task</i>	Total Cost	CRD Funding	CWCB Funds	Owners	UGRWCD
Survey/Engineering	\$ 11,000	\$ -	\$ -	\$ -	\$ 11,000
Material Rock/Concrete	\$ 25,505	\$ 10,000	\$ 4,980	\$ 10,525	\$ -
Excavation/Labor	\$ 23,800	\$ -	\$ 6,000	\$ 800	\$ 17,000
Headgates, Flume, pipe	\$ 30,500.00	\$ 18,000	\$ 3,800	\$ 8,700	
<b>Total</b>	<b>\$ 90,805.00</b>	<b>\$ 28,000.00</b>	<b>\$ 14,780.00</b>	<b>\$ 20,025.00</b>	<b>\$ 28,000.00</b>
<b>Grant Mangement and Admin</b>		\$ 4,100.00	\$ 5,811	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 172,166.00</b>	<b>\$ 45,100.00</b>	<b>\$ 44,551</b>	<b>\$ 33,015</b>	<b>\$ 49,500</b>

Description	Est. Qty.	Unit	Unit Price	Total
<b>Materials</b>			<i>Subtotal</i>	\$ 17,000
Metal Ramp Flumes	2	EA	\$ 3,000	\$ 6,000
Sluice Gate	1	EA	\$ 2,000	\$ 2,000
Metal Slide Gate	3	EA	\$ 3,000	\$ 9,000
<b>Installation</b>			<i>Subtotal</i>	\$ 42,950
Concrete Headgate Structure	6	CY	\$ 1,400	\$ 8,400
Split Structure	5	CY	\$ 1,400	\$ 7,000
Ramp Flume Install	2	EA	\$ 600	\$ 1,200
Channel Grading (McCanne 2)	600	LF	\$ 2	\$ 1,200
New Ditch Excavation (McDowel/Van Tuyl)	550	LF	\$ 7	\$ 3,850
Excavated Fill Placement	300	CY	\$ 11	\$ 3,300
Dewatering	5	DY	\$ 600	\$ 3,000
Cross Vane Installation	1	LS	\$ 12,000	\$ 12,000
Cross Vane Removal	2	EA	\$ 1,500	\$ 3,000
			<b>Construction Subtotal</b>	\$ 59,950
			Engineering Design	\$ 10,000
			<b>PROJECT TOTAL</b>	\$ 69,950

*\*Materials and installation costs based on previous projects*

Date Saved: 11/29/2021 2:04:54 PM  
 Path: N:\21106 (UGRW CD)\Drawings\GIS\McCanne No 2 11 x 17 (Landscape).mxd



**Legend**

==== Cross Vane Diversion

— McDowel Van Tuyl New Alignment

**Existing Ditches**

— McCanne No 2

— McDowel Van Tuyl 1

**Applegate Group, Inc.**  
 Water Resource Advisors for the West  
 1490 West 121st Ave, Ste 100  
 Denver, CO 80234-2728  
 Phone: (303) 452-6611  
 Fax: (303) 452-2759  
 www.ApplegateGroup.com  
 e-mail: info@applegategroup.com

**McCanne No 2 and  
 McDowel Van Tuyl No. 1  
 Conceptual Combination and  
 Diversion Improvement Plan**

No.	Rev. Date	Revision Description

Date: 1 Dec 2021  
 Job #: 21-106  
 Drawn By: SRM

Figure:  
**1**  
 Of: 1

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, U

# OTIS MOORE GLEASON AND HILDERBRAND NO. 2 DIVERSION IMPROVEMENT PROJECT GUNNISON, COLORADO JUNE, 2022

**Applegate Group, Inc.**  
 Water Resource Advisors for the West  
 1490 West 121st Ave., Suite 100  
 Denver, CO 80234  
 (303) 452-4611  
 Fax: (303) 452-2759  
 email: info@applegategroup.com Website: www.applegategroup.com

**DIVERSION IMPROVEMENT PROJECT  
COVER SHEET**

**OTIS MOORE GLEASON  
AND HILDEBRAND NO. 2**

**PARTNER:** Upper Gunnison River Water Conservancy District

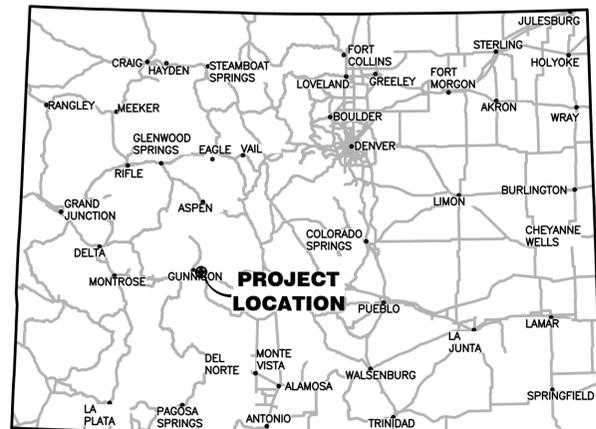
**CIVIL ENGINEER:** Applegate Group, Inc.  
102 W. Bridge St.  
Hotchkiss, CO 814419  
(970)945-9686

**SURVEYOR:** Skip Hewitt  
(970)641-2937

**VICINITY MAP**  
SCALE 1" = 5 MILES



Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	EXISTING-DEMO PLAN
3	PROPOSED SITEPLAN
4	HEADGATE AND DIVERSION BLOWUP
5	DETAILS



**LOCATION MAP**  
SCALE 1" = 60 MILES



**BID SET**

REVISIONS			
NO	DATE	BY	DESCRIPTION

Date: June 2022  
 Job No: 21-106  
 Drawn: TH  
 Design: SM  
 Checked: CU  
 Scale: AS SHOWN

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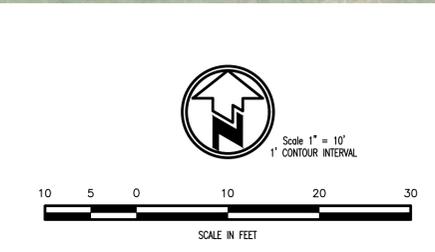
Of: **5**

Plot Date: 06/21/22-2:03pm. Plotted by: jhewitt. Drawing Path: N:\21106 USRWCD\Drawings\Plan\_Sets\OMG\_Diversion\_Improvement\Drawing\_Nume\OMG\_Cover\_Sheet.dwg





**BID SET**



**Applegate Group, Inc.**  
Water Resource Advisors for the West  
1490 West 121st Ave., Suite 100  
Denver, CO 80234  
(303) 452-6611  
Fax: (303) 452-2759  
email: info@applegatgroup.com Website: www.applegatgroup.com

**DIVERSION IMPROVEMENT PROJECT  
PROPOSED SITEPLAN**

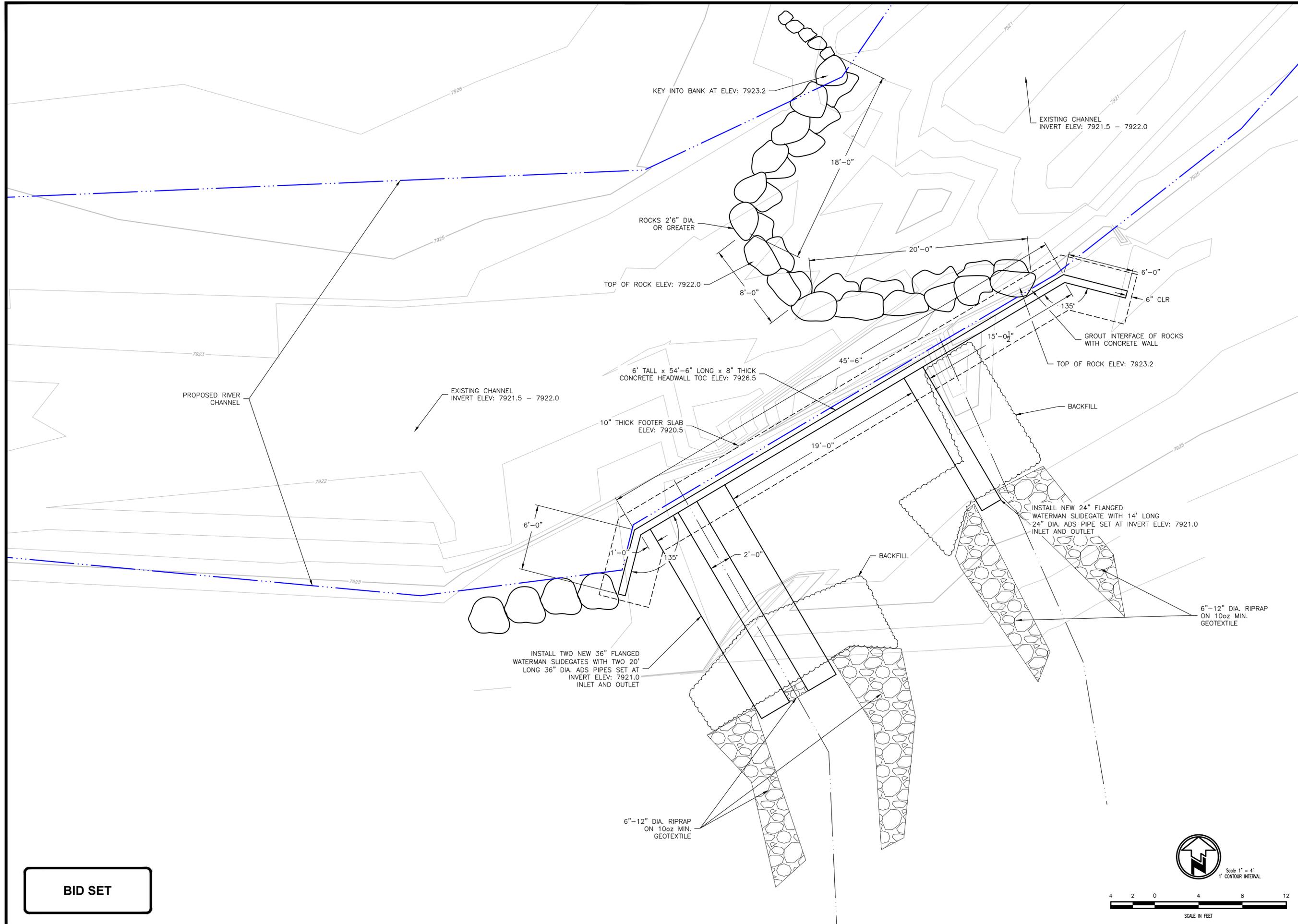
**OTIS MOORE GLEASON AND HILDERBRAND NO. 2**

REVISIONS			
NO	DATE	BY	DESCRIPTION

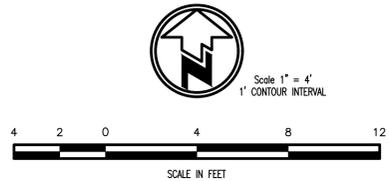
Date: June 2022  
Job No: 21-106  
Drawn: TH  
Design: SM  
Checked: CU  
Scale: AS SHOWN

Sheet: **3**  
Of: **5**

Plot Date: 06/21/22-2:03pm, Plotted by: jtimmons, Drawing Path: N:\21106 USRW\20\Drawings\Plan\_Sets\OMG Diversion Improvement\Drawing Name\Proposed Plan.dwg



**BID SET**



**Applegate Group, Inc.**  
 Water Resource Advisors for the West  
 1490 West 121st Ave., Suite 100  
 Denver, CO 80234  
 (303) 452-4611  
 Fax: (303) 452-2759  
 email: info@applegategroup.com Website: www.applegategroup.com

**DIVERSION IMPROVEMENT PROJECT**  
**HEADGATE AND DIVERSION BLOWUP**

**OTIS MOORE GLEASON AND HILDEBRAND NO. 2**

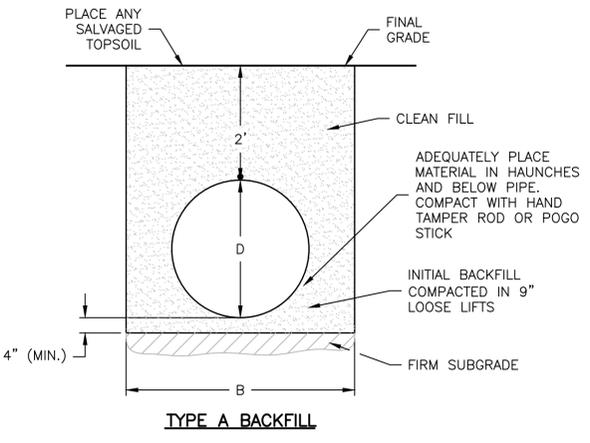
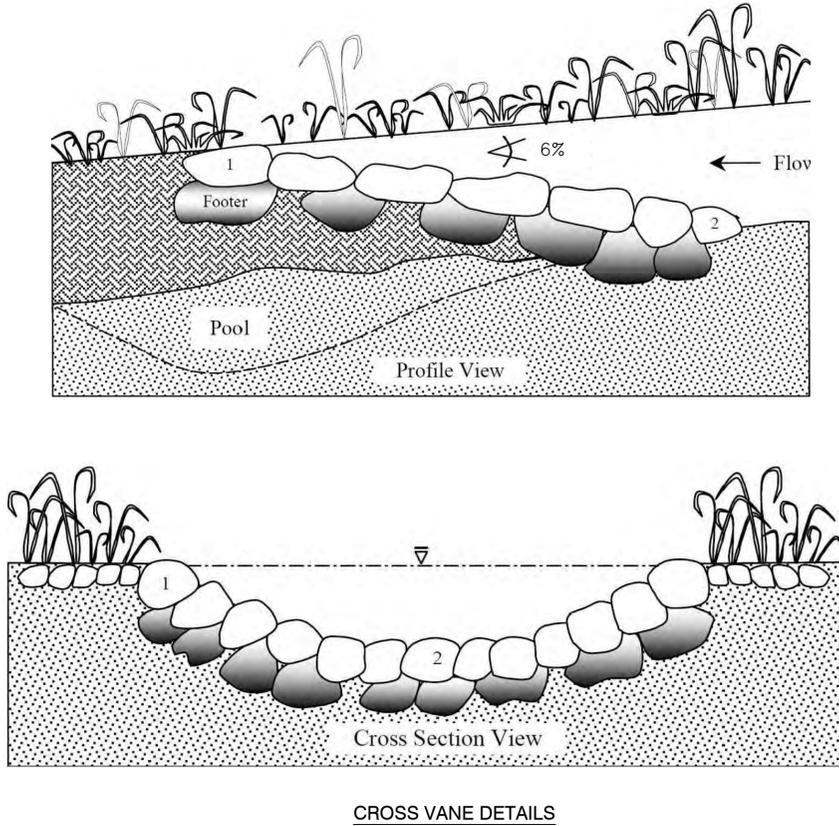
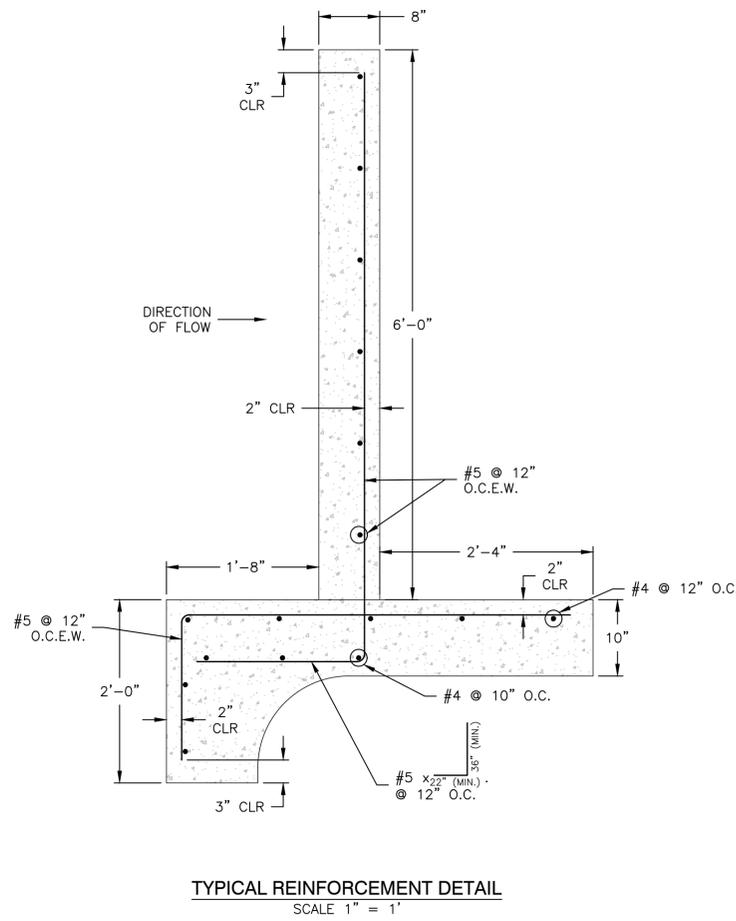
REVISIONS			
NO	DATE	BY	DESCRIPTION

Date: June 2022  
 Job No: 21-106  
 Drawn: TH  
 Design: SM  
 Checked: CU  
 Scale: AS SHOWN

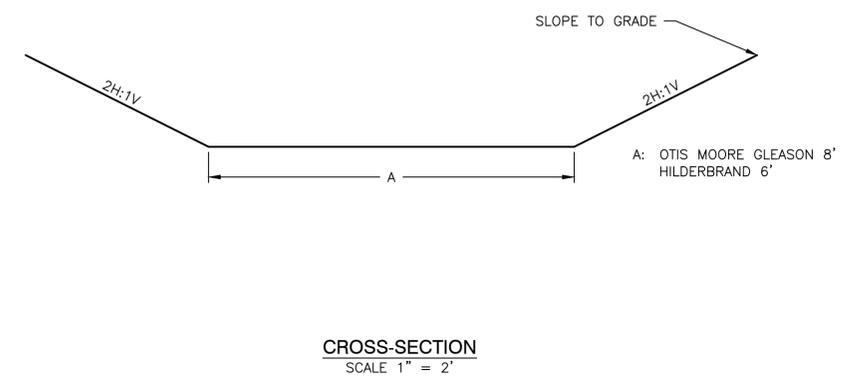
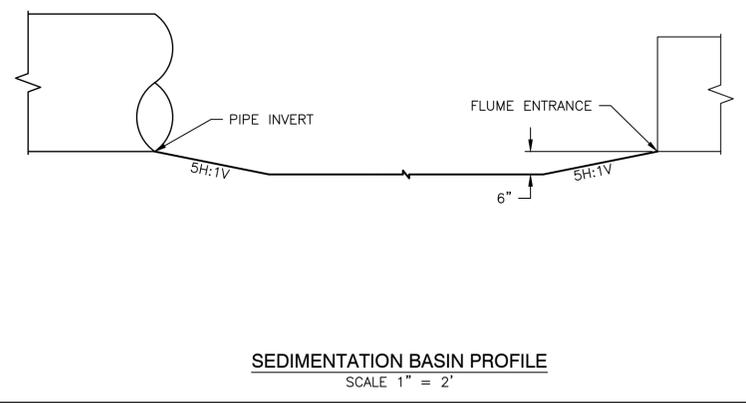
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**BID SET**



- NOTES:**
1. FOR NATIVE BACKFILL MAXIMUM PARTICLE SIZE WITHIN 12" OF THE PIPE IS 1".
  2. FOR NATIVE BACKFILL MAXIMUM PARTICLE SIZE MORE THAN 12" FROM PIPE IS 6" UNLESS NOTED OTHERWISE ON DETAIL.
  3. CLEAN FILL SHALL BE DEFINED AS CONTAINING NO ROCKS GREATER THEN 1" AND SHALL CONTAIN A WIDE RANGE OF PARTICLE SIZES. WHEN COMPACTED MATERIAL SHALL BE WATER TIGHT.



**Applegate Group, Inc.**  
Water Resource Advisors for the West  
1490 West 121st Ave., Suite 100  
Denver, CO 80234  
(303) 452-6611  
Fax: (303) 452-2759  
email: info@applegategroup.com Website: www.applegategroup.com

**DIVERSION PROJECT  
IMPROVEMENT PROJECT  
DETAILS**

**OTIS MOORE GLEASON  
AND HILDEBRAND NO. 2**

REVISIONS			
NO	DATE	BY	DESCRIPTION

Date: June 2022  
Job No: 21-106  
Drawn: TH  
Design: SM  
Checked: CU  
Scale: AS SHOWN

Sheet: **5**  
Of: **5**

Plot Date: 06/21/22-2:03pm, Plotted by: jmmh, Drawing Path: N:\21106 USRWCD\Drawings\Bios\_Sat\OMG Diversion Improvement\Drawing Name\OMG\_Details.dwg



### Legend

- County

### Location

An inset map of Colorado shows the project location marked with a red square in the western part of the state. Labels for 'Denver', 'Colorado', and 'Utah' are visible on the inset map.

### Notes

UG Diversion Modernization Project.  
POD and irrigated Acreage

7.09 0 3.54 7.09 Miles



1: 224,514



*This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.*

Date Prepared: 7/27/2022 11:52:45 AM

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

**Agenda Item:** Acknowledgment of County Manager's signature; Cont

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

civil engineering scope for Sawtooth housing project.

**Fiscal Impact:** 24500

**Submitted by:** John Cattles

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/28/2022

**County Attorney Review:**

Required

Not Required

Comments:

Although CAO would prefer more robust insurance and indemnity provisions out of our CAO-approved form, this contract probably meets minimal legal requirements. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/28/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 8/2/2022

## CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 29<sup>th</sup> day of July 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and SGM, Inc., a tradename of Schmueser Gordon Meyer, Inc., whose address is 103 W. Tomichi Ave., Suite A, Gunnison, CO 81230 ("Contractor").

### RECITALS

WHEREAS, the Contractor desires to provide services according to this Agreement as identified in the Scope of Work, attached and incorporated as Appendix A ("Services"); and

WHEREAS, Gunnison County desires to engage Contractor to provide such Services pursuant 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 in 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 July 29, 2022 and shall terminate on December 31, 2022(the "Term"), unless sooner terminated or replaced as provided herein.

#### 3 . STRATEGIC RESULT.

Execution of this Agreement will assist the County with its affordable housing, 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 on a per project basis not to exceed Twenty-four thousand five hundred and No/100 U.S. Dollars (\$24,500) (the "Compensation"). 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.

#### 5 . INSURANCE.

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

- a . Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b . Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/ 100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000)
- c . Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000) for any injury to two or more persons in any single occurrence.

#### 6 . INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of

Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

#### 7 . INDEMNIFICATION.

Contractor agrees to indemnify 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 reimbursement of all 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 or expiration.

#### 10. 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.

#### 11 . 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.

12. ADA 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 excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

13. 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.

14. 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.

15. 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 Appendix A.

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:	Gunnison, Colorado 81230 Phone: 970- 641-0248
With a copy to:	Board of County Commissioners Gunnison County 200 E. Virginia Ave. Gunnison, Colorado 81230
Contractor:	SGM, Inc.
County Manager Gunnison County 200 E. Virginia Ave.	103 W. Tomichi Ave., Suite A 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.

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. 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.

19. 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.

20. 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 date above written.

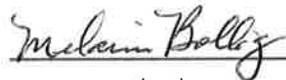
BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By:



Matthew Birnie, County Manager

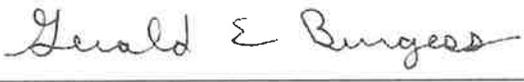
ATTEST:



Deputy Clerk



CONTRACTOR SGM, Inc.

By: 

Gerald E. Burgess P.E.

John Cattles  
Assistant Gunnison County Manager  
Sustainability and Operations  
jcattles@gunnisoncounty.org

July 21, 2022

**RE:** South 14<sup>th</sup> Street (Fairgrounds) Scope of Work and Fee Proposal

Dear John:

Thanks for meeting with us on site to discuss the South 14<sup>th</sup> Street (Fairgrounds) site to be utilized for Affordable Housing.

From our site visit we understand the scope of work is to engineer and provide construction plans for the roads, sidewalk and alley. Several of the specific design components are:

- Improvements will be made to W. San Juan Ave., We Evans Ave., So. 14<sup>th</sup> Street and the alley. Our work limits will mostly be within the street and alley ROW.
- Grading and drainage for the site in general but specifically the streets will be considered. We will work with the Fading West team to accommodate an overall drainage plan. Pre and post construction run off will be the responsibility of the Fading West team. However, to ensure that both designs work together SGM will perform the same calculations.
- Parallel parking along W. Evans and W. San Juan will be designed.
- SGM will coordinate utility connections with the City and Fading west to a point beyond the curb/gutter and/or sidewalks.
- SGM final deliverable will be civil construction drawings up to the ROW adjacent to the Fading West site.

We understand this is a high priority for the County to get started as soon as possible. Our estimated fee for the work outlined above is \$24,500. Our estimate does not include any work within the property and associated with the Fading West site plan or structures.

If you approve of this proposal, please sign and return the attached professional services agreement.

Sincerely,



Gerald E. Burgess, P.E.  
Project Engineer

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

**Agenda Item:** Contractor Agreement; Gunnison Valley Health; Gunn

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Gunnison Valley Health and Gunnison County Detentions Center

**Term Begins:** July 1, 2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

2 hours of service per day instead of three hours per week is the biggest change.

**Fiscal Impact:** \$13,700.00

**Submitted by:** Adam Murdie

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/28/2022

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/28/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 8/2/2022

## CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the **Board of County Commissioners of the County of Gunnison, Colorado** ("Gunnison County"), on behalf of its separately elected **Gunnison County Sheriff's Department** ("Gunnison Sheriff") and **Gunnison Valley Health**, a tradename of Gunnison Valley Hospital, a public hospital organized pursuant to C.R.S. § 25-3-301 et seq., whose address is 711 N. Taylor St., Gunnison, CO 81230 ("Contractor").

### RECITALS

WHEREAS, the Contractor desires to provide services according to this Agreement as identified more fully in Section 1 below; and

WHEREAS, Gunnison County desires to engage Contractor to provide such services pursuant 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 in the Scope of Services, attached as 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 **July 1, 2022** and shall terminate on **December 31, 2022**, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with its strategy of delivering high quality services and promoting prosperous, collaborative and healthy communities, 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 not to exceed **Thirteen Thousand Seven Hundred Dollars and no/100 U.S. Dollars (\$13,700.00)** (the "Compensation"). Contractor shall submit a monthly invoice, no later than the 15<sup>th</sup> of each month, to Gunnison Sheriff, att: Sgt. Midge Barton, demonstrating incurred charges for Services provided in the previous month pursuant to this Agreement. If payment shall be made by Gunnison County to Contractor, then it shall be paid within 45 days of receipt of the 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.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement 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 coverages required herein 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 for any injury to one person in any single occurrence in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00); and for an injury to two or more persons in any single occurrence, no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00).
- 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 any injury to one person in any single 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 any injury to two or more persons in any single occurrence.
- d. Professional Liability Insurance or the equivalent for any injury to one person in a single occurrence in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) and for an injury to two or more persons in any single occurrence, no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injury to two or more persons in any single occurrence.

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 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. 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.

#### 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 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 Contractor or its employees, subcontractors or agents 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 Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, 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 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 Contractors 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 Contractors to work through the E-Verify Program (formerly known as the Basic Pilot Employment Verification Program) administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

#### 10. ADA COMPLIANCE.

The Contractor 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 excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

#### 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. CONFIDENTIALITY AND HIPAA. Contractor agrees that all Services under this Agreement shall be performed in full compliance with all local, state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and confidentiality regulations of 42 CFR Part 2. Contractor acknowledges that it may receive or develop confidential information from Gunnison County in connection with its provision of Services. Contractor shall take all precautions necessary to maintain and protect the confidentiality of such information and ensure it is only used for the Services and pursuant to this Agreement.
- e. EXCLUSION, DEBARMENT AND/OR SUSPENSION. Contractor warrants and affirms that it, its employees, agents, assigns or Contractors have not been disbarred or suspended from participation, or proposed to be disbarred or suspended from participation in, any federal or state programs, is not on any debarment or suspension list under Federal Executive Order No. 12549 and 12689, and is not ineligible to participate in a "federal health care program" as defined in 42 USC § 1320a-7b(f) or in any other government payment program with any federal or State of Colorado department or agency. Contractor will maintain such status throughout the term of this Agreement and shall provide written notice to Gunnison Sheriff within 24 hours if such status is lost. If Contractor or any of its employees, agents, assigns or Contractors are excluded, disbarred or suspended, Gunnison County shall have the ability to immediately terminate this Agreement.
- f. CRIMINAL BACKGROUND CHECK. Pursuant to C.R.S. § 27-90-111 and CDHS Policy VI-2.4, Contractor and its employees, agents, assigns or Contractors that have direct contact with vulnerable persons in a state-operated facility, or who provide state-funded services that involve direct contact with vulnerable persons in their home shall submit and successfully pass a criminal background check, and

report any arrests, charges or summonses for any disqualifying offense as specified in C.R.S. § 27-90-111 to the State of Colorado.

- g. **CONFLICTS OF INTEREST.** Contractor warrants and affirms that it, its employees, agents, assigns or Contractors shall at all times of this Agreement not do work for or have any financial interest or other relationship with any person, entity or activity that would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in the provision of Services under this Agreement.
- h. **OWNERSHIP OF WORK.** Subject to Gunnison County's obligation to compensate Contractor for Services, all work, reports, designs, drawing, renderings and other work product produced by Contractor under this Agreement shall belong to Gunnison County and Contractor shall not use any part thereof for purposes other than Services pursuant to this Agreement without the written consent of the County.
- i. **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.
- j. **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.
- k. **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.
- l. **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.

**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.**

Gunnison County shall have the right to terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the Contractor. Upon termination, Contractor shall be entitled to compensation for Services performed up to the date of termination, subject to the provisions laid out in Section 4 of this Agreement regarding compensation. Contractor shall render a final billing for work completed and expenses incurred to the date of termination within thirty (30) days following written notice of such termination and Gunnison County shall make best efforts to pay all amounts due under the final billing within a ten (10) day period.

**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: Gunnison County Sheriff  
510 W. Bidwell Ave.  
Gunnison, Colorado 81230  
Phone: 970-641-1113

With a copy to: Gunnison County Manager  
200 E. Virginia Ave.  
Gunnison, Colorado 81230  
Phone: 970-641-0248

Contractor: Jason Amrich, CEO  
Gunnison Valley Health  
711 N. Taylor St.  
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.

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.

*[Remainder of page intentionally left blank – signature page follows]*

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, County Manager

ATTEST:

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

CONTRACTOR

By:  \_\_\_\_\_  
Jason Amrich, COE Gunnison valley Health

## APPENDIX "A"

### SCOPE OF SERVICES

**Contractor shall perform and provide the following services:**

- Maintain up to two hours per week of medical nurse practitioner services at the Gunnison County Detention Center.
- Hire an LPN or RN for 2 hours a day of services at the Gunnison County Detention Center.

Their responsibilities would include:

- Chart creation and break down
- Maintaining the chart
- Medication administration 2x/day
- Vital signs to be taken at morning pass
- Documentation of administration and VSS findings
- Documentation of any intervention or consult required (Based on vitals or patient presentation)
- Organization and standardization of medication room and cart
- Check in process of medication received from pharmacy
- Check out process of medications discontinued or left behind d/t patient release for premises
- Transport of pharm waste/sharps to hospital for disposal

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

**Agenda Item:** Opioid Settlement Intergovernmental Agreement; bet

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

**Parties to the Agreement:** Gunnison County and the Town of Pitkin

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

this IGA is between Gunnison County and the Town of Pitkin; Establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed locally.

**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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/28/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 8/2/2022

## Melanie Bollig

---

**From:** Town of Pitkin <thetownofpitkin@gmail.com>  
**Sent:** Thursday, July 28, 2022 11:14 AM  
**To:** Melanie Bollig  
**Subject:** Town of Pitkin Opioid IGA  
**Attachments:** Gunnison County Pitkin Opioid IGA .pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[EXTERNAL SENDER - USE CAUTION]

Hi Melanie,

I've attached the signed Opioid IGA for Gunnison County and the Town of Pitkin. Please let me know if I need to take additional steps.

Have a great day!  
Sara

--

Sara Gibb  
Clerk/Treasurer  
The Town of Pitkin  
[thetownofpitkin@gmail.com](mailto:thetownofpitkin@gmail.com)  
<https://townofpitkin.colorado.gov>  
(970)787-0031

***Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-100.1, et seq.***

**OPIOID SETTLEMENT**  
**INTERGOVERNMENTAL AGREEMENT**

**THIS OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made between Gunnison County, Colorado (“County”), and the Town of Pitkin (“Town”) (collectively, the “Parties”) pursuant to Section 29-1-203, C.R.S., as amended.

**RECITALS**

**WHEREAS**, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

**WHEREAS**, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

**WHEREAS**, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker (“COST”), the Town has the option of opting in to receive a direct share of opioid settlement funds;

**WHEREAS**, the Town intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

**1. DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.

**2. OBLIGATIONS OF THE PARTIES.**

**2.1. The Town shall:**

**2.1.1.** By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.

**2.1.2.** Remit to the County all payments received pursuant to the COST and the Colorado MOU upon receipt of such funds.

**2.2. The County shall:**

**2.2.1.** Prepare, at least annually and on behalf of the Town, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council (“COAC”).

**2.2.2.** At the Town’s request, share with the Town any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the Town regarding such drafts.

**6. RECORDKEEPING.** The County shall be responsible for maintaining records consistent with this Agreement.

**7. OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

**8. TERM.** The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the Town, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the “Term”), unless otherwise renewed by amendment to this Agreement.

**9. INFORMATIONAL OBLIGATIONS.** Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

**10. CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to

object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

- 11. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.
- 12. TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
- 13. NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original

document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

Town: Town of Pitkin  
P.O. Box 9  
Pitkin, CO 81241

#### **14. GENERAL TERMS AND CONDITIONS**

- 14.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 14.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 14.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 14.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 14.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using

the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

- 14.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 14.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 14.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 14.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 14.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 14.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third

person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**14.12. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

**14.13. Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**14.14. Authority to Execute.** Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

**GUNNISON COUNTY, COLORADO**  
BY AND THROUGH ITS BOARD OF  
COMMISSIONERS

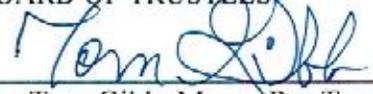
\_\_\_\_\_  
By: Jonathan Houck, Chair

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

ATTEST:

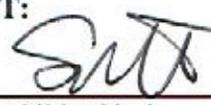
\_\_\_\_\_  
By: Melanie Bollig, Deputy Clerk

**TOWN OF PITKIN**  
BY AND THROUGH ITS  
BOARD OF TRUSTEES

  
\_\_\_\_\_  
By: Tom Gibb, Mayor Pro Tem

Date: July 27 2022

ATTEST:

  
\_\_\_\_\_  
By: Sara Gibb, Clerk



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

**Agenda Item:** Ratification of HHS Deputy Director's Signature; C

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

**Parties to the Agreement:** Department of Health Care Policy and Financing

**Term Begins:** 7/1/2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

Senior Dental Program for low income seniors

**Fiscal Impact:** 43000

**Submitted by:** Elizabeth Holena

**Submitter's Email Address:** elizabeth.holena@state.co.us

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/17/2022

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/28/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/29/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 8/2/2022

**STATE OF COLORADO**  
**Department of Health Care Policy and Financing**  
**Contract with**  
**Gunnison County Department of Health and Human Services**  
**for COLORADO DENTAL HEALTH CARE PROGRAM FOR**  
**LOW-INCOME SENIORS**

This Agreement (hereinafter called “Contract”) is entered into by and between **Gunnison County Department of Health and Human Services, 220 North Spruce Street, Gunnison, CO 81230** (hereinafter called “Contractor” or “Qualified Grantee”), and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called the “State” or “Department”). Contractor and the State hereby agree to the following terms and conditions.

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

Senate Bill (SB) 14-180 created the Colorado Dental Health Care Program for Low-Income Seniors (Senior Dental Grant Program) under the Department of Health Care Policy and Financing (the Department) effective July 1, 2015. SB 14-180 ended the Old Age Pension (OAP) Dental Grant program administered by the Department of Public Health and Environment (CDPHE), effective June 30, 2015, as the target population was offered publicly funded dental benefits through Health First Colorado and the OAP Health and Medical Care Program. SB 14-180 not only transferred the program to the Department, but also changed the target population to low-income seniors who are not eligible for dental services under any other dental health care program, and changes how the program is operated. The Senior Dental Grant Program grants funds to Area Agencies on Aging (AAA), community-based organizations and foundations, Federally Qualified health centers (FQHC), safety-net clinic, health districts, local public health agency, and private dental practices to promote the health and welfare of Colorado’s low-income seniors by providing access to dental care to individuals age 60 and over who are not eligible for services under any other dental health care program, such as Health First Colorado, or the OAP Health and Medical Care Program or private dental insurance. An Eligible Senior is not ineligible solely because he/she is receiving dental benefits under Medicare or Medicare Advantage Plans.

The Colorado Dental Health Program for Low-Income Seniors available funds for the FY 2022-23 shall begin July 1, 2022 and shall end June 30, 2023

Subject to available funding and contractor performance, the Department may renew this Contract annually for up to three (3) additional years.

The Department has a limited amount of grant funds to be expended each State Fiscal Year. It reserves the right to reconcile the funds available in the pot at any time. The Department will attempt to distribute any shortfall equitably among all Contractors. It may be possible, however, that a Contractor may have its award decreased due to the reconciliation. It also

may be possible, that funds may be equitably distributed for any increase in funding available.

The parties agree that the timelines and instructions in the Statement of Work below are crucial. Should the Contractor miss a deadline, or its invoices require correction, the Contractor will be provided one written warning to improve. Should the issues continue, the Department will consider terminating this Contract for failure to follow the provisions of this Contract.

The amount of the grant award to the Contractor is **\$42,800**.

## **STATEMENT OF WORK**

### **1.0 TERMINOLOGY**

- 1.1 Acronyms, abbreviations and other terminology are defined at their first occurrence in this document. The following list is provided to assist the reader in understanding acronyms, abbreviations, and terminology used throughout this document.
  - 1.1.1 AAA – Any Area Agency on Aging.
  - 1.1.2 Arrange For or Arranging For – Demonstrating established relations with Qualified Providers for any of the Covered Dental Care Services not directly provided by the Qualified Grantee.
  - 1.1.3 Business Day – Any day in which the Department is open and conducting business, but shall not include Saturday, Sunday, or any day which the Department observes one of the holidays listed in CRS §24-11-101(1).
  - 1.1.4 CDPHE – Colorado Department of Public Health and Environment.
  - 1.1.5 Contract – this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
  - 1.1.6 Contract Funds – the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Department under this Contract.
  - 1.1.7 CORA – the Colorado Open Records Act, C.R.S. §24-72-200.1, *et. Seq.*
  - 1.1.8 Covered Dental Services – The Current Dental Terminology (CDT) procedure codes and descriptions for the Colorado Dental Health Care Program for Low-Income Seniors as published on the Department’s website.
  - 1.1.9 C.R.S. – Colorado Revised Statutes.
  - 1.1.10 DAC –Dental Advisory Committee.
  - 1.1.11 Dental Health Professional Shortage Area or Dental HPSA – A geographic area, population group, or facility so designated by the Health Resources and Services Administration of the U.S. Department of Health and Human Services.
  - 1.1.12 Department – Colorado Department of Health Care Policy and Financing.

- 1.1.13 Economically Disadvantaged – A person whose income is at or below 250% of the most recently published federal poverty level for a household that size.
- 1.1.14 Effective Date – This Contract shall not be valid or enforceable until the Effective Date and all signatures have been obtained. The Department shall not be bound by any provision of the Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.
- 1.1.15 Eligible Senior – An adult who is 60 years of age or older, who is Economically Disadvantaged, who is a Colorado resident, who is not eligible for dental services under Health First Colorado or the Old Age Pension Health and Medical Care Program, and who does not have private dental insurance.
- 1.1.16 FQHC – Federally Qualified Health Center is a federally funded nonprofit health center or clinic that serves medically underserved areas and populations as defined in 42 U.S.C. section 1395x (aa)(4).
- 1.1.17 Grantee – Any health care professional or entity that has been accepted as a grantee in the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.18 Health First Colorado – The Colorado Medical assistance program as defined in article 4 of title 25.5, C.R.S. (2018)
- 1.1.19 HIPAA – the Health Insurance Portability and Accountability Act of 1996.
- 1.1.20 Incident – means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in C.R.S. §24-37.5-401, *et. Seq.*, Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- 1.1.21 Income – Any cash, payments, wages, in-kind receipt, inheritance, gift, prize, rents, dividends, or interest that are received by an individual or household. Income may be self-declared. Resources are not included in income.
- 1.1.22 Max Allowable Fee – The total reimbursement listed by procedure for Covered Dental Care Services under the Colorado Dental Health Care Program for Low-Income Seniors. The Max Allowable Fee is the sum of the Program Payment and the Max Patient Co-Pay.
- 1.1.23 Max Patient Co-Pay – The maximum amount that a Qualified Provider may collect from an Eligible Senior listed by procedure for Covered Dental Services under the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.24 Medicare – The federal health insurance program for people who are 65 years of age or older, certain younger people with disabilities, or people with end-stage renal disease.

- 1.1.25 Medicare Advantage Plans (MAP) – Plans offered by Medicare-approved private companies that must follow rules set by Medicare and may provide benefits for services Medicare does not, such as vision, hearing, and dental care.
- 1.1.26 Medicare Savings Program (MSP) – Help people with limited income and resources pay for some or all their Medicare premiums and may also pay their Medicare deductibles and co-insurance.
- 1.1.27 MMIS – Medicaid Management Information Systems.
- 1.1.28 Old Age Pension Health and Medical Care Program – The program described at 10 CCR 2505-10, section 8.940 et. Seq. and as defined in sections 25.5-2-101 and 26-2-111(2), C.R.S. (2018).
- 1.1.29 Party – The State or Contractor, and “Parties”: means both the State and Contractor.
- 1.1.30 PHI – Protected Health Information
- 1.1.31 PII – means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, or employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501.
- 1.1.32 Program Payment – The maximum amount by procedure listed for Covered Dental Care Services for which a Qualified Grantee may invoice the Department under the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.33 QI-1 – Qualifying Individual – Individuals must apply every year; does not qualify for any Health First Colorado pays Part B premiums only.
- 1.1.34 QMB – Qualified Medicare Beneficiary – Health First Colorado pays for some or all of Medicare Part A premiums, Part B premiums, Medicare deductibles, co-insurance, and co-pays.
- 1.1.35 QMB Dual Eligible (Medicare/Health First Colorado) – Qualified Medicare Beneficiary Dual Eligible - 65 years or older, or disabled, status under Social Security or Railroad Retirement assistance with Medicare premiums and out of pocket Health First Colorado expenses.
- 1.1.36 Qualified Grantee – An entity that can demonstrate it can provide or Arrange For the provision of Covered Dental Care Services and may include but is not limited to:
  - 1.1.36.1 An Area Agency on Aging, as defined in section 26-11-201, C.R.S. (2014);
  - 1.1.36.2 A community-based organization or foundation;
  - 1.1.36.3 A Federal Qualified Health Center, safety-net clinic, or health district;
  - 1.1.36.4 A local public health agency; or
  - 1.1.36.5 A private dental practice.
- 1.1.37 Qualified Provider – A licensed dentist or dental hygienist in good standing in Colorado or a person who employs a licensed dentist or dental hygienist in good standing in Colorado and who is willing to accept reimbursement for Covered Dental Services. A Qualified

Provider may also be a Qualified Grantee if the person meets the qualifications of a Qualified Grantee.

- 1.1.38 Senior Dental Advisory Committee (DAC) – The advisory committee established pursuant to section 25.5-3-406, C.R.S. (2018).
- 1.1.39 Senior Dental Grant Program – Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.40 SharePoint – A cloud-based service used by the Department to send and receive files and invoices securely.
- 1.1.41 SLMB – Specified Low-Income Medicare Beneficiary – Age 65 or older or disabled, limited financial resources and income, Health First Colorado pays Part B premiums only.
- 1.1.42 State Confidential Information – Any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PHI, PII, Tax Information and State personnel records not subject to disclosure under CORA.
- 1.1.43 State Fiscal Rules – The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- 1.1.44 State Fiscal Year or SFY – A twelve-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

## **2.0 GENERAL REQUIREMENTS**

- 2.1 The Qualified Grantee shall comply with all program rules stipulated in 10 CCR 2505-10, Section 8.960 and any policy directives by the Department.
- 2.2 The Qualified Grantee shall direct seniors to apply for dental and oral health coverage through Health First Colorado or the OAP Health and Medical Care Fund if they do not qualify for the Senior Dental Grant Program.
- 2.3 The Qualified Grantee shall only use Senior Dental Grant Program funds to provide dental services to adults who are 60 years of age or older, who are at or below 250% of the most current Federal Poverty Level guidelines, who are Colorado residents, who do not qualify for Health First Colorado or the OAP Health and Medical Care Program, and who do not have private dental coverage.
- 2.4 The Qualified Grantee shall provide the Department with a list of all Qualified Providers within ten (10) business days of beginning of this Contract.
- 2.5 The Qualified Grantee shall notify the Department of any changes in the Qualified Providers throughout the term of this Contract within ten (10) business day of the change.
- 2.6 The Qualified Grantee shall notify the Department immediately if any Qualified Provider licensed to practice dentistry in Colorado, that accepts funds from the Senior Dental Grant Program, is no longer licensed in good standing with the Colorado Dental Board.
- 2.7 The Qualified Grantee shall not invoice the Department more than the Max Allowable Fee per procedure listed in the Covered Dental Care Services for the Senior Dental Grant Program.

- 2.8 The Qualified Grantee shall not invoice the Department for any dental procedures that are not listed in the Covered Dental Services for the Senior Dental Program.
- 2.9 The Qualified Grantee shall not ask the Qualified Senior to pay more than the Max Patient Co-Pay listed in the Covered Dental Services for the Senior Dental Grant Program.
- 2.10 The Qualified Grantee shall not invoice the Department prior to any dental services being performed and completed.
- 2.11 The Qualified Grantee shall not invoice the Department for more than seven percent (7%) of the invoice amount for administrative purposes.
- 2.12 The Qualified Grantee shall not invoice the Department for services covered by Health First Colorado, OAP, or any other oral health benefit.
- 2.13 The Qualified Grantee shall not surpass the Senior Dental Program's Awarded amount without first obtaining written permission from the Department.
- 2.14 The Qualified Grantee shall distribute grant funds to Qualified Providers in their service area or directly provided Covered Dental Care Services to Eligible Seniors in their service area.
  - 2.14.1 If the Qualified Grantee and/or the Qualified Provider has an NPI number, they shall bill the MAP for dental procedures covered by the MAP prior to seeking payment from the Department.
  - 2.14.2 The Senior Dental Grant Program is secondary to the MAP dental coverage.
  - 2.14.3 Qualified Grantees shall not bill the Department for any procedures covered by MAPs that have been billed and paid by the MAP.
- 2.15 The Qualified Grantee shall not submit duplicate invoices and/or procedures to the Department.
- 2.16 The Qualified Grantee shall identify and provide outreach to Eligible Seniors and Qualified Providers.
- 2.17 If the Qualified Grantee is unable to contact an Eligible Senior for delivery of a denture created under the Senior Dental Program, the Qualified Grantee may receive partial reimbursement.
  - 2.17.1 The Qualified Grantee may submit an invoice from the prosthodontic laboratory along with the denture to the Department to the attention of the Senior Dental Program Administrator.
  - 2.17.2 If the Eligible Senior is deceased, the denture does not need to be sent to the Department if a death certificate or other evidence of death is provided with the lab's invoice.
  - 2.17.3 The Qualified Grantee may be reimbursed the amount of the prosthodontic laboratory invoice or the Senior Dental Program's fee schedule, whichever is less.
- 2.18 The Qualified Grantee shall demonstrate collaboration with community-based organizations in its annual report. The Qualified Grantee shall achieve this collaboration by documenting, at a minimum, the following:
  - 2.181 Exchanging ideas and information with community-based organizations in the effort to reach out to Eligible Seniors.
  - 2.182 Have regular short-term milestones.

- 2.183 Focus on underlying causes if there is low participation of Eligible Seniors in the Senior Dental Program.
- 2.184 Have clear goals and strategies to create and maintain a collaborative environment.
- 2.185 Have clear values to identify risks.
- 2.186 Have an ethics policy in place to deal with any conflict of interests that may arise.
- 2.187 Listing lessons learned in the collaborative relationship and what changes may be made in the future to increase the number of seniors served under this Contract.
- 2.19 The Qualified Grantee shall ensure that Eligible Seniors receive Covered Dental Care Services efficiently without duplication of services.
- 2.20 The Qualified Grantee shall maintain records for a minimum of six (6) years that includes but is not limited to:
  - 2.20.1 Names of Eligible Seniors;
  - 2.20.2 Eligible Seniors' documentation showing date of birth;
  - 2.20.3 Date(s) of service;
  - 2.20.4 Dental service(s) provided;
  - 2.20.5 Qualified Provider performing the dental services;
  - 2.20.6 Tooth numbers, surfaces, and quadrants;
  - 2.20.7 Co-payments received from Eligible Seniors for said dental services;
  - 2.20.8 Eligible Seniors proof of income or statement showing the Eligible Senior self-declared;
  - 2.20.9 Amount invoiced to the Department for said services; and
  - 2.20.10 If the Eligible Senior was also covered by Medicaid or MAP dental.
- 2.21 Eligible Senior's documentation showing lawful presence in the state of Colorado and a signed Senior Dental Program lawful presence affidavit form prior to July 1, 2022.
- 2.22 The Qualified Grantee shall invoice the Department using the authorized Excel format of the Department's choosing.
- 2.23 The Qualified Grantee shall provide copies of any supporting documentation to the Department upon request of the Department and without charge.
- 2.24 The Qualified Grantee shall provide primary and secondary point of contact information that includes, at a minimum, the following: Name, phone number, and email address.
- 2.25 The Qualified Grantee shall notify the Department immediately of any changes in contact's name, phone numbers, or emails.
- 2.26 The Qualified Grantee shall respond to all telephone calls, voicemails and e-mail inquiries from the Department within one (1) business day.
- 2.27 The Qualified Grantee shall enable all Qualified Grantee staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems.

### **3.0 IDENTIFYING ELIGIBLE SENIORS AND PRIORITIZING CARE**

- 3.1 The Qualified Grantee shall identify Eligible Seniors. This shall include, at a minimum, all the following:
- 3.1.1 Use existing income determinations, create a specific income determination for the Senior Dental Grant Program, or Eligible Seniors may self-declare current income.
  - 3.1.2 Perform reasonable screening to determine eligibility for Health First Colorado or the OAP Health and Medical Care Program.
  - 3.1.3 Obtain denial letters if the senior appears to be categorically eligible for Health First Colorado or any other public health program.
  - 3.1.4 Review original and obtain copies of the reviewed documentation that the potentially Eligible Senior is a resident of the state of Colorado.
  - 3.1.5 Retaining all above documents in the Eligible Seniors file for a minimum of six (6) years as described above in part 2.19.
- 3.2 Prioritize Covered Dental Services for Eligible Seniors most in need of dental care.

### **4.0 INVOICING**

- 4.1 The Qualified Grantee shall provide the monthly invoice by the 15<sup>th</sup> of the following month. If the 15<sup>th</sup> is not a business day, the invoice shall be due the previous business day to receive payment from the Department within thirty (30) business days after the due date. The due dates for FY2022-23 are as follows:

<b>INVOICE MONTH</b>	<b>DUE DATE</b>
July 2022	August 15, 2022
August 2022	September 15, 2022
September 2022	October 14, 2022
October 2022	November 15, 2022
November 2022	December 15, 2022
December 2022	January 13, 2023
January 2023	February 15, 2023
February 2023	March 15, 2023
March 2023	April 14, 2023
April 2023	May 15, 2023
May 2023	June 15, 2023
June 2023	July 14, 2023

- 4.2 If the monthly invoice is submitted and all fields are not completed acceptably, the invoice may be rejected, and the Qualified Grantee will be informed by the Department. If this

should occur the Department will pay the Qualified Grantee within sixty (60) business days of the date of the corrected invoice.

- 4.3 The Department will pay no more than the Program Payment for Covered Dental Care Services.
- 4.4 It is the judgement of the Qualified Grantee whether to charge the Eligible Senior a co-payment. If an Eligible Senior is charged a co-payment the Qualified Grantee shall not exceed the Max Patient Co-Pay amount.
- 4.5 Covered Dental Care Services must be provided prior to submitting an invoice for that Eligible Senior.
- 4.6 No Qualified Provider should be informed by the Qualified Grantee that a treatment plan that leads into the following State Fiscal Year will be paid by the Department as the Senior Dental Grant Program is contingent upon appropriation by the General Assembly and is subject to available funding.
- 4.7 Invoices indicating more than seven percent (7%) administrative purposes of the amount being paid will be rejected and the terms listed in 4.2 will apply.
- 4.8 Invoices will be submitted to the Department via SharePoint only.

## **5.0 ANNUAL REPORTING**

- 5.1 The Qualified Grantee shall submit a Senior Dental Grant Program Annual Report to the Department no later than September 1<sup>st</sup> and annually thereafter. If the due date falls on a non-workday for the Department, the annual report will be due the previous workday.
- 5.2 The Annual Report shall be in a format specified by the Department and will include information for the July 1 through June 30 grant period.
- 5.3 The Annual Report shall include, at the minimum, the following information:
  - 5.3.1 The total number of Eligible Seniors served.
  - 5.3.2 The categories of Covered Dental Services provided.
  - 5.3.3 An itemization of Senior Dental Grant Program administrative expenditures.
  - 5.3.4 Any problems encountered;
  - 5.3.5 The total amount billed and paid by Medicare or MAP dental plans; and
  - 5.3.6 Any other information deemed relevant by the Department.

## **6.0 AUDITS OF QUALIFIED GRANTEE PERFORMANCE**

- 6.1 Auditing files.
  - 6.1.1 Random audits may occur at any time and may occur up to four (4) times per year. If the audit is not on-site, the Qualified Grantee will have thirty (30) business days to send the client's file to the Department.
  - 6.1.2 If the files do not reach the Department within thirty (30) business days refer to 6.3.

- 6.1.3 A report of the findings will be sent to the Qualified Grantee and a copy will also be put in the Qualified Grantee's file at the Department.
- 6.2 If the Department receives any complaints regarding the mistreatment of an Eligible Senior, the Eligible Senior will be instructed to file a complaint with the Department of Regulatory Agencies. If the complaint proves to be factual refer to 6.3.
- 6.3 If the Department discovers that the Qualified Grantee has not complied with any requirements of this Contract with the Department the following, at a minimum, will ensue:
  - 6.3.1 The Qualified Grantee will receive a written corrective action for the first offense and a corrective action plan must be submitted to the Department within ten (10) business days of notification of the corrective action.
  - 6.3.2 If a second offense occurs the Qualified Grantee will be terminated from the Senior Dental Grant Program and all remaining awarded grant monies will be revoked.
- 6.4 If the Grantee terminates from the Senior Dental Program, the Grantee must submit all required information requested by the Department for future audits that include the fiscal years the Grantee was part of the Senior Dental Program.

## **7.0 CONFLICTS OF INTEREST**

### **7.1 Actual Conflicts of Interest**

Contractor shall not engage in any business, activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor's or Subcontractor's employee, officer, or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

### **7.2 Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

### **7.3 Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

## **8.0 INDEMNIFICATION**

### **8.1 General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, third-party contracts, or assignees in connection with this Contract.

- 8.2 Any Qualified Grantees that are publicly funded are exempt from 8.1 and Exhibit A, sections 2. A. and 2.e.

## **9.0 COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)**

### **9.1 CONTROLLER APPROVAL. C.R.S. §24-30-202(1)**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

### **9.2 FUND AVAILABILITY. C.R.S. §24-30-202(5.5)**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.

### **9.3 GOVERNMENTAL IMMUNITY**

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

### **9.4 INDEPENDENT QUALIFIED GRANTEE**

Grantees shall perform its duties hereunder as a Grantee and not as an employee. Neither Grantee nor any agent or employee of the Grantee shall be deemed to be an agent or employee of the State. Grantees and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to grantees and its employees and agents only if such coverage is made available to Grantee or a third party. Grantees shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantees shall (i) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

### **9.5 COMPLIANCE WITH LAW**

Grantees shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitations, laws applicable to discrimination and unfair employment practices.

### **9.6 VENDOR OFFSET. C.R.S. §§24-30-202(1) AND 24-30-202.4**

[Not applicable to intergovernmental agreements] Subject to C.R.S. §24-30-202.4(3.5), the State Controller may withhold payment under the States vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, *et seq.*; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

#### 9.7 PUBLIC CONTRACTS FOR SERVICES. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency within three (3) days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-101, *et seq.*, the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Grantee shall be liable for damages.

#### 9.8 PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. §24-76.5-101, *et seq.*

Grantees, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. §24-76.5-101, *et seq.*, and (iii) has produced one form of identification required by C.R.S. §24-76.5-103, prior to the Effective Date of this Contract.

**10.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).**

- 10.1 Federal law and regulations governing the privacy of certain health information requires a business associate contract between the Department and the contractor. 45 C.F.R. § 164.504(E). Attached hereto and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon the execution of this contract and shall remain in effect during the term of the contract including any extensions.

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p align="center"><b>CONTRACTOR</b> <b>Gunnison County Department of Health and Human Services</b></p> <p>DocuSigned by: <i>Brad Wheaton</i> 03F50F4F1E1B4EE... <b>*Signature</b></p> <p><b>Date:</b> <u>5/24/2022</u></p> <p><b>By:</b> <u>Brad wheaton</u></p>	<p align="center"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: <i>Nancy Dolson</i> DED8F9CBA3FC4DE... <b>By: Kim Bimestefer, Executive Director</b></p> <p>Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p><b>Date:</b> <u>5/24/2022</u></p>
<p><b>Title:</b> <u>Deputy Director</u></p>	<p align="center"><b>LEGAL REVIEW</b> <b>Phil Weiser, Attorney General</b></p> <p><b>By:</b> _____ Signature - Assistant Attorney General</p> <p><b>Date:</b> _____</p>

In accordance with CRS §24-30-202, this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:  
*Greg Tanner*  
By: \_\_\_\_\_  
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Department of Health Care Policy and Financing

**Date:** 5/24/2022

## EXHIBIT A, HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor. For purposes of this Addendum, the State is referred to as “Department”, “Covered Entity” or “CE” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”)/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

The parties agree as follows:

1. Definitions.

- a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

- b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created, received, maintained or transmitted by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

d. “Subcontractor” shall mean a third party to whom Associate delegates a function, activity, or service that involves CE’s Protected Information, in order to carry out the responsibilities of this Agreement.

## 2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate agrees to defend and indemnify the Department against third party claims arising from Associate’s breach of this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within five (5) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule, at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of its

safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. Associate and its agents or Subcontractors shall make available to CE, within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request, forward it to CE in writing. It shall be CE's

responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or Subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(c) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within five (5) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Protected Information and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or Subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to this Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

### 4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause,

if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement, then CE shall take reasonable steps to cure such breach or end such violation. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall terminate the Contract, if feasible. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate, or its agents or Subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the Protected Information, Associate shall certify in writing to CE that such Protected Information has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract or the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE, up to a maximum of thirty (30) hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, in which the actions of Associate are at issue, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third-Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(c) ("Effect of Termination") and Section 12 ("No Third-Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor and is effective as of the date of the Contract (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

"No Additional Permitted Uses" or type in additional permitted uses

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

"No additional permitted disclosures" or type any additional permitted disclosures.

3. **Subcontractor(s)**. **The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:**

"No subcontractors" or type the names of any subcontractors that will receive Protected Information.

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows and Associate's obligations under the Addendum shall commence with respect to such Protected Information upon such receipt:

Upon receipt of PHI from the Department.

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

"No additional restrictions on Use of Data" or type any additional restrictions.

6. **Additional Terms**. **This may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security or privacy specifications, de-identification/re-identification of data, etc.**

"No additional terms" or type any additional terms.

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

**Agenda Item:** Early Milestones Colorado, Circle Grant Program Be

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Early Milestones

**Term Begins:** 7/1/2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

Department of HHS would like to receive \$125,000 in funding from Early Milestones for the Early Childhood Council to improve early childhood workforce retention.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

**Finance Review:**

Required

Not Required

**Comments:**

This new grant will be added to the budget.

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/13/2022

**County Attorney Review:**

Required

Not Required

**Comments:**

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/28/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

**Comments:**

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 8/2/2022



## CIRCLE GRANT PROGRAM BENEFICIARY CONTRACT

### SIGNATURE AND COVER PAGES

<p><b>THIS CIRCLE FUNDS BENEFICIARY CONTRACT</b> (this "<u>Contract</u>") is made as of 07/01/2022 "<u>Effective Date</u>") between <b>Early Milestones Colorado</b>, a Colorado nonprofit corporation exempt from taxation under § 501(c)(3) of the Internal Revenue Code ("<u>Milestones</u>"), and <b>Gunnison Hinsdale Early Childhood Council</b> ("<u>Grantee</u>"). Milestones and Grantee are collectively referred to herein as the "<u>Parties</u>" and each as a "<u>Party</u>."</p>	
<p><b>Contract Maximum Amount and Pricing/Funding</b>                  Total Maximum Amount: \$ 125,000.00                  Price Structure: Cost Reimbursement</p> <p>Grantee shall submit reimbursement request: At least Quarterly, no more than Monthly</p> <p>Fund Source: <b>Child Care Supplemental Funds under the Coronavirus Response and Relief Supplemental Act (CRRSA), 2101COCCC5, CFDA 93.575</b></p>	<p><b>Contract Performance Beginning Date</b>                  July 1, 2022</p> <p><b>Contract Expiration Date</b>                  June 30, 2023</p>
<p><b>Milestones Representative</b>                  Jennifer Stedron, Executive Director                  Early Milestones Colorado                  1536 Wynkoop Street, Suite 90                  Denver, CO 80202</p> <p><b>Fiscal Representative</b>                  Jennifer Nash, Director of Operations  <a href="mailto:jnash@earlymilestones.org">jnash@earlymilestones.org</a>                  720-464-0359</p>	<p><b>Grantee Representative</b>                  Matthew Birnie, County Manager                  Gunnison Hinsdale Early Childhood Council                  220 N. Spruce Street                  Gunnison, 81230 #Colorado  <a href="mailto:mbirnie@gunnisoncounty.org">mbirnie@gunnisoncounty.org</a>                  (970) 641-3244</p>

**GRANT DETAILS**

Grant Number: O-2120

Project Name: Gunnison Hinsdale Early Childhood Council - CIRCLE Project

Amount Awarded: \$ 125,000.00

**Exhibits**

The following Exhibits are attached and incorporated into this Contract:

Exhibit A - Approved Budget

**SIGNATURE PAGE BEGINS ON NEXT PAGE**

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<b>GRANTEE</b>	<b>EARLY MILESTONES COLORADO</b>
<p>Gunnison Hinsdale Early Childhood Council</p> <p>Signature</p> <p>By: (Print Name and Title)</p> <p>Date:</p>	 <p>By: <u>Jennifer Stedron, Executive Director</u></p> <p>Date: 07/28/2022</p>

**-- SIGNATURE AND COVER PAGES END --**

## CIRCLE GRANT PROGRAM BENEFICIARY CONTRACT

In consideration of the terms and conditions of this Contract, and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.** The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date ("Beginning Date") shown on the Signature and Cover Pages for this Contract shall terminate on the Initial Contract Expiration Date ("End Date") shown on the Signature and Cover Pages for this Contract unless sooner terminated in accordance with the terms of Section 19. Milestones shall have no obligation to pay Grantee for any expense incurred before the Beginning Date or after the End Date.
2. **Statement Of Work.** Grantee shall complete the Project as described in this Contract and in accordance with the provisions of the Exhibits attached hereto (which are collectively referred to hereunder as the "Contract"), each of which are incorporated herein by reference. Milestones shall have no obligation to compensate Grantee for any services, projects, items, or otherwise that are not specifically set forth in this Contract.
3. **Tax Status of Grantee.** Grantee shall be either (i) a licensed child care provider, including family child care homes, child care centers, or school-based child care program; (ii) a provider that is considered "qualified exempt" under the Colorado Child Care Assistance Program; or (iii) a governmental unit or an organization that provides child care services and as described in section 501(c)(3) of the Internal Revenue Code (the "Code") and is not a "private foundation" within the meaning of section 509(a) of the Code. Grantee will notify Milestones immediately of any change in, or IRS proposed or actually revocation of, such tax status or of any revocation, suspension, or change to Grantee's child care license.
4. **Payments to Grantee.**
  - A. Payments to Grantee are limited to the unpaid, obligated balance of the amounts awarded as set forth on the Cover Page of this Contract (the "Grant"). Milestones shall not reimburse Grantee for any amount under this Contract that exceeds the Contract Maximum for that Term shown on the Signature and Cover Pages for this Contract, or for any amounts that are not specifically set forth in the Statement of Work.

- B. The Grantee shall submit a fully executed W-9 form prior to receiving the first payment.
- C. Grantee may elect to have an advance up to 20% of the Grant released upon receipt of the signed Contract and completion of enrollment in e-payment system Bill.com.
- D. This is a cost-reimbursement grant. After the optional advance up to 20%, Grantee will only receive additional funds after Grantee has submitted receipts of expenditures that align with the final approved budget ("Budget") and the Statement of Work. Grantee is required to submit receipts for expenditures before Grant funds will be disbursed. Grantee is required to show receipts for all expenditures through the Term of this Contract. If expenditures are found to not be in alignment with the Budget and the Statement of Work, they will not be approved for reimbursement.
- E. All Grant funds must be electronically deposited into a bank account in the name of the business. Payments to personal accounts are not allowed.
- F. Reimbursement requests must be submitted at least once per quarter, not to exceed once per month. Reimbursement requests must be submitted through an online request form. Requests will be paid electronically through the secure online bill pay system bill.com.
- G. Grant funds must be expended during the Term. However, the final day to submit a reimbursement request for the Term is June 15, 2023. Any reimbursement requests submitted after June 15, 2023, may not be reimbursable under this Contract.
- H. Milestones shall pay each reimbursement request within 45 days following Milestones' receipt and acceptance of that request, so long as the amount requested is in compliance with this Contract and correctly represents work completed by Grantee and previously accepted by Milestones during the term that the request covers.

5. **Available Funds-Contingency-Termination.** Federal funds constitute all or some of the Grant funds. Milestones' obligation to pay Grantee shall be contingent upon such funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from the applicable federal award ("Contract Fund"), and Milestones' liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, Federal, or other funds are not appropriated, or otherwise become unavailable to fund this Contract, Milestones may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. Milestones shall, however, remain obligated to reimburse Grantee for the expenses actually incurred prior to the effective date of notice of termination.
6. **Erroneous Payments.** Milestones may recover, at Milestones' discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. Milestones may recover such payments by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants, or agreements between Milestones and Grantee, or by any other appropriate method for collecting debts owed to Milestones.
7. **Use of Grant Funds/Unexpended Grant Funds.** Grantee will use the Grant funds (including any income earned from the investment of the Grant funds) only for the specified purpose of the Project and in accordance with the Budget and Statement of Work. Grantee will not use the Grant funds for any purpose or in any fashion that is prohibited by law. Grantee will not use Grant funds for lobbying efforts or sectarian activities. Grantee must notify Milestones immediately in the event of (i) its inability to expend the Grant funds for the specified charitable purposes, or (ii) any expenditure from the Grant funds for any purpose other than the specified charitable purposes. Any unexpended Grant funds, and the amount of any expenditure from Grant funds for any purpose other than the specified purposes of the Statement of Work, must be paid immediately to Milestones. Additionally, any portion of the Grant Funds unexpended at the completion of the Term, or upon the completion of the activities for which the Grant was intended, or upon termination by Milestones of its obligations under this Contract must be repaid to Milestones by Grantee within 30 days of such completion or termination and accompanied by a full and complete accounting.
8. **Reversion of Grant Funds.** Milestones reserves the right to discontinue, modify, or withhold any payments to be made under this Grant contract or to require a total or partial refund of any Grant funds, if, in Milestones' sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Contract; (ii) in the event Grantee loses its tax-exempt status as an organization described in section 501(c)(3) of the Code; (iii) if Grantee's child care license is suspended or revoked; (iv) to protect the purpose and objectives of the Grant or any

other charitable activities of Milestones; or (v) to comply with any law or regulation applicable to Grantee or to Milestones.

9. **No Political Activities.** In performing this contract and in recognition of Milestones' status as a § 501(c)(3) organization, Grantee will not use any portion of the funds to: (1) carry on propaganda, or otherwise attempt to influence legislation, or (2) participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office, except that nothing in this Paragraph 9 shall be construed as to prohibit the Grantee's elected and appointed officials from engaging in such activities so long as no grant funds are employed by such officials. Grantee agrees that if Grantee has failed to adequately adhere to Milestones' prohibition against such activities, Milestones may terminate this contract as set forth below.
10. **Budget Modifications.** Expenditures of Grant funds must adhere to the specific line items in the final Budget submitted by Grantee. Changes to individual line items (increases and decreases) that are greater than 25% of that line item or greater than \$5,000 must be approved in advance and in writing by Milestones.
11. **Records.** Grantee will maintain accurate accounting records related to the expenditure of the Grant funds and will keep such accounting records for at least three years after the Grant period ends. Grantee will provide promptly such additional information and documents as requested by Milestones.
12. **Reports.** Grantee will submit interim and final reports to Milestones. Grantees will be provided sufficient notice of reports and will be provided a template for reporting. All reports must be submitted online. Grantee will also provide any other information reasonably requested by Milestones. Grantee will keep copies of reports submitted to Milestones for at least three years after the Grant period ends. Grantee shall maintain adequate books and records in a manner consistent with the accounting and professional standards ordinarily followed within Grantee's industry.
13. **Publicity.** Milestones encourages Grantee to publicize information concerning the Grant in newsletters, annual reports, and other relevant publications; however, Grantee must first obtain Milestones approval of the text of any such proposed written publication prior to distribution. Milestones may include information regarding this Grant in any written materials produced by Milestones, including on the Milestones website. Written publications or audiovisual media must include the following disclaimer: *This [publication or project] was made possible by time-limited federal stimulus funding awarded to Colorado. Its contents are solely the responsibility of the authors*

*and do not necessarily represent the official view of Early Milestones Colorado, the Colorado Department of Early Childhood, or the United States Department of Health and Human Services, Administration for Children and Families.”*

14. **Copyrights.** Any written documents reporting the results of, or produced by the expenditure of, the Grant funds may be copyrighted by Grantee, or by the author thereof, in accordance with the policies of Grantee; however, Milestones reserves a royalty-free license to use such documents.
15. **Compliance With Applicable Federal, State and Local Laws.** Grantee and its subcontractors, employees, agents, members, officers, directors, and volunteers shall perform all services in full compliance with all applicable laws, rules, regulations, and codes of the United States, State of Colorado, and with the municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed whether or not specifically referenced herein. Additionally, if additional conditions are lawfully imposed by the federal, state, or local law, executive order, rules and regulations, or other written policy, Grantee will comply with all such additional conditions upon notice from Milestones identifying said terms and conditions with reasonable particularity. If Grantee is unable or unwilling to accept any such conditions concerning the administration of this Contract, Milestones may withhold payment to Grantee of any unearned funds. If Milestones withholds payment for this reason, Milestones shall advise Grantee and specify the actions that must be taken as a condition precedent to the resumption of payments.
16. **Inspections and Grant Oversight.** Milestones may, at its own expense and upon reasonable notice, monitor and conduct an evaluation of the operations, programs, or projects funded by the Grant, which may include site visits by its representatives and discussions with Grantee’s personnel, for at least three years after Grantee’s completion of use of such Grant funds. Grantee shall cooperate with such monitoring and evaluations by Milestones.
17. **Confidentiality.** Grantee acknowledges that in the performance of this Agreement, Grantee may have access to information that is private or confidential to Milestones or the clients, children, and families its serves. To the extent permitted by law, including but not limited to the Colorado Open Records Act, Grantee agrees not to disclose any such information (the “Confidential Information”) to any third party without the specific written authorization of Milestones, regardless of the form or format in which, or means by which, Grantee becomes aware of such information. For the purposes of this Agreement, Confidential Information shall not include information that is in the public domain unrelated to actions by Grantee or information that Grantee has obtained in good faith from legal sources other than Milestones. Grantee agrees to take whatever measures are reasonably necessary to ensure that the employees, independent Beneficiaries, and agents of Grantee are personally bound to maintain the Confidential Information in the same manner as Grantee.

## 18. Termination.

- A. Either party may terminate this Agreement upon 5 days' prior written notice.
- B. If Grantee is in breach of any of the provisions of this Agreement, Milestones may terminate this Agreement immediately by giving written notice to Grantee and, in addition to its other remedies, may cease further Payments.
- C. Milestones may terminate this Agreement at any time if it determines that continuation of the Agreement could jeopardize its status as an organization described in Section 501(c)(3) of the Internal Revenue Code.
- D. Milestones may terminate this Agreement immediately upon the loss of any federal, state, or other funding.
- E. This Agreement will terminate automatically upon the bankruptcy or insolvency of either party.

19. **Duties upon Termination.** If Grantee's services are terminated, postponed, or revised for any reason, Grantee shall be paid for that portion of the work completed at the time of notice of such action. Upon termination, Grantee must return any portion of the Grant advanced to Grantee and for which work has not been completed at the time of termination of this Agreement. Grantee agrees, to the extent Grantee possesses any files, data, or information relating in any way to Organization or its business on any personal computer or other device or account, Grantee will return to Organization and then delete those files, data, or information (and will retain no copies in any form). Grantee also will return all other Organization property in any form prior to the last date of performing Services under this Agreement.

20. **Indemnification.** To the extent allowed by law, Grantee agrees to indemnify and hold harmless Milestones and its officers, directors, employees, and agents (each, an "Organization Indemnitee") from and against any and all claims, losses, liabilities, expenses, and costs (including attorneys'

fees and litigation expenses), which the Organization Indemnitees may incur as a result from any act or failure to act by the Grantee or any of its employees or agents under this Agreement, including any breach or threatened breach of any of the representations and warranties made by Grantee under this Agreement, provided that nothing in this paragraph 21 shall be deemed a waiver by Grantee of any limits on liability or protections provided by law, including the Colorado Governmental Immunity Act, C.R.S., Section 24-10-101, *et seq.*

**21. Insurance.** Grantee represents that it carries, and during the term of this Contract will continue to carry, insurance as required by the laws of the State of Colorado such as Worker's Compensation Insurance and commercial general liability, automobile insurance, professional liability insurance if professional services are part of the Project, and such other insurance as meets the highest standards of Grantee's business and that is sufficient to cover Grantee's potential liabilities under this Agreement.

**22. Representations and Warranties.**

-

A. *Compliance With Laws.* Grantee represents and warrants that it will perform its obligations under this Agreement in a professional and diligent manner in accordance with all applicable laws and regulations.

B. Grantee will comply with the terms and conditions of this Contract, including all Exhibits, and will exercise full control over the Grant and use of the Grant funds.

C. *Authority.* Grantee represents and warrants to Organization that: Grantee has the full power, authority, and legal right to make and perform this Agreement and that this Agreement is a legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms.

**23. Nondiscrimination.** Grantee shall not: (i) discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions. Grantee shall not exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

**24. No Waiver of Government Immunity.** If Grantee is a governmental unit, nothing in this Agreement is,

or shall be construed to be, a waiver, in whole or in part, as a waiver by Grantee of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

**25. Miscellaneous.**

- A. *Entire Agreement.* This Agreement contains the entire Agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements or representations, written or oral, with respect to the subject matter hereof. Grantee expressly acknowledges that there have been no representations by Milestones regarding future agreements or engagements with Grantee.
  
- B. *Governing Law.* Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
  
- C. *Amendment.* This Agreement may be amended only in writing signed by both Parties.
  
- D. *No Assignment.* The rights and obligations of Grantee under this Agreement are personal to Grantee and shall not be assigned or transferred (including by operation of law) to any other person, firm, or corporation without the prior, written consent of Milestones.
  
- E. *Notices.* Any notices provided for or concerning this Agreement shall be in writing and be deemed effective upon receipt at the following addresses:

To Milestones:

Jennifer Nash  
Director of Operations  
1536 Wynkoop Street

Denver, CO 80202  
720.464.0359  
[jnash@earlymilestones.org](mailto:jnash@earlymilestones.org)

To Grantee:

Matthew Birnie, County Manager  
220 N. Spruce Street  
Gunnison, Colorado 81230  
mbirnie@gunnisoncounty.org  
(970) 641-3244

- F. *Waiver.* The waiver by one Party of a breach of any of the provisions of this Agreement by the other party does not operate as and may not be construed as a waiver of any subsequent breach of the same or any other provision by the other Party.
- G. *Severability.* If any provision of this Agreement is held illegal, invalid, or unenforceable, such holding shall not affect any other provision hereof. In the event any provision is held illegal, invalid, or unenforceable, such provision shall be limited so as to give effect to the intent of the Parties to the fullest extent permitted by applicable law.
- H. *No Partnership Agency or Third Part Beneficiaries.* Nothing contained in this Contract shall create or be deemed to create a partnership or agency between Milestones and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.
- I. *Survival of Terms.* All provisions which, by their terms, survive termination of this Contract shall survive termination of this Contract in full force and effect, including those requiring repayment of the Grant funds.

- J. *Counterparts*. This Agreement may be executed in two or more counterparts, all of which, in the aggregate, are one and the same instrument. Digital signatures and signatures transmitted by .pdf or Zoho Sign shall count as original signatures.

*[exhibits to follow]*

**EXHIBIT A**  
**APPROVED BUDGET**

**Link to approved budget:**

**<https://workdrive.zohoexternal.com/external/c3dbd5cb193f2499f525bcc5766848bf699cffb1f3354d55305e7e176bb0956f>**

**CIRCLE Grants: Budget Template**

<b>Applicant/Lead</b>	Gunnison-Hinsdale Early Childhood Council - Gunnison County Health and Human Services		
<b>Project Name:</b>	Elevate the Workforce		
<b>Contact Name:</b>	Lana Athey	<b>Email:</b>	<a href="mailto:lathey@gunnisoncounty.org">lathey@gunnisoncounty.org</a>
<b>Organization's</b>	Calendar Year		

**Table 1: Project Expenses (June 15, 2022 - June 30, 2023)**

Budget Category	Total	Narrative (Explain how costs were determined and how the budget aligns with
Personnel*	\$ 29,463	*Provide detailed justification in Table 2: Personnel table
Benefits & Taxes	\$ 6,086	Fringe benefits include Health Insurance, SSEC, MCARE, Retirement, holiday/Sick Pay for 2 Personnel ; SSEC, MCARE, Retirement, for QI Navigator/Coach & ECC outreach specialist
Supplies/Operating Expenses	\$ 2,000	Meeting supplies, meeting food, copies, office supplies, computer costs, gift cards
Travel/Mileage	\$ 1,500	Travel to ECCLA meetings & RMECC
Training/Professional Development/Conferences	\$ 1,451	GHECC Annual Conference - Local Professional Development
Advertising/Social Media/Videography	\$ 1,500	Social media/ Newspaper ads to highlight local EC workforce and importance of early childhood education.
Contractors/Consultants/Subcontracts to Partners*	\$ 47,000	*Provide detailed justification in Table 3: Contracts Table
Other Direct Costs (please specify)	\$ 15,000	Funds for Sick Leave Program
Other Direct Costs (please specify)	\$ 17,000	Funds for EC Credential Program
Other Direct Costs (please specify)	\$ 4,000	EC Educator Continuing Education Stipend match \$250/educator for completion of
Other Direct Costs (please specify)		
<b>Total Direct Costs</b>	<b>\$ 125,000</b>	
Indirect Costs (should not exceed a rate of 10% of direct costs)	\$ -	
<b>GRAND TOTAL REQUESTED</b>	<b>\$ 125,000</b>	

In the section below, please provide detail about the wages/salary for personnel to be funded with grant funds (Table 2); Enter budget justification for the employee or position title. Justification should address the role and expected contribution of budgeted personnel.

**Table 2: Personnel Detail (employees of lead agency)**

Position Title	Current Staff or To Be Hired	Annual Salary	% of Time on Project	Total Request	Narrative
GHECC Co-Coordinator	Current	\$66,019	14%	\$ 9,243	5 hours/week - stakeholder engagement, sick leave pay and EC credential stipend processing, planning and involvement in early childhood resource development meetings (12 additional hours for early childhood systems building work is supported through 2 other funding streams)
GHECC QI Coach & Navigator	Current	\$64,418	15%	\$ 9,663	6.0 hours/week (involvement and assistance in preparing for early childhood resource development planning meetings, assistance with data collection.
ECC Outreach	Current	\$45,178	10%	\$ 4,518	4.0 hours/week -involvement and assistance in preparing for early childhood resource development planning meetings, connecting with individuals interested in becoming a licensed provider or being employed at a local center. (5 additional hours for this work supported through another funding source)
Gunnison County DHHS Nurse	Current	\$80,538	8%	\$ 6,040	3 hours/week child care health consulting for disease control and prevention.
<b>Total Personnel</b>				<b>\$ 29,463</b>	

In the section below, please include detail about the subcontractors, consultants, or partners to be funded.

**Table 3: Contractor/Consultants/Partners**

Name of Contractor/Consultant/Partner (if available)	Total Request	Narrative
<i>EXAMPLE: XYZ Consultant</i>	\$ 5,000	To develop a strategic plan to engage stakeholders and the public around increased compensation for early educators
Olivia Reinhardt	\$ 3,000	Development of a series of videos highlighting our local early childhood workforce and early childhood programs
CB State of Mind	\$ 8,000	Mental health vouchers for early childhood educators- 5 Sessions for 16 individuals
Mountain Roots Food Project	\$ 36,000	40 CSA Shares for licensed early childhood centers
	\$ -	
	\$ -	
	\$ -	
<b>Total Contractor</b>	<b>\$ 47,000</b>	

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

**Agenda Item:** Name Change Proposal for Gunnison Watershed Weed C

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Asking for Board consideration to change the name of the Weed Program and the Weed Commission

**Fiscal Impact:**

**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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 8/2/2022

*Gunnison County Public Works  
195 Basin Park Drive  
Gunnison, CO 81230  
970-641-0044*

**TO:** Board of County Commissioners  
Matthew Birnie, County Manager

**DATE:** July 25, 2022

**FROM:** Marlene Crosby, Deputy County Manager/Public Works Director  
Jason Evanko, Program Coordinator

**SUBJECT:** Program Name Change

For a number of years, the Program Managers and the Weed Commission have been discussing a name change for the program. Initially, it was considered because it would present opportunities for grant applications that were not possible with the weed only designation.

However, since the legalization of marijuana the term “weed” has a new connotation that does not accurately reflect the mission of our program, and what we do on the ground.

A number of alternatives have been proposed, but there was concern that they might conflict with work being done by the sage-grouse coordinator, or cause conflict with other programs.

At the last Weed Commission meeting, where there were a large number of cooperators present, there was a good discussion about a new name. After that discussion we are proposing the following:

**For the Program:** Gunnison Basin Stewardship and Vegetation Management Program

**For the Commission:** Gunnison Basin Stewardship and Vegetation Management Commission

We would like the BOCC to consider this request to change our name to more accurately reflect the work we do in the Basin, and to allow us to apply for additional grants.

If the Board approves the name change we will work with the County Attorney’s office to make sure we are following the State law which mandated the formation of the program. We may not want to implement the name change until January 1, 2023 since we have existing intergovernmental agreements in place for the work being done this year.

Thank you



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

**Agenda Item:** Grant Opportunity; Safe Streets and Roads for All;

**Action Requested:** Motion

**Parties to the Agreement:** Colorado Department of Transportation/FHWA

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Grant opportunity for planning funds to improve intersections.

**Fiscal Impact:**

**Submitted by:** Martin Schmidt

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 8/2/2022

Safe Streets and Roads for All Grants >

[About Safe Streets and Roads for All Grants](#)

[Announcement](#)

[Webinar Series](#)

[How to Apply](#)

[Resources](#)

[FAQs](#)

Related Links

- [Bipartisan Infrastructure Law Technical Assistance and Local Support \(FHWA\)](#)
- [Complete Streets \(FHWA\)](#)
- [Countermeasures That Work \(NHTSA\)](#)
- [Local Road Safety Plans \(FHWA\)](#)
- [Our Roads, Our Safety \(FMCSA\)](#)
- [Proven Safety Countermeasures \(FHWA\)](#)
- [Zero Deaths – Saving Lives through a Safety Culture and a Safe System \(FHWA\)](#)

Related Documents

- [Notice of Funding Opportunity for the Safe Streets and Roads for All Discretionary Grant Opportunity](#)
- [USDOT National Roadway Safety Strategy](#)

## Safe Streets and Roads for All (SS4A) Grant Program

The [Bipartisan Infrastructure Law](#) (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years. In fiscal year 2022 (FY22), up to \$1 billion is available. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

The SS4A program supports Secretary of Transportation Pete Buttigieg's National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on our nation's roadways.



## FY22 Notice of Funding Opportunity is open, now through September 15, 2022

The [FY22 Notice of Funding Opportunity \(NOFO\)](#) for Safe Streets and Roads for All grants is live on [Grants.gov](#).

The deadline for applications is 5:00 p.m. EDT on September 15, 2022. For details, more information, and applicant guidance:

- [Review the NOFO](#)
- [Visit our "How to Apply" assistance page](#)
- [Attend a "How to Apply" webinar](#)

Award announcements are expected to be made by the end of calendar year 2022 or early 2023.

## Who is eligible to apply for grant funding?

- Metropolitan planning organizations;
- Counties, cities, towns, and transit agencies or other special districts that are subdivisions of a State;
- Federally recognized Tribal governments; and
- Multijurisdictional groups comprised of the above entities.

## Eligible activities

The following activities are eligible for the SS4A program:

- Develop or update a comprehensive safety action plan (Action Plan).
- Conduct planning, design, and development activities in support of an Action Plan.
- Carry out projects and strategies identified in an Action Plan.

There are two types of SS4A grants: Action Plan Grants and Implementation Grants.

## Action Plan Grant example activities

Communities can use Action Plan Grants to develop or complete an Action Plan or to conduct supplemental planning activities.

Below are illustrative examples of activities that could directly assist in the process of developing or updating an Action Plan by conducting outreach, data collection, analysis, and other related tasks:

- **Leadership commitment and goal setting** that includes a goal timeline for eliminating roadway fatalities and serious injuries.
- **Planning structure** through a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
- **Safety analysis** of the existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region.
- **Engagement and collaboration** with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback.
- **Equity considerations** developed through a plan using inclusive and representative processes.
- **Policy and process changes** that assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.
- **Strategy and project selections** that identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan.
- **Progress and transparency methods** that measure progress over time after an Action Plan is developed or updated, including outcome data.

## Supplemental planning example activities (must have an eligible Action Plan in place)

Supplemental Action Plan activities that support or enhance an existing Action Plan could include, but are not limited to:

- Additional analysis
- Expanded data collection and evaluation using integrated data
- Testing Action Plan concepts before project and strategy implementation
- Feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., paint, plastic bollards)
- Follow-up stakeholder engagement and collaboration
- Targeted equity assessments
- Progress report development
- Complementary planning efforts such as speed management plans, accessibility and transition plans, racial and health equity plans, and lighting management plans

## Implementation Grant example activities

Below are illustrative examples of activities that could be conducted as part of an Implementation Grant. This list is not intended to be exhaustive in nature and could include infrastructure, behavioral, and operational safety activities identified in an Action Plan:

- **Applying low-cost roadway safety treatments** system-wide, such as left- and right-turn lanes at intersections, centerline and shoulder rumble strips, wider edge lines, high-friction surface treatments, road diets, and better signage along high-crash urban and rural corridors.
- **Identifying and correcting common risks** across a network, such as improving pedestrian crosswalks by adding high-visibility pavement markings, lighting, and signage at transit stops, in a designated neighborhood, or along a busy public transportation route.
- **Transforming a roadway corridor** on a High-Injury Network into a Complete Street with safety improvements to control speed, separate users, and improve visibility, along with other measures that improve safety for all users.
- **Installing pedestrian safety enhancements and closing network gaps** with sidewalks, rectangular rapid-flashing beacons, signal improvements, and audible pedestrian signals for people walking, rolling, or using mobility assisted devices.
- **Working with community members in an identified problem area** to carry out quick-build street design changes informed by outreach and user input.
- **Supporting the development of bikeway networks** with bicycle lanes for different roadway volumes and speeds that are safe for people of all ages and abilities.

- **Carrying out speed management strategies** such as implementing traffic calming road design changes, addressing speed along key corridors through infrastructure, conducting education and outreach, setting appropriate speed limits, and making strategic use of speed safety cameras.
- **Creating safe routes to school and public transit services** through multiple activities that lead to people safely walking, biking, and rolling in underserved communities.
- **Promoting the adoption of innovative technologies or strategies to promote safety** and protect vulnerable road users in high-traffic areas where commercial motor vehicles (CMVs), pedestrians, bicyclists, motorcyclists, etc. interact.
- **Conducting education campaigns to accompany new or innovative infrastructure**, such as roundabouts, pedestrian hybrid beacons, or pedestrian-only zones.
- **Implementing standard and novel data collection and analysis technologies and strategies** to better understand vulnerable road user (pedestrian/bicycle/transit rider) network gaps and to collect exposure data.
- **Deploying advanced transportation technologies**, such as the installation of connected intersection-based safety solutions and vehicle-to-infrastructure (V2I) advisory speed limit systems (e.g., Intelligent Speed Assistance [ISA]).
- **Combating roadway departure crashes** through enhanced delineation, shoulder widening, rumble strips, and roadside safety improvements.
- **Evaluating and improving the safety of intersections** by considering innovative design changes, improved delineation, and advanced warning.
- **Improving first responder services** with improved crash data collection, formalizing street names and addressing, and enhancing emergency vehicle warning systems.
- **Unifying and integrating safety data across jurisdictions** where local agencies share their crash, roadway inventory, and traffic volume data to create an analytic data resource.

## Email Updates

To sign up for updates, please enter your contact information below.

\*Email Address

Submit

Last updated: Wednesday, May 25, 2022

U.S. DEPARTMENT OF TRANSPORTATION  
 1200 New Jersey Avenue, SE  
 Washington, DC 20590  
 855 348-4200



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

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**Agenda Item:** Public Hearing; Alley Vacation Request in the Town

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

**Parties to the Agreement:** Eli Pardini and Gunnison County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This request is for vacation of an alley in the Townsite.

**Fiscal Impact:**

**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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 8/2/2022

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**GUNNISON COUNTY PUBLIC WORKS DEPARTMENT**

---

195 Basin Park Drive  
Gunnison, CO 81230

**NOTICE OF PUBLIC HEARING**  
**REGARDING PETITION TO VACATE A CERTAIN ALLEY**  
**IN THE TOWNSITE OF IRWIN, COLORADO**

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Eli Pardini to vacate portions of a certain alley in the Townsite of Irwin, Colorado. The portions of the alley that the petitioner seeks to have vacated is described as follows:

A portion of the alley in Block 5 of the Townsite of Irwin, Gunnison County, Colorado, being more particularly described as follows: The alley between Lots 3, 4, 5 & 6, Block 4 of Lots 13-R & 16-R of the Pardini/Schieren Oliver Boundary Line Adjustment.

The public hearing will be held on August 2, 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.

Martin Schmidt  
Assistant County Manager-Public Works

Gunnison Country Times: Publish as a Legal Notice for the weeks of 7/11/22 and 7/18/22.

**Street Vacation Checklist  
Items from the Applicant  
Eli Pardini**

#1.	Signed Application Letter	<u>Yes</u>	No	N/A
	Proof of Ownership	<u>Yes</u>	No	N/A
	Location Map	<u>Yes</u>	No	N/A
#2	Identification of Area to be Vacated	<u>Yes</u>	No	N/A
	Narrative describing the area	<u>Yes</u>	No	N/A
	Shown on a map/plat/etc	<u>Yes</u>	No	N/A
#3.	Application Fees Paid	<u>Yes</u>	No	N/A
#4.	Certified Mail to Adjacent Property Owners (copies of receipts)	<u>Yes</u>	No	N/A
#5.	Survey of Property	<u>Yes</u>	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)	<u>Yes</u>	No	N/A
		County Website	<u>Yes</u>	No	N/A
		Notice to Utility Companies	<u>Yes</u>	No	N/A
		Notice to County Departments	<u>Yes</u>	No	N/A
#2	Compliance with <u>Road Standards</u>	Section 2.9.2			
2-1	Compliance with C.R.S. 43-2-301 et.seq		<u>Yes</u>	No	N/A
2-2	Consistency with comp plan		Yes	No	<u>N/A</u>
2-3	Restricts or makes difficult access to any parcel		Yes	<u>No</u>	N/A
2-4	Disruptive to existing travel modes <del>See Map labeled 3-4 for existing travel routes</del>		Yes	No	<u>N/A</u>
2-5	Changes conditions in traffic or development plans		Yes	No	<u>N/A</u>
2-6	Anticipates changes or conditions in traffic or developments		Yes	No	<u>N/A</u>
2-7	Adverse impacts to natural environment		Yes	<u>No</u>	N/A
2-8	Impacts to community needs		Yes	<u>No</u>	N/A

2-9	Impact on public health, safety or welfare	Yes	<u>No</u>	N/A
2-10	Conflicts with other established County roads or public Roads under County jurisdiction	Yes	<u>No</u>	N/A
2-11	Increased risk to emergency services personnel	Yes	<u>No</u>	N/A
2-12	Benefits outweigh detriments	<u>Yes</u>	No	N/A
2-13	Public Benefits (may include a benefit not on this list)			
	Lot Cluster	<u>Yes</u>	No	N/A
	OWTS build or improvement	<u>Yes</u>	No	N/A
	Increased safety of route	Yes	<u>No</u>	N/A
	Unbuildable route	Yes	<u>No</u>	N/A
	Unreasonable scar on landscape	Yes	<u>No</u>	N/A
2-14	Impacts on maintenance of structures deemed Necessary by the County	Yes	<u>No</u>	N/A

April 6, 2022

To whom it may concern:

**Applicant**

Eli Pardini  
PO Box 2867  
Crested Butte, CO 81224  
(845)270-9948

I am writing to request an Alley vacation in Block 5 of the Townsite of Irwin. This request is in conjunction with an application for a Boundary Line Adjustment (attached) and Lot Cluster (attached). The Boundary Line Adjustment will alleviate encroaching driveway between my property and the Schieren-Oliver property.

The portion of the alley requested to be vacated is not constructed and dead ends into property which I also will own, once the Boundary Line Adjustment is approved. Additionally, the portion of the alley requested to be vacated does not connect to the remaining platted Irwin Townsite to the west, as they are interrupted by the National Lode, which already has existing access. This request does not affect anyone's access to property and will help to create a more contiguous property. I intend to apply for a septic system permit this summer, and this Alley vacation will allow the septic system to be entirely on my property without crossing the platted, and not constructed, right-of-way.

**Legal Description**

A portion of the alley in Block 5 of the Townsite of Irwin, Gunnison County, Colorado, being more particularly described as follows:  
The northeasterly half of 9th Street, adjacent to Lots 12 & 13, Block 4;  
The alley between Lots 3, 4, 5 & 6, Block 4 and Lots 13-R & 16-R of the Pardini/Schieren Oliver Boundary Line Adjustment;

I look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink on a light-colored background. The signature is cursive and appears to read "Eli Pardini".

Eli Pardini

Gunnison County, CO  
10/8/2021 3:27:26 PM  
432

680022  
Page 1 of 2  
R 45.50 D 27.50



### WARRANTY DEED

**THIS DEED** is dated 10/6, 2021, and is made between **Scott E. Gates**, the "Grantor," of the County of Gunnison, and State of Colorado, and **Eli J. Pardini and Karen Pardini**, the "Grantees," whose legal address is 195 10<sup>th</sup> Street; PO Box 2867, Crested Butte, of the County of Gunnison and State of Colorado.

**WITNESS**, that the Grantor, for and in consideration of the sum of Two Hundred Seventy Five Thousand Dollars and Zero Cents, (\$275,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with any improvements thereon, located in the County of Gunnison and State of Colorado, described as follows:

Lots 3, 5, 6, 13 and 16, Block 5, Town of Irwin, according to the plat thereof recorded September 6, 1894, bearing Reception No. 70551, County of Gunnison, State of Colorado.

also known by street address as: 195 10<sup>th</sup> Street, Irwin, Colorado 81224  
and assessor's schedule or parcel number: 3253-030-03-003 and 3253-030-03-001

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, 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 Grantees and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantees, and the Grantees' heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and 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 soever, except and subject to the following matters:

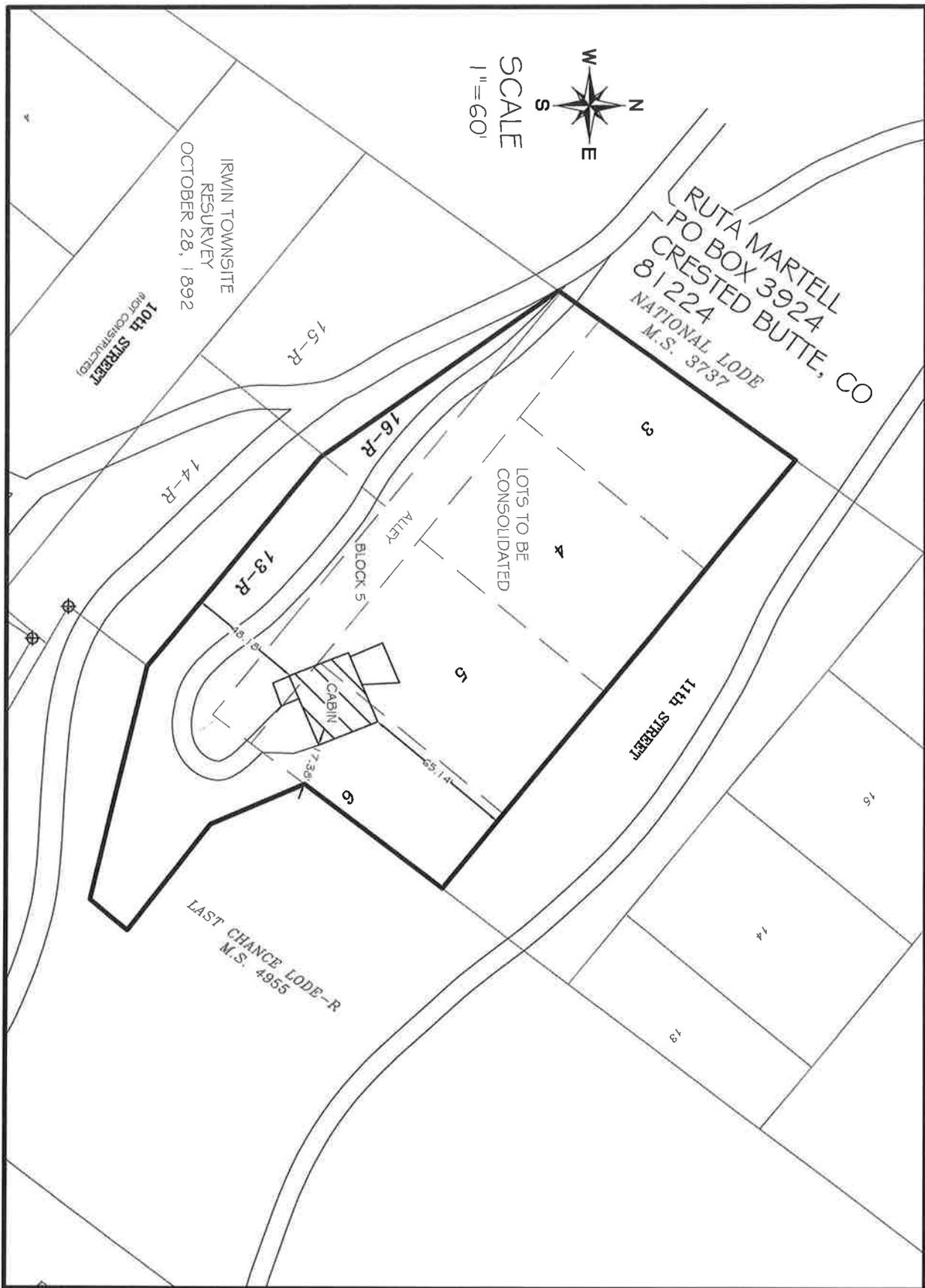
Covenants, conditions, notations, restrictions, easements and rights of way for utility and other purposes as reserved on the plat recorded at page 87 of the Plat Book bearing Reception No. 70551; Reservations contained in the patent from the United States of America recorded in Book 115 at Page 97; Terms and conditions as contained in Notice recorded in Book 720 at Page 163; Terms and conditions as contained in Resolution recorded in Book 750 at Page 406; Lack of a right of access from the subject property to an open deeded public road, street or highway, or via a privately granted easement; A portion of the route of ingress and egress to the subject property is over roads owned by the United States of America and is subject to the rules and regulations of the United States Government and its agencies; Any right, title, or interest to any land or rights therein lying beyond the sidelines extended downward vertically; Proportional real property taxes for the year 2021 due and payable in 2022.

And the Grantor shall and will **WARRANT AND FOREVER DEFEND** the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantees and the heirs and assigns of the Grantees, against all and every person or persons claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.



PARDINI LOT CLUSTER &  
ALLEY VACATION SITE PLAN



**Payment Receipt Confirmation****Your payment was successfully processed.****Transaction Summary**

		<i>Receipt Confirmation</i>
Description		Amount
	<b>Gunnison County Public Works Transaction</b>	<b>\$500.00</b>
	<b>Service Fee</b>	<b>\$12.02</b>
	<b>TOTAL</b>	<b>\$512.02</b>

**Transaction Detail***The following amounts will be remitted back to the agency.*

SKU	Description	Unit Price	Quantity	Amount
4396 002 320	Street Vacation Fees - Street Vacation Fee	\$500.00	1	\$500.00
	Service Fee	\$12.02		\$12.02
	<b>Total</b>			<b>\$512.02</b>

*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** Eli Pardini  
**Local Reference ID** 83395187-1701-4bac-8e18-9601e40cb24a

**Receipt Date** 4/11/2022  
**Receipt Time** 11:09:52 AM MDT

## Payment Information

---

**Payment Type** Credit Card  
**Credit Card Type** MAST

**Credit Card Num...** \*\*\*\*\*6368  
**Order ID** 185796862

## Billing Information

---

**Billing City, State** ,  
**Country** US

**Phone Number** 845-270-9948

**This receipt has been emailed to the address below.**

**Email Address** elijpardini@gmail.com

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 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00  
 Postage \$0.60  
 Total Postage and Fees \$7.85

Sent To: Anthony Salandra  
 Street and Apt. No., or PO Box No.: 17 Southmoreland Place  
 City, State, ZIP+4®: Elain AZ 85611-9705

Postmark: GUNNISON CO 81230  
 Postmaster Here: JUL 18 2022  
 USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047  
 See Reverse for Instructions

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 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00  
 Postage \$0.60  
 Total Postage and Fees \$7.85

Sent To: Erin Oliver  
 Street and Apt. No., or PO Box No.: 15990 County Road 162  
 City, State, ZIP+4®: Nathrop CO 81236-8739

Postmark: GUNNISON CO 81230  
 Postmaster Here: JUL 18 2022  
 USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047  
 See Reverse for Instructions

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 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00  
 Postage \$0.60  
 Total Postage and Fees \$7.85

Sent To: Ruta Martell  
 Street and Apt. No., or PO Box No.: P.O. Box 3924  
 City, State, ZIP+4®: Crested Butte CO 81224

Postmark: GUNNISON CO 81224  
 Postmaster Here: JUL 18 2022  
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BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2022-\_\_\_\_\_

A RESOLUTION VACATING A CERTAIN PORTION OF AN 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 to vacate a certain portion of an alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

A portion of the alley in Block 5 of the Townsite of Irwin, Gunnison County, Colorado, being more particularly described as follows: The alley between Lots 3, 4, 5 & 6 AND Lots 13-R and 16-R, Block 4 of the Pardini/Schieren Oliver Boundary Line Adjustment, Townsite of Irwin, County of Gunnison, State of Colorado; and

WHEREAS, the vacation of the above described portion of a certain 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 portion of a certain 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

WHEREAS, the Pardini/Schieren Oliver Boundary Line Adjustment Agreement; LUC \_\_\_\_\_ and Lot Cluster Agreement and Declaration; LUC-22-\_\_\_\_\_ for Eli Pardini at Lots 3, 4, 5 & 6 AND Lots 13-R and 16-R, Block 4, Townsite of Irwin was approved by the Board \_\_\_\_\_, 2022; and

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

A portion of the alley in Block 5 of the Townsite of Irwin, Gunnison County, Colorado, being more particularly described as follows: The alley between Lots 3, 4, 5 & 6 AND Lots 13-R and 16-R, Block 4 of the Pardini/Schieren Oliver Boundary Line Adjustment, Townsite of Irwin, County of Gunnison, State of Colorado; and

It is the specific intent of the Board that the vacation of the above described portion of an 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. Boundary Line Adjustment;
2. Lot Cluster;
3. This Resolution.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

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

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

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

ATTEST:

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

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

**Agenda Item:** Public Hearing; Street and Alley Vacation Request

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

**Parties to the Agreement:** Sydney Schieren & Erin Oliver and Gunnison County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Request for vacation of a portion of 9th Street, 10th Street and an alley in the Townsite of Irwin

**Fiscal Impact:** Applicant has paid fees

**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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 8/2/2022

**Street Vacation Checklist  
Items from the Applicant  
Sydney Schieren & Erin Oliver**

#1.	Signed Application Letter	<u>Yes</u>	No	N/A
	Proof of Ownership	<u>Yes</u>	No	N/A
	Location Map	<u>Yes</u>	No	N/A
#2	Identification of Area to be Vacated	<u>Yes</u>	No	N/A
	Narrative describing the area	<u>Yes</u>	No	N/A
	Shown on a map/plat/etc	<u>Yes</u>	No	N/A
#3.	Application Fees Paid	<u>Yes</u>	No	N/A
#4.	Certified Mail to Adjacent Property Owners (copies of receipts)	<u>Yes</u>	No	N/A
#5.	Survey of Property	<u>Yes</u>	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)	<u>Yes</u>	No	N/A
		County Website	<u>Yes</u>	No	N/A
		Notice to Utility Companies	<u>Yes</u>	No	N/A
		Notice to County Departments	<u>Yes</u>	No	N/A
#2	Compliance with <u>Road Standards</u>	Section 2.9.2			
2-1	Compliance with C.R.S. 43-2-301 et.seq		<u>Yes</u>	No	N/A
2-2	Consistency with comp plan		Yes	No	<u>N/A</u>
2-3	Restricts or makes difficult access to any parcel		Yes	<u>No</u>	N/A
2-4	Disruptive to existing travel modes See Map labeled 3-4 for existing travel routes		Yes	<u>No</u>	N/A
2-5	Changes conditions in traffic or development plans		Yes	No	<u>N/A</u>
2-6	Anticipates changes or conditions in traffic or developments		Yes	No	<u>N/A</u>
2-7	Adverse impacts to natural environment		Yes	<u>No</u>	N/A

2-8	Impacts to community needs	Yes	<u>No</u>	N/A
2-9	Impact on public health, safety or welfare	Yes	<u>No</u>	N/A
2-10	Conflicts with other established County roads or public Roads under County jurisdiction	Yes	<u>No</u>	N/A
2-11	Increased risk to emergency services personnel	Yes	<u>No</u>	N/A
2-12	Benefits outweigh detriments	<u>Yes</u>	No	N/A
2-13	Public Benefits (may include a benefit not on this list)			
	Lot Cluster	<u>Yes</u>	No	N/A
	OWTS build or improvement	<u>Yes</u>	No	N/A
	Increased safety of route	Yes	No	<u>N/A</u>
	Unbuildable route	Yes	No	<u>N/A</u>
	Unreasonable scar on landscape	Yes	<u>No</u>	N/A
2-14	Impacts on maintenance of structures deemed Necessary by the County	Yes	<u>No</u>	N/A

April 6, 2022

To whom it may concern:

Applicant

Sydney Schieren & Erin Oliver  
15990 C.R. 162  
Nathrop, CO 81236  
(719)530-1175

We are writing to request a Street & Alley vacation in Blocks 4 & 5 of the Townsite of Irwin. This request is in conjunction with an application for a Boundary Line Adjustment (attached) and Lot Cluster (attached). The Boundary Line Adjustment will alleviate encroaching driveway between our property and the Pardini property.

The portion of 9th Street, 10th Street and the alley requested to be vacated are not constructed and dead end into the Republic Lode, which we also own. Additionally, the portions of streets & the alley requested to be vacated do not connect to the remaining platted Irwin Townsite to the west, as they are interrupted by the National Lode, which already has existing access. This request does not affect anyone's access to property and will help to create a more contiguous property for us. We intend to apply for a septic system permit this summer, and this Street & Alley vacation will allow our septic line to be entirely on our property without crossing the platted, and not constructed, rights-of-way.

Legal Description

Portions of 9th Street, 10th Street and the alley in Block 4 of the Townsite of Irwin, Gunnison County, Colorado, being more particularly described as follows:  
The northeasterly half of 9th Street, adjacent to Lots 12 & 13, Block 4;  
The alley between Lots 6, 7, 12 & 13, Block 4;  
The northeasterly half of the alley adjacent to Lots 4 & 5, Block 4;  
The southwesterly half of 10th Street adjacent to Lots 4, 5, 6 & 7, Block 4;  
The northeasterly half of 10th Street adjacent to Lots 14-R & 15-R of the Pardini/Schieren-Oliver Boundary Line Adjustment.

We look forward to working with you on this project.

Sincerely,

Handwritten signatures of Sydney Schieren and Erin Oliver in black ink.

Sydney Schieren & Erin Oliver



### QUIT CLAIM DEED

**THIS DEED**, made this 27 day of MAY, 2021, between **Gareth Van Dyk and Sarah Van Dyk**, whose address is P.O. Box 2565, Crested Butte, Colorado, 81224, the "Grantor" and **Sydney Schieren and Erin Oliver**, whose address is 15990 County Road 162, Nathrop, Colorado, 81236, the "Grantee".

**WITNESS**, that the Grantor, for and in consideration of the sum of **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, in joint tenancy, all the real property, together with any improvements thereon, located in the County of Gunnison and State of Colorado, described as follows:

**Lot 5, Block 4, Town of Irwin according the official plat thereof filed September 6, 1894 as Reception No.70551, County of Gunnison, State of Colorado**

Also known as Assessor's Parcel No. 3253-030-04-002

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, 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 Grantees and the Grantees' heirs and assigns forever.

The grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant bargain and agree to and with the Grantees, and the Grantees' heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and 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 warrant the title to the same, subject to all matters of public record and county taxes for the year 2021 payable in 2022.

**IN WITNESS WHEREOF**, the grantors have executed this deed on the date set forth above.

Gareth Van Dyk

Sarah Van Dyk

County of Gunnison )  
                                  )ss.  
State of Colorado   )

The foregoing instrument was acknowledged before me this 27 day of MAY, 2021, by Gareth Van Dyk and Sarah Van Dyk.

Witness my hand and official seal.

My commission expires: 01/10/2024

Notary Public





# SPECIAL WARRANTY DEED

Forest Queen Mines, Inc., a Colorado corporation, whose address is 944 Spyglass Circle, Dakota Dunes, South Dakota 57049, County of Union, State of South Dakota, for the consideration of Three Hundred Thirty Five Thousand and 00/100 Dollars (\$335,000.00), in hand paid, hereby sells and conveys to Erin Oliver and Sydney Schieren, as Joint Tenants, whose legal address is 15990 County Road 162, Nathrop, Colorado 81236, County of Chaffee, State of Colorado, the following real property in the County of Gunnison and State of Colorado, to wit:

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

Also known by street and number as: 183 10th Street, Crested Butte, Colorado 81224;

With all appurtenances and warrant(s) the title to the same, subject to:

- If the box is checked, "Statutory Exceptions" as defined in C.R.S. §38-30-113(5) (a);
- If the box is checked, any rights of tenants, as to tenant's right to possession only, under unrecorded leases of the Property, as described in that certain contract for the sale of the Property between Grantor(s) and Grantee(s); and
- Other: N/A

Signed and executed this 3<sup>rd</sup> day of October, 2020.

Forest Queen Mines, Inc., a Colorado corporation

Kam Smith, President  
Kam Smith, President



STATE OF DM South Dakota )  
IOWA ) SS.  
COUNTY OF DM Union )  
WOODBURY )

The foregoing instrument was acknowledged before me this 03 day of October, 2020 by Kam Smith, President of Forest Queen Mines, Inc., a Colorado corporation

My commission expires: 11/26/2020

Daisy Muriello  
Notary Public

[SEAL]



DAISY MURILLO  
Commission Number 822484  
My Commission Expires  
11/26/2020



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Last Chance Lode Mining Claim, U.S. Survey No. 4955; Forest Queen Lode Mining Claim, U.S. Survey No. 745; AND Republic Lode Mining Claim, U.S. Survey No. 1348; Said mining claims as defined and limited by its respective patent;**

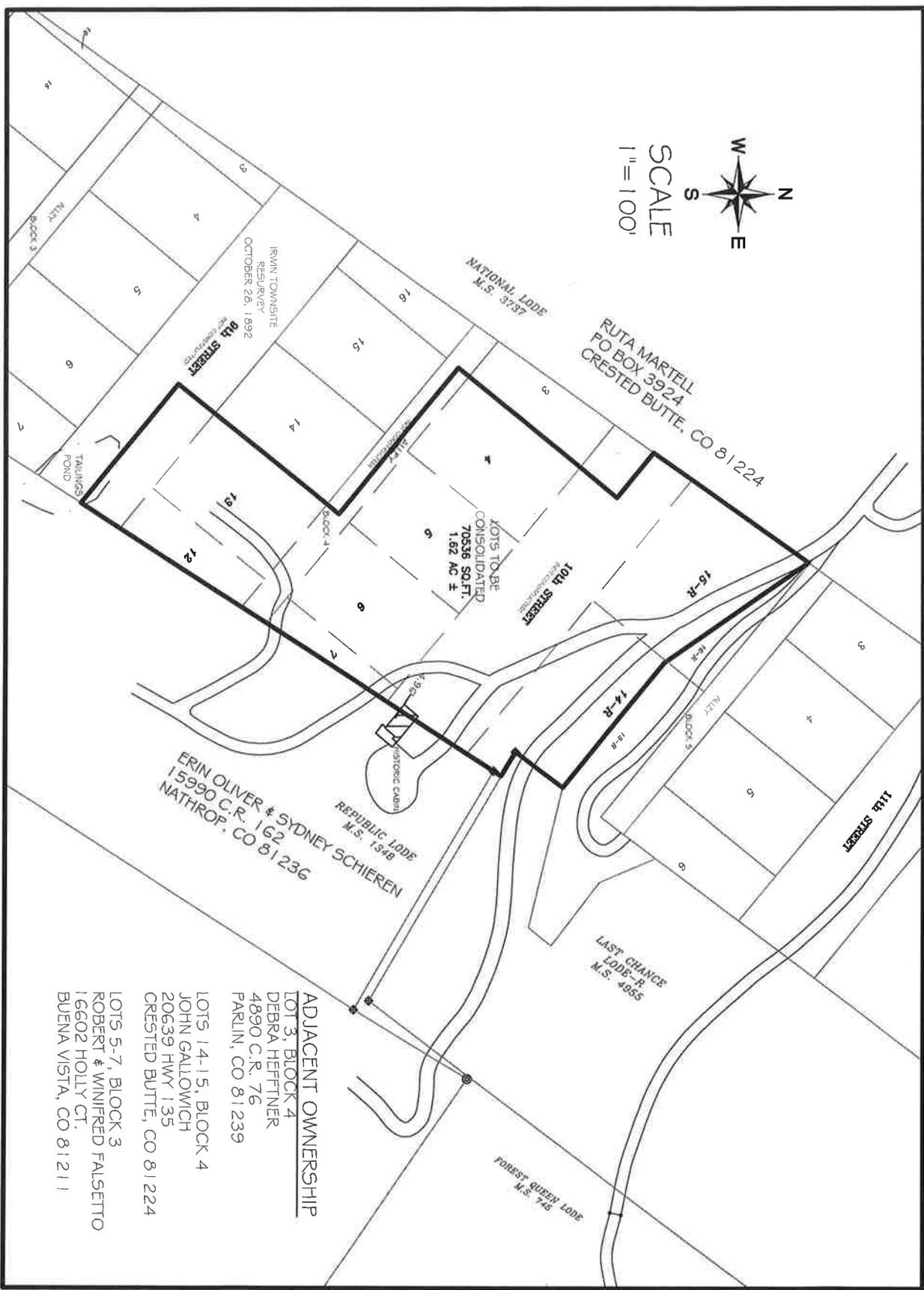
**AND TOGETHER WITH Lots 11, 12, and 13, Block 3, Town of Irwin; Lots 4, 6, 7, 12 and 13, Block 4, Town of Irwin; and Lots 14, and 15, Block 5, Town of Irwin;**

**EXCEPTING THEREFROM all the property conveyed in Deed recorded November 2, 2015 as Reception No. 636315, being the Ruby King Lode Mining Claim, US Survey No. 1209, as defined by its patent;**

**AND EXCEPTING THEREFROM all lots in the Town of Irwin not expressly described herein;**

**County of Gunnison,  
State of Colorado.**

# SCHIEREN-OLIVER LOT CLUSTER & ROAD VACATION SITE PLAN



**GUNNISON COUNTY PUBLIC WORKS DEPARTMENT**

195 BASIN PARK DRIVE

GUNNISON, CO 81230

970-641-0044

**CHECK RECEIPT**

Date: April 8, 2022

Five Hundred Dollars (\$500.00) paid by Erin Oliver for street and alley vacation application fee for Lot 5 Blk 4 Town of Irwin (183 10<sup>th</sup> Street in Irwin).

Monies received: \$500.00

Check Number: #1744

Acknowledged by:

7019 0140 0000 1877 6076

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 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.60

Total Postage and Fees \$7.85



Sent To: Robert & Winifred Falsetto  
 Street and Apt. No., or PO Box No.: 16602 Holly Ct  
 City, State, ZIP+4: Buena Vista CO 81611-81716

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)  
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 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.60

Total Postage and Fees \$7.85



Sent To: Greg Forbes  
 Street and Apt. No., or PO Box No.: 300 Garfield Ave  
 City, State, ZIP+4: Carbonade CO 81623-2026

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Sent To: Debra Heffner  
 Street and Apt. No., or PO Box No.: 1880 County Road 76  
 City, State, ZIP+4: Parlin CO 81339-9006

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0140 0000 1877 6090

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 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.60

Total Postage and Fees \$7.85



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 Street and Apt. No., or PO Box No.: P.O. Box 3924  
 City, State, ZIP+4: Crested Butte CO 81224

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



**GUNNISON COUNTY PUBLIC WORKS DEPARTMENT**

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195 Basin Park Drive  
Gunnison, CO 81230

**NOTICE OF PUBLIC HEARING**

**REGARDING PETITION TO VACATE CERTAIN STREETS & ALLEYS**  
**IN THE TOWNSITE OF IRWIN, COLORADO**

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Sydney Schieren & Erin Oliver to vacate portions of certain streets and alleys in the Townsite of Irwin, Colorado. The portions of the streets and alleys that the petitioner seeks to have vacated is described as follows:

Portions of 9<sup>th</sup> Street, 10<sup>th</sup> Street and the alley in Block 4 of the Townsite of Irwin, Gunnison County, Colorado, being more particularly described as follows: The northeasterly half of 9<sup>th</sup> Street, adjacent to Lots 12 & 13, Block 4; The alley between Lots 6, 7, 12 & 13, Block 4; The northeasterly half of the alley adjacent to Lots 4 & 5, Block 4; The southwesterly half of 10<sup>th</sup> Street adjacent to Lots 4, 5, 6 & 7, Block 4; The northeasterly half of 10<sup>th</sup> Street adjacent to Lots 14-R & 15-R of the Pardini/Schieren-Oliver Boundary Line Adjustment.

The public hearing will be held on **August 2, 2022, at 9:20 a.m. in the Commissioners Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado.** The public is invited to attend and participate.

Martin Schmidt  
Assistant County Manager-Public Works

Gunnison Country Times: Publish as a Legal Notice for the weeks of 7/11/22 and 7/18/22.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2022-\_\_\_\_\_

A RESOLUTION VACATING CERTAIN PORTIONS OF STREETS AND ALLEYS 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 to vacate certain portions of streets and alleys lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

Portions of 9<sup>th</sup> Street, 10<sup>th</sup> Street and the alley in Block 4 of the Townsite of Irwin, County of Gunnison, State of Colorado, being more particularly described as follows:

The northeasterly half of 9<sup>th</sup> Street, adjacent to Lots 12 and 13, Block 4; The alley between Lots 6, 7, 12 and 13, Block 4; The northeasterly half of the alley adjacent to Lots 4 and 5, Block 4; The southwesterly half of 10<sup>th</sup> Street adjacent to Lots 4, 5, 6, and 7, Block 4; The northeasterly half of 10<sup>th</sup> Street adjacent to Lots 14-R and 15-R of the Pardini/Schieren-Oliver Boundary Line Adjustment; and

WHEREAS, the vacation of the above described portions of certain streets and alleys 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 portion of a certain 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

WHEREAS, the Pardini/Schieren Oliver Boundary Line Adjustment Agreement; LUC \_\_\_\_\_ and Lot Cluster Agreement and Declaration; LUC-22-\_\_\_\_\_ for Sydney Schieren & Erin Oliver at Lots 4, 5, 6, 7, 12, 13 AND Lots 14-R and 15-R, Block 4, Townsite of Irwin was approved by the Board \_\_\_\_\_, 2022; and

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

The northeasterly half of 9<sup>th</sup> Street, adjacent to Lots 12 and 13, Block 4; The alley between Lots 6, 7, 12 and 13, Block 4; The northeasterly half of the alley adjacent to Lots 4 and 5, Block 4; The southwesterly half of 10<sup>th</sup> Street adjacent to Lots 4, 5, 6, and 7, Block 4; The northeasterly half of 10<sup>th</sup> Street adjacent to Lots 14-R and 15-R of the Pardini/Schieren-Oliver Boundary Line Adjustment; and

It is the specific intent of the Board that the vacation of the above described portions of streets and alleys 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. Boundary Line Adjustment;
2. Lot Cluster;
3. This Resolution.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

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

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

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

ATTEST:

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

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

---

**Agenda Item:** Boundary Line Adjustment; located within lots 13-1

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Pardini, Schieren Oliver BLA Plat  
located within Lots 13-16 . Bk 5 Town of Irwin & Last Chance Lode MS 4955

**Fiscal Impact:**

**Submitted by:** Beth Baker

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. ASFR 7.26.22.

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/2/2022

---



Date: July 20, 2022

RE: Sydney Schieren and Eli Pardini Boundary Line Adjustment in Town of Irwin  
LUC-22-00017

The applicants have applied for a boundary line adjustment in the Town of Irwin.

The Pardini/Schieren-Oliver Boundary Line Adjustment located within lots 13-16, Block 5, Town of Irwin & Last Chance Lode M.S. 4955, Gunnison County, CO.

- CAO – Alex San-Filippo-Rosser reviewed and determined it legally sufficient for your review
- Tax certs indicate taxes are current
- There are no liens or lenders

The applicants have also applied for a street and alley vacation with Public Works, and two lots clusters, which will be reviewed by the BOCC immediately following the boundary line adjustment application.

The applicants will have three applications reviewed:

- Public Works Street and Alley Vacation public hearing
- Boundary Line Adjustment application
- Lot Cluster application

You may review the file:

[https://permitdb.gunnisoncounty.org/citizenaccess/  
projects](https://permitdb.gunnisoncounty.org/citizenaccess/projects)

Search by application number- LUC-22-00017

Click on file

Attachments

View

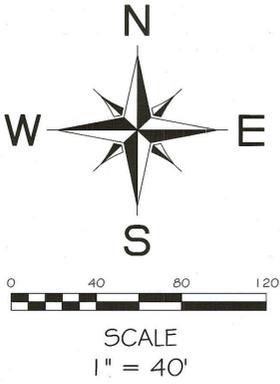
Thanks,

Beth Baker

Gunnison County Community and Economic Development

# PARDINI/SCHIEREN-OLIVER BOUNDARY LINE ADJUSTMENT

LOCATED WITHIN LOTS 13-16, BLOCK 5,  
TOWN OF IRWIN &  
LAST CHANCE LODE, M.S. 4955  
GUNNISON COUNTY, COLORADO



## LEGEND

- ◆ SET 1 1/2" ALUMINUM CAP LS 37937
- ⊙ FOUND MONUMENT AS NOTED
- ⊕ FOUND PLASTIC CAP, LS 9476
- △ FOUND ALUMINUM CAP, LS 12766
- (LOT)-R REVISED LOT DESIGNATION AFTER ADJUSTMENT

## ATTORNEY'S OPINION

I, Aaron J. Huckstep, being an Attorney-at-Law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein dedicated and shown upon this Plat and title to such lands is in the dedicatory free and clear of all liens, taxes and encumbrances, except as follows:

EXCEPTIONS COMMON TO LOTS 13-R, 14-R, 15-R, 16-R and LAST CHANCE LODE-R:

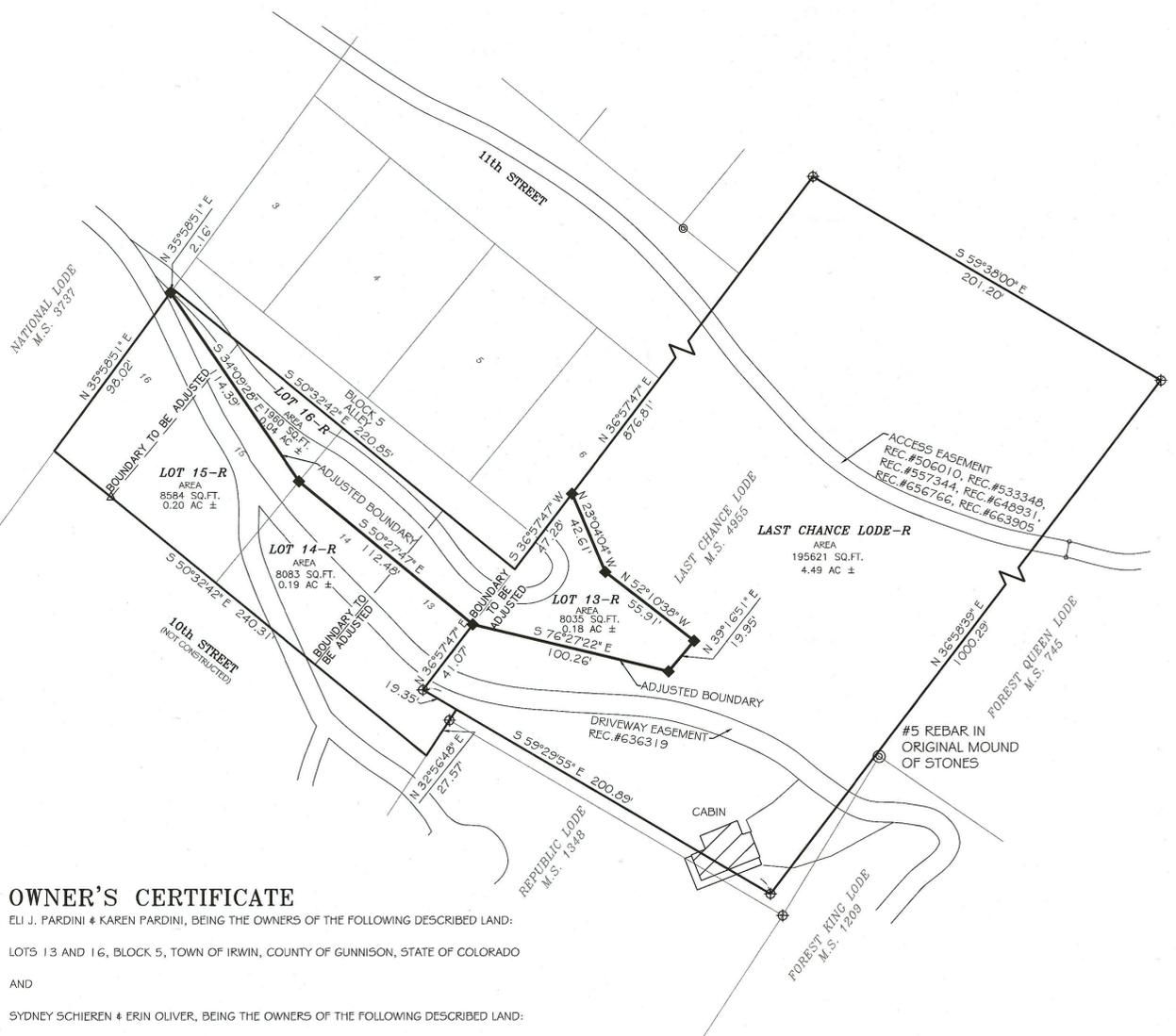
1. Reservations and rights of way by authority of United States, in U.S. Patent recorded in Book 115 at page 97 and all other matters contained therein or Acts Authorizing the issuance thereof.
2. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Town of Irwin recorded September 6, 1894 at Reception No. 70551.
3. Findings of Fact and Determination recorded October 23, 1974 in Book 476 at page 234; subject to the terms, conditions, provisions and obligations contained therein.
4. Terms, conditions, provisions, agreements and obligations contained in Notice of Watershed Ordinance recorded February 12, 1993 in Book 720 at Page 163.
5. Terms, conditions, provisions, agreements and obligations contained in Board of County Commissioners of Gunnison County Resolution No. 94-20 Declaring Lower Road to Irwin Townsite to be a County Road recorded August 18, 1994 in Book 750 at page 406.
6. Public Road Easement recorded August 29, 1994 in Book 751 at page 148; subject to the terms, conditions, provisions and obligations contained therein.
7. Any taxes, assessments or fees or obligation by reason of inclusion of the property within the boundaries of Gunnison County Fire Protection District, notice of said district and the boundaries and territory to be included, set forth in instrument Recorded April 22, 1975 in Book 484 at page 274.

ADDITIONAL EXCEPTIONS APPLICABLE TO LAST CHANCE LODE-R:

8. Patents dated July 23, 1896 in Book 121 at page 245; and February 19, 1886 in Book 90 at page 29; July 17, 1891 in Book 90 at page 137; and January 4, 1893 in Book 99 at page 561.
9. Any conflicts with adjoining or overlapping mining claims as may be adjudicated by a court of competent jurisdiction: including: Forest Queen Lode Mining Claim, U.S. Survey No. 745; and Forest Queen Extension, Survey No. 4257; the Republic Lode Mining Claim, U.S. Survey No. 1348; or Ruby King Lode Mining Claim, U.S. Survey No. 1209; all in Ruby Mining District, County of Gunnison, State of Colorado.
10. Easement Agreement recorded October 17, 2000 at Reception No. 506010; subject to the terms, conditions, provisions and obligations contained therein
11. Easement Agreement recorded August 4, 2003 at Reception No. 533348; subject to the terms, conditions, provisions and obligations contained therein
12. Easement Agreement recorded August 25, 2005 at Reception No. 557344; subject to the terms, conditions, provisions and obligations contained therein
13. Easement Agreement recorded November 2, 2015 at Reception No. 636316; subject to the terms, conditions, provisions and obligations contained therein.
14. Easement Agreement recorded September 11, 2017 at Reception No. 648931; subject to the terms, conditions, provisions and obligations contained therein.
15. Easement Agreement recorded October 23, 2018 at Reception No. 656776; subject to the terms, conditions, provisions and obligations contained therein.
16. Easement Agreement recorded December 6, 2019 at Reception No. 663905; subject to the terms, conditions, provisions and obligations contained therein.
17. Easement Agreement recorded June 18, 2020 at Reception No. 667110; subject to the terms, conditions, provisions and obligations contained therein.

Dated this 17<sup>th</sup> day of July, 2022.

Aaron J. Huckstep, Atty. No. 39898



## OWNER'S CERTIFICATE

ELI J. PARDINI & KAREN PARDINI, BEING THE OWNERS OF THE FOLLOWING DESCRIBED LAND:

LOTS 13 AND 16, BLOCK 5, TOWN OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO

AND

SYDNEY SCHIEREN & ERIN OLIVER, BEING THE OWNERS OF THE FOLLOWING DESCRIBED LAND:

LOTS 14 AND 15, BLOCK 5, TOWN OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO  
AND  
LAST CHANCE LODE, MINERAL SURVEY 4955, COUNTY OF GUNNISON, STATE OF COLORADO

HAS LAID OUT AND RE-PLATTED THE SAME AS SHOWN ON THIS PLAT UNDER THE NAME OF:

**PARDINI/SCHIEREN-OLIVER BOUNDARY LINE ADJUSTMENT**

IN WITNESS WHEREOF, ELI J. PARDINI, SYDNEY SCHIEREN AND ERIN OLIVER, HAVE SUBSCRIBED THEIR NAMES THIS 17<sup>th</sup> DAY OF July, 2022.

ELI J. PARDINI  
  
KAREN PARDINI

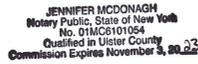
STATE OF Colorado )  
COUNTY OF Gunnison )  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 17<sup>th</sup> DAY OF July, 2022 BY ELI J. PARDINI.

MY COMMISSION EXPIRES: 11/1/2023  
WITNESS MY HAND AND OFFICIAL SEAL  
  
NOTARY PUBLIC



STATE OF New York )  
COUNTY OF Ulster )  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 22<sup>nd</sup> DAY OF June, 2022 BY KAREN PARDINI.

MY COMMISSION EXPIRES: \_\_\_\_\_  
WITNESS MY HAND AND OFFICIAL SEAL  
  
NOTARY PUBLIC



STATE OF COLORADO )  
COUNTY OF CHAFFEE )  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 15<sup>th</sup> DAY OF June, 2022 BY SYDNEY SCHIEREN & ERIN OLIVER.

MY COMMISSION EXPIRES: 1-21-2026  
WITNESS MY HAND AND OFFICIAL SEAL  
  
NOTARY PUBLIC



## GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHWEST BOUNDARY OF THE LAST CHANCE LODE, HAVING A BEARING OF NORTH 36°57'47" EAST.
- 2) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LANDMARK SURVEYING AND MAPPING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT.

## BOARD OF COUNTY COMMISSIONER'S APPROVAL

THE WITHIN PLAT OF "PARDINI/SCHIEREN-OLIVER BOUNDARY LINE ADJUSTMENT" IS APPROVED THIS 17<sup>th</sup> DAY OF July, 2022, AND THE ROADS AND OTHER PUBLIC AREAS ARE HEREBY ACCEPTED PROVIDED, HOWEVER, THAT SUCH ACCEPTANCE SHALL NOT IN ANY WAY BE CONSIDERED AS AN ACCEPTANCE FOR MAINTENANCE OR SNOW REMOVAL PURPOSES. MAINTENANCE OF, OR SNOW REMOVAL FROM, THE SUBJECT ROADS SHALL BE ONLY UPON A SEPARATE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS PASSED IN ACCORDANCE WITH SUCH POLICIES, RESOLUTIONS OR ORDINANCES IN EFFECT AT THAT TIME.

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

ATTEST:

GUNNISON COUNTY CLERK & RECORDER

## CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, ON THIS 17<sup>th</sup> DAY OF July, A.D. 2022, RECEPTION NUMBER \_\_\_\_\_

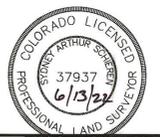
TIME \_\_\_\_\_ DATE \_\_\_\_\_

GUNNISON COUNTY CLERK AND RECORDER

## LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SYDNEY A. SCHIEREN  
COLORADO P.L.S. 37937



REVISED:

**PARDINI/SCHIEREN-OLIVER  
BOUNDARY LINE ADJUSTMENT**

LOCATED WITHIN LOTS 13-16, BLOCK 5,  
TOWN OF IRWIN &  
LAST CHANCE LODE, M.S. 4955  
GUNNISON COUNTY, COLORADO



DATE: JUNE 13, 2022

SHEET 1 OF 1

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

---

**Agenda Item:** Lot Cluster; Lots 3, 4, 5, and 6, Block 5, and Lot

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Pardini lot cluster lots 3,4,5 & 6, Block 5 and Lots 13R and 16R , Block 5 Town of Irwin

**Fiscal Impact:**

**Submitted by:** Beth Baker

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. ASFR 7.26.22.

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/2/2022

---



Date: July 20, 2022

RE: Karen and Eli Pardini Lot Cluster in Town of Irwin

LUC-22-00018

The applicants have applied to cluster Lots 3,4,5 and 6, Block 5, Town of Irwin, and Lots 13R and 16R , Block 5, Town of Irwin (of the Pardini/Schieren-Oliver Boundary Line Adjustment).

- CAO – Alex San-Filippo-Rosser reviewed and determined it legally sufficient for your review
- Tax certs indicate taxes are current
- There are no liens or lenders

In order for these lots to be adjacent and eligible for clustering, the applicants have also applied for a street and alley vacation with Public Works. This public hearing will be conducted immediately proceeding your review of the lot cluster request.

The applicants have also applied for a boundary line adjustment, which will be reviewed immediately following the lot cluster review.

The applicants will have three applications reviewed:

- Public Works Street and Alley Vacation public hearing
- Boundary Line Adjustment application
- Lot Cluster application

You may review the file:

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

Search by application number- LUC-22-00018

Click on file

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development



**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 Karen Pardini  
(Owner)

Eli Pardini  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

**RECITALS:**

**Legal Description:** Complete – please attach if too long

Lots 3,4,5 and 6, Block 5  
and  
Lots 13R and 16R Block 5, of the Pardini/Schieren-Oliver Boundary Line Adjustment Plat  
Town of Irwin

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: <u>6-22-22</u>	<u>Karen Pardini</u> Owner
Date: <u>7-11-22</u>	<u>Eli Pardini</u> Owner
Date: _____	_____ Owner
Date: _____	<u>N/A</u> Mortgage or Lien Holder

STATE OF <sup>New York</sup> COLORADO )  
 )ss  
 COUNTY OF ~~GUNNISON~~ )  
 Ulster

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of June 2022 by Karen Pardini (Owner/s).

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

Jennifer McDonagh  
 Notary Public

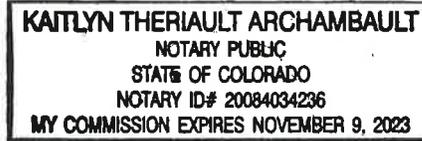
JENNIFER MCDONAGH  
 Notary Public, State of New York  
 No. 01MC6101054  
 Qualified in Ulster County  
 Commission Expires November 3, 2023

Address:  
78 Main Street  
Kingston NY 12401

STATE OF COLORADO )  
 )ss  
 COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this 7/11 day of 2022 by Eli PARDIM (Mortgage/Lien Holder). owner

Witness my hand and official seal.



My Commission expires: 11/9/2023

[Signature]  
Notary Public

Address: 426 Bellevue Ave, Unit 303, Cresta Park, CO 81224

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

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

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

\_\_\_\_\_  
Elizabeth Smith  
Commissioner

Board of County Commissioners  
Gunnison County, Colorado

Attest:

\_\_\_\_\_  
Gunnison County Clerk and Recorder

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

---

**Agenda Item:** Lot Cluster; Lots 4-7 & Lots 12-13, Block 4, and L

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Schieren/ Oliver lot cluster lots 14R&15R, Block 5 and Lots 4-7 & 12-13, Block 4, Town of Irwin

**Fiscal Impact:**

**Submitted by:** Beth Baker

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. ASFR 7.26.22.

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/2/2022

---



Date: July 20, 2022

RE: Sydney Schieren and Erin Oliver Lot Cluster in Irwin

LUC-22-00019

The applicants have applied to cluster Lots 14-R & 15-R, Block 5, Town of Irwin (of the Pardini/Schieren-Oliver Boundary Line Adjustment) And Lots 4-7 & Lots 12-13, Block 4, Town of Irwin.

- CAO – Alex San-Filippo-Rosser reviewed and determined it legally sufficient for your review
- Tax certs indicate taxes are current
- There are no liens or lenders

In order for these lots to be adjacent and eligible for clustering, the applicants have also applied for a street and alley vacation with Public Works. This public hearing will be conducted immediately proceeding your review of the lot cluster request.

The applicants have also applied for a boundary line adjustment, which will be reviewed immediately following the lot cluster review.

The applicants will have three applications reviewed:

- Public Works Street and Alley Vacation public hearing
- Boundary Line Adjustment application
- Lot Cluster application

You may review the file:

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

Search by application number- LUC-22-00019

Click on file

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development



**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 Sydney Schieren  
(Owner)

Erin Oliver  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

**RECITALS:**

**Legal Description:** Complete – please attach if too long

Lot 14-R & Lot 15-R, Block 5 of the Pardini/Schieren-Oliver Boundary Line Adjustment as recorded at Reception No. \_\_\_\_\_

And

Lots 4-7 & Lot 12-13, Block 4, Town of Irwin according to the official plat thereof filed September 6, 1894 as Reception No.70551

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.



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  
Chairperson

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

\_\_\_\_\_  
Elizabeth Smith  
Commissioner

Board of County Commissioners  
Gunnison County, Colorado

Attest:

\_\_\_\_\_  
Gunnison County Clerk and Recorder

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

**Agenda Item:** Townhome Plat; Re-subdivision of Lots M1-13, M1-14

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Basin Mountain Townhome Plat -Lots M1-13,14 & 15 Buckhorn Ranch Filing No. 2b.  
BOCC approval and signature

**Fiscal Impact:**

**Submitted by:** Beth Baker

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. ASFR 7.28.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 7/28/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/2/2022



Date: July 25, 2022

RE: LUC-22-00040

Basin Mountain Village Townhome plat

The applicants have applied for a townhome plat approval and signature by the BOCC.

- CAO- Alex, reviewed the plat July 13<sup>th</sup>, he determined the plat legally sufficient for the BOCC review
- The taxes are current
- Lien holder approved and signed plat
- HOA approved

You may review the file:

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

projects

Search by application number- LUC-22-00040

Click on files

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development







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

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**Agenda Item:** Re-subdivision of Lots 1 and 2; Wolf Canyon Subdiv

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

**Parties to the Agreement:** Johnson Colorado Trust

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The applicant submitted this application to the planning commission to subdivide these lots back to the originally platted subdivision lots. This would result in one lot of approximately 11 acres and one lot of just over 1 acre. all as originally approved from the original plat. The Board of County

**Fiscal Impact:**

**Submitted by:** Rachel Sabbato

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

The signed plat is missing some of the plat language required pursuant to LUR 6-105:K.7 including hazard warnings/disclaimers, compliance with Board resolution, and specific Board approval language regarding road maintenance and snow removal. Community development is comfortable going forward given the history of this LUC. Community Development intends to write the resolution number on the plat before recording.

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 7/29/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/29/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/2/2022

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Date: July 20, 2022

RE: Johnson Colorado Trust – subdivide lots 1 and 2 in the Wolf Canyon Subdivision  
LUC-21-00067

The Board of County Commissioners and the Planning Commission conducted a joint public hearing on June 16, 2022. The Planning Commission approved the recommendation following the joint public hearing.

Attached:

- Plat
- BOCC recommendation
- BOCC Resolution
- All documents can be found in the online file

You may review the file:

[https://permitdb.gunnisoncounty.org/citizenaccess/  
projects](https://permitdb.gunnisoncounty.org/citizenaccess/projects)

Search by application number- LUC-21-00067

Click on file

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2022-**

**A RESOLUTION APPROVING THE APPLICATION FOR THE SUBDIVISION OF TWO  
LOTS IN WOLF CANYON SUBDIVISION  
LUC-21-00067  
JOHNSON COLORADO TRUST**

**WHEREAS**, the Johnson Colorado Trust, proposes to subdivide a parcel that was originally approved as two separate lots in Wolf Canyon Subdivision. A lot cluster was approved in 2019. The applicant has applied to subdivide the clustered parcel.

The subject parcel is legally described as Lots 1 and 2, Wolf Canyon Subdivision, 588 Wolf Canyon Drive, Tincup Area; and

**WHEREAS**, a joint public hearing was conducted by the Planning Commission and the Board of County Commissioners on June 16, 2022; and

**WHEREAS**, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on June 16, 2022 forward to the Board of County Commissioners a recommendation of approval of the application with the following Findings and Conditions:

**FINDINGS**

1. This project is classified as a Minor Impact.
2. This application is consistent with the standards and requirements of this *Resolution*.
3. This proposal will return lots 1 & 2 to the originally approved Wolf Canyon subdivision plat.
4. A residence is currently under construction on lot 1, BP-20-00216, and complies with Gunnison County setback requirements.
5. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

**CONDITIONS**

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

3. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
4. The wildlife recommendations per the letter from Philip Gurule, Colorado Parks and Wildlife District Wildlife Manager, dated March 20, 2022 shall be met.
5. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
6. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-21-00067, is approved as a Minor Impact Project, subject to each and all Findings and Conditions identified above.

**THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY** shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

**INTRODUCED** by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and passed on this 2nd day of August, 2022.

**BOARD OF COUNTY COMMISSIONERS**

Jonathan Houck, Chairperson	Elizabeth Smith, Commissioner	Roland Mason, Commissioner
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**ATTEST:**

\_\_\_\_\_  
Gunnison County Clerk and Recorder

**TO: Board of County Commissioners**

**FROM: Planning Commission**

**SUBJECT: Planning Commission Recommendation Johnson Colorado Trust  
Subdivision of Two Lots In Wolf Canyon Subdivision,  
LUC-21-00067**

**DATE: June 16, 2022**

**PREPARED: Rachel Sabbato, Senior Planner**

**APPLICANT: Johnson Colorado Trust**

At its regular meeting on June 16, 2022, the Planning Commission unanimously approved the following Minor Impact Recommendation, moved by Commissioner Niederer and Seconded by Commissioner Schwarz.

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**PROJECT DESCRIPTION:**

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The applicant is proposing to re-subdivide two lots that were originally approved as two lots in Wolf Canyon Subdivision. A lot cluster was approved in 2019. In September 2021 the applicant applied for a subdivision exemption to uncluster the lots (LUC-21-00033), however the Board denied this application- see this document under attachments.

November 2021 the applicant submitted this application to the planning commission to subdivide lots 1 and 2 back to the originally platted subdivision lots. This would result in lot 1 of approximately 11 acres and lot 2 of just over 1 acre, all as originally approved from the original plat. The Lots have a generally easterly drainage pattern. At this time, no driveways, parking or structures are requested as part of the land use application as all driveways, parking and structures would remain subject to the approval for the subdivision and approved in accordance with the subdivision documents.

The subject parcel is legally described as Lots 1 and 2, Wolf Canyon Subdivision, 588 Wolf Canyon Drive, Tincup Area.

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**PLANS/REPORTS/SUBMITTALS:**

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Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- Plat of Wolf Canyon Subdivision
- Restrictive Covenants for Wolf Canyon Subdivision August 2021.
- Existing well permits for each lot.
- Colorado Parks and Wildlife referral comments letter, dated March 20, 2022.

**IMPACT CLASSIFICATION:**

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The project, by definition, is a Minor Impact pursuant to *Section 6-102: Projects Classified as Minor Impact Projects. A: 2-4 Units that are subdivision lots.*

**MEETING DATES:**

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The Planning Commission and the Board of County Commissioners held work sessions and a joint public hearings to discuss the application on the following dates:

- April 21, 2022            Work session
- No Site Visit
- June 16, 2022            Joint Public Hearing

**SITE VISIT:**

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The Planning Commission determined that a site visit was not necessary.

**PUBLIC HEARING:**

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The Planning Commission conducted a joint public hearing on June 16, 2022. Comments received include:

**REVIEW AGENCY REFERRAL COMMENTS:**

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A copy of the complete application was sent via electronic mail on February 8, 2022 to the following agencies: Gunnison County Public Works- Marlene Crosby and Edward Casebolt, Gunnison County Environmental Health and Building Official – Crystal Lambert, Gunnison Ranger District Forest Service- Jon Hare Realty Specialist, Colorado Parks and Wildlife -Area Wildlife Manager Gunnison Brandon Diamond, Colorado Department of Water Resources-Megan Sullivan.

Comments from the agencies and are noted in the applicable sections below.

**COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY LAND USE RESOLUTION:**

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**Section 10-102: Locational Standards for Residential Development.**

Applicable. The subdivision is not adjacent to an existing population center or within any municipal three mile plan. The location (which was already previously approved) will result in no significant net adverse impact to the neighborhood. In this context, the neighborhood is essentially the Wolf Canyon Subdivision. The homeowners association has consented to this application, which demonstrates that the association does not perceive any net adverse impact. Further, this subdivision will not change the impacts from what existed in 2019. This will return to the lots 1 & 2 to the 2019 original plat and, accordingly, there is no net impact. In addition, the requested Lot 1 is approximately 10 times the size of any other lot in the subdivision and the requested Lot 2, as previously platted, is comparable in size to the other lots in the subdivision. As all lots are more than one acre, there are no wastewater concerns. Accordingly, there will be no significant net adverse impact to the neighborhood.

**Section 10-103: Residential Density.**

Applicable, both lots will be greater than 1 acre. The density will not increase above what was previously in place in 2019 under the original subdivision approval. Under 10-103 C. 3., lot size and lot density are required to be substantially similar to neighborhood parcels. The proposed parcel sizes are the pre-existing neighborhood parcels. The proposed parcel sizes are approximately equal to or, in the case of Lot 1, substantially larger than, the neighborhood parcels. Accordingly, 10-103 C. 3. a. and b. do not apply to this proposal. Applicant understands that the lots will remain subject to wastewater treatment requirements. There is no applicable three mile plan. The standards of 10-103 have been met.

**Section 11-103: Development in Areas Subject to Flood Hazards.**

Applicable. According to Gunnison County GIS mapping, a 100 year floodplain is located along the bank of the river throughout this property. Any development within this area would require a floodplain permit from Gunnison County and would need to comply with the current FEMA regulations for dwellings in a floodplain.

**Section 11-104: Development in Areas Subject to Geologic Hazards.**

Not applicable. According to Gunnison County GIS mapping there are no geologic hazards in this area.

**Section 11-105: Development in Areas Subject to Wildfire Hazards.**

Applicable. According to Gunnison County GIS mapping wildfire hazards in this area are moderate to high. Any future development would require a wildfire mitigation plan per this section.

**Section 11-106: Protection of Wildlife Habitat Areas.**

Applicable. A letter from Colorado Parks and Wildlife dated March 20, 2022 from Philip Gurule, District Wildlife Manager has been provided. The letter cites recommendations for big game, black bear and household pets including, "CPW recommends that if there is future construction within the parcels, that clustered development is still considered. Clustering infrastructure and human activity reduces habitat fragmentation, promotes wildlife movement, and reduces the overall impact and loss of habitat. Additionally, fences should be minimized to facilitate wildlife movement and reduce a potential source of wildlife mortality. CPW recommends that fence construction, whether wire, wood, electric, or synthetic, be wildlife friendly (not exceed 42 inches in height and not restrict movement of elk or deer). "Fencing with Wildlife in Mind" is a landowner resource available from CPW to help design and construct wildlife friendly fences that suit their needs."

A letter from the applicant's attorney, Jacob With, dated June 2, 2022 has been supplied and provides response and narrative for 11-106. G that shows how they meet this standard. Philip Gurule from Colorado Parks and Wildlife has reviewed this narrative and in an emailed dated June 7, 2022 he stated, "It looks like they address everything. I do not have any concerns."

**Section 11-107: Protection of Water Quality.**

Applicable. This section shall apply to all Land Use Change Permit applications that involve uses within 125 feet of water bodies and mudflow hazard areas in unincorporated areas of Gunnison County. The lots are within 125 feet of Willow Creek, however no activities are proposed within 125 feet of Willow Creek.

**Section 12-103: Road System.**

Applicable. Currently, the proposed subdivision and existing residences are accessed by the existing Wolf Canyon Drive from Forest Service road 765. No changes are proposed. Ed Casebolt from Gunnison County Public Works provided an email dated February 11, 2022 stating, "I have reviewed this, and appears that access is not an issue."

**Section 12-105: Water Supply.**

Applicable. Each resulting lot has an existing well and the permits are included in the application file.

**Section 12-106: Sewage Disposal/Wastewater Treatment.**

Applicable. A new On-Site Treatment System (OWTS) will be required for any new development.

**Section 13-103: General Site Plan Standards and Lot Measurements.**

Applicable. The proposed subdivision is in compliance of standards of this section. The site plan/plat for this proposed development meet the site plan criteria of this section, including proposed and existing roads, driveways, lot lines, building sites, and natural features of the site. The site plan, "Johnson Minor Subdivision Lots 1 & 2, Wolf Canyon Subdivision," prepared by Pearson Surveying and dated November 19, 2021 meets these criteria.

**Section 13-104: Setbacks from Property Lines and Road Rights-of-Way.**

Applicable. The proposed subdivision is in compliance of standards of this section. The site plan/plat for this proposed development meet the site plan criteria of this section, including proposed and existing roads, driveways, lot lines, building sites, and natural features of the site. The site plan, "Johnson Minor Subdivision Lots 1 & 2, Wolf Canyon Subdivision," prepared by Pearson Surveying and dated November 19, 2021 meets these criteria.

**Section 13-105: Residential Building Sizes and Lot Coverages.**

Applicable. Any future improvements shall comply with the standards of this section.

**Section 13-108: Open Space and Recreation Areas**

Applicable. The proposed subdivision complies with the standards of this section.

**Section 13-109: Signs.**

Applicable. No signs have been requested with this application.

**Section 13-110: Off-Road Parking and Loading.**

Not Applicable. The applicant is not requesting any changes to the off-road parking and loading as permitted and approved for Wolf Canyon Subdivision.

**Section 13-115: Reclamation And Noxious Weed Control.**

Applicable. Reclamation and noxious weed control required at time of building permit and driveway construction application. A reclamation permit is required for road cutting and/or construction, homesite clearing and berm construction.

**Section 13-116: Grading And Erosion Control.**

Applicable. Compliance with this Section is required at the time of building permit/driveway application. Grading activities are required to secure a Reclamation Permit from the Public Works Department, pursuant to Section 13-115: *Reclamation and Noxious Weed Control*.

**Section 13-117: *Drainage, Construction And Post-Construction Stormwater Runoff*.**

Applicable. Compliance with this Section is required at the time of building permit/driveway application.

**FINDINGS:**

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The Gunnison County Planning Commission finds that:

1. This project is classified as a Minor Impact.
2. This application is consistent with the standards and requirements of this *Resolution*.
3. This proposal will return lots 1 & 2 to the originally approved Wolf Canyon subdivision plat.
4. A residence is currently under construction on lot 1, BP-20-00216, and meets setbacks.
5. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

**RECOMMENDATION:**

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The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-21-00067 be classified as a Minor Impact, and be approved with the following conditions:

1. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
3. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

4. The wildlife recommendations per the letter from Philip Gurule, Colorado Parks and Wildlife District Wildlife Manager, dated March 20, 2022 shall be met.
5. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
6. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

RE-SUBDIVISION OF LOTS 1 AND 2  
WOLF CANYON SUBDIVISION  
within NW1/4 of SECTION 7, T15S, R81W, 6TH P.M.  
GUNNISON COUNTY, COLORADO

Scale: 1" = 50'



NOTES:  
1. Property located by field measurements to found monuments shown. Basis of bearings is bearing of S 80°59' W between found monuments on the south boundary of Lot 1.  
2. All field monuments shown were located as controlling monuments for these subdivisions. Record bearings and distances are shown in parentheses where they differ from measures or computed bearings and distances.

ATTORNEY'S OPINION

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in the Johnson Colorado Trust and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

- Reservations set forth in the United States Patent Recorded in Book 336 at page 330;
- Easements and other matters set forth on the Plat recorded at reception no. 284715;
- Covenants, conditions, restrictions, easements, rights and other matters set forth in Declaration of Restrictive Covenants and amendments thereto as recorded in Book 348 at page 209, Book 485 at page 237, Book 558 at page 183, Book 750 at page 235, and reception no. 634992;
- Fishing Covenant and amendments thereto and all matters set forth therein as recorded in Book 348 at page 212, in book 336 at page 383, in Book 352 at page 357, in Book 558 at page 270, in Book 750 at page 235, and at reception no. 496485;
- Terms, agreements, provisions, conditions, obligations and other matters set forth in Declaration recorded in Book 357 at page 47;
- Terms, agreements, provisions, conditions, obligations and other matters set forth in Agreement recorded in Book 364 at page 97;
- Terms, agreements, provisions, conditions, obligations and other matters set forth in Declaration of Easement recorded at reception no. 462099 and in Book 769 at page 399;
- All rights of way and other matters under the Right of way for Rainbow Pipeline as recorded at reception no. 255720;
- Effect of Utility Easement granted in instrument recorded at reception no. 485707;
- Terms and conditions set forth in Private Road Easement recorded at reception no. 548321;
- Terms, conditions and restrictions contained in Special Use Permit recorded in Book 613 at page 48;
- Distribution Utility Easements (including cable TV);
- Inclusion of the property within any special taxing district;
- Taxes and assessments for 2021, a lien not yet due and payable.
- All matters shown on this plat and any prior plat of the property depicted herein.

Dated this 1st day of May, 2022.

Jacob A. With, Attorney-at-Law, Reg. No. 42546

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents, that the undersigned, being all of the Owner(s), Mortgagee(s) and Lien-holder(s) of certain lands in Gunnison County, Colorado, described as follows:

Lots 1 and 2, Wolf Canyon Subdivision, according to the plat thereof, recorded July 2nd, 1971, bearing Reception No. 284715 in the records of Gunnison County, Colorado,

in Gunnison County, Colorado, under the name of RE-SUBDIVISION OF LOTS 1 AND 2, WOLF CANYON SUBDIVISION,

have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate and convey to the owners of lots, tracts, or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

Executed this 24th day of June, 2022.

By Bert Johnson  
The Johnson Colorado Trust, Bert Johnson, Trustee

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF GUNNISON )

The foregoing instrument was acknowledged and executed before me this 24th day of June, 2022, by Bert Johnson as Trustee of The Johnson Colorado Trust.

Witness my hand and official seal.

MORGAN SCHAEFER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20184003986  
My Commission Expires January 23, 2026

Notary Public

SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this 22nd day of June, 2022.

Timothy E. Pearson  
Timothy E. Pearson  
Colorado L.S. No. 34979

LEGEND

- Found 5/8" rebar with no cap
- Found 5/8" rebar with plastic cap (ring/bell)
- Found 1.5" diameter steel pipe set in a mound of stones
- Found rebar with plastic cap stamped "S 35647"

COMMENTS

- The owner of each Lot shall have a common right of usage of the utility easements to provide utility service to each Lot.
- All homeowners acknowledge the requirements of Colorado's "Fence Out" law, CRS SS 35-46-101 et seq., and the Right-to-Ranch Policy adopted by Gunnison County, as may be amended.

Plat Notes:

Pursuant to Section 8-209 H. of the Gunnison County Land Use Resolution:

Confinement of Domestic Animals: Each Lot Owner within this subdivision acknowledges and agrees that domestic animals must be controlled by kenneling, leash, fencing, or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible individual.

Colorado's Fence Out Requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property in accordance with C.R.S. 35-46-101 et. seq.

Irrigation Ditch Maintenance: An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank.

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

The Planning Commission of Gunnison County, Colorado, hereby recommends approval of this plat of the above subdivision, such recommendation being made at a meeting of said Commission held on this 7th day of June, A.D. 2022.

Chairperson

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of JOHNSON MINOR SUBDIVISION, is approved this \_\_\_ day of \_\_\_, 2022.

Chairperson

ATTEST:

County Clerk

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this \_\_\_ day of \_\_\_, A.D. 2022, Reception Number \_\_\_\_\_ Time \_\_\_\_\_

County Clerk and Recorder

By: Deputy

RE-SUBDIVISION OF LOTS 1 AND 2  
WOLF CANYON SUBDIVISION  
within NW1/4 of SECTION 7, T15S, R81W, 6TH P.M.  
GUNNISON COUNTY, COLORADO

PEARSON SURVEYING  
P.O. BOX 652  
GUNNISON, CO 81230  
970-641-2910  
PROJECT # 21-1-5

DATE : 11/19/21  
LATEST REVISION DATE : 6/21/22

SHEET 1 OF 2

RE-SUBDIVISION OF LOTS 1 AND 2  
WOLF CANYON SUBDIVISION  
within NW1/4 of SECTION 7, T15S, R81W, 6TH P.M.  
GUNNISON COUNTY, COLORADO

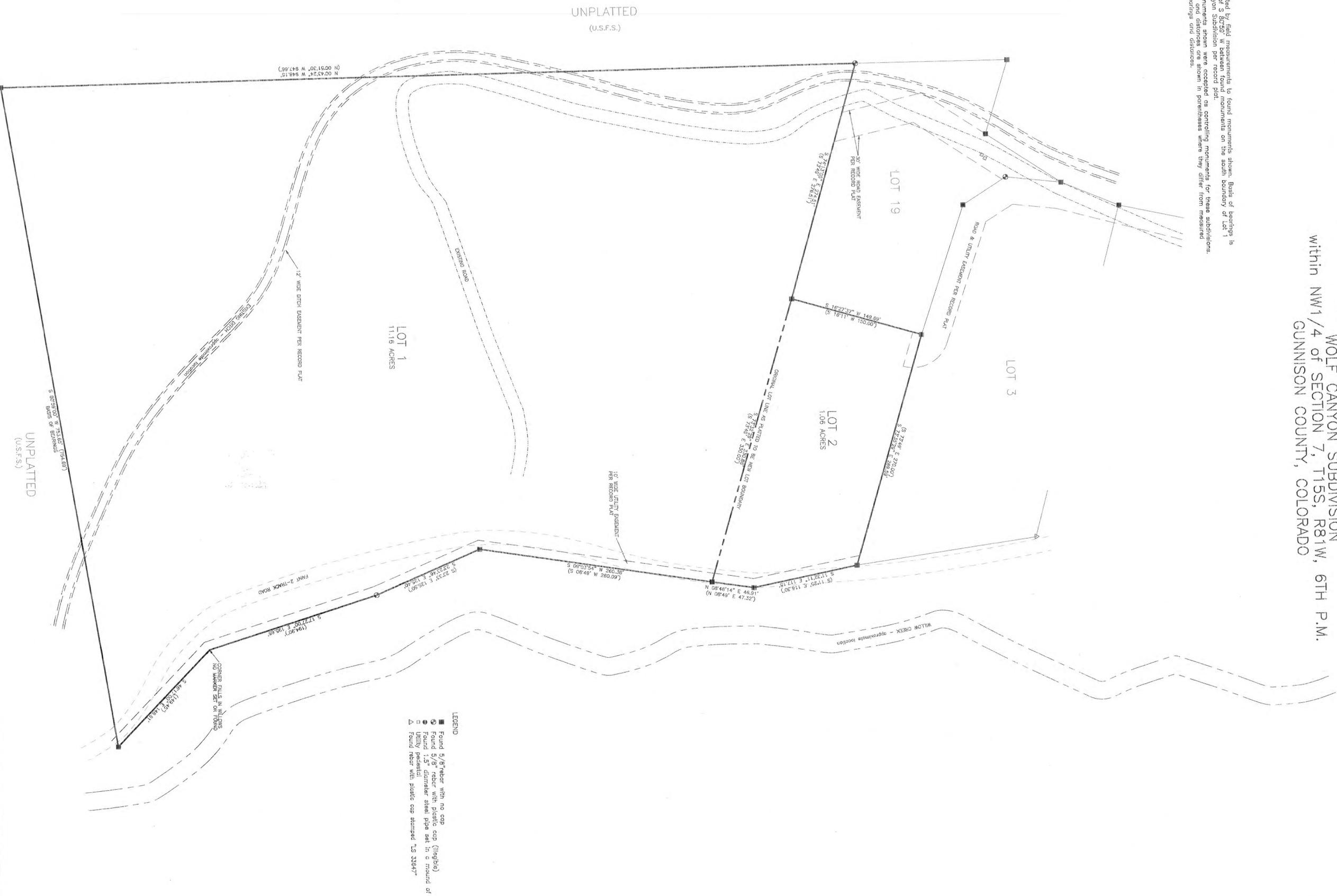
PEARSON SURVEYING  
P.O. BOX 652  
GUNNISON, CO 81230  
970-641-2910  
PROJECT # 21-1-5

DATE : 11/19/21  
LATEST REVISION DATE : 6/21/22

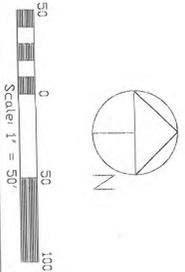
SHEET 2 OF 2

RE-SUBDIVISION OF LOTS 1 AND 2  
 WOLF CANYON SUBDIVISION  
 within NW1/4 of SECTION 7, T15S, R81W, 6TH P.M.  
 GUNNISON COUNTY, COLORADO

NOTES:  
 1. Property located by field measurements to found monuments shown. Basis of bearings is record bearing of S 80°58'30" determined by monuments on the east boundary of Lot 1 of the Wolf Canyon Subdivision here copied as controlling monuments for these subdivisions.  
 2. All found monuments shown are shown in parentheses where they differ from measured. Be calculated bearings and distances.



LEGEND  
 ■ Found 5/8" rebar with no cap  
 ● Found 5/8" rebar with plastic cap (lieble)  
 ● Found 1.5" diameter steel pipe set in a mound of stones  
 □ Utility pedestal  
 ▲ Found rebar with plastic cap stamped 'LS 33647'



RE-SUBDIVISION OF LOTS 1 AND 2  
 WOLF CANYON SUBDIVISION  
 within NW1/4 of SECTION 7, T15S, R81W, 6TH P.M.  
 GUNNISON COUNTY, COLORADO

PEARSON SURVEYING P.O. BOX 682 GUNNISON, CO 81230 970-641-2910 PROJECT # 21-1-5	DATE: 11/19/21 LATEST REVISION DATE: 6/21/22
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SHEET 2 OF 2

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

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**Agenda Item:** Development Improvement Agreement (DIA) Two-year E

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Simco Ventures requests extension of DIA funding and execution for the Dow Rios Village townhome land use change permit

**Fiscal Impact:**

**Submitted by:** Cathie Pagano

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. ASFR 7.26.22.

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/2/2022

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

From: Cathie Pagano, Assistant County Manager for Community and Economic Development  
To: Board of County Commissioners  
Date: July 22, 2022  
Re: Request for extension of submittal of DIA

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Simco Ventures, LLC, represented by attorney Jacob With, have requested an extension for execution of the Development Improvements Agreement as required by Section 16-118: *Development Improvement Agreement* Required of the Gunnison County *Land Use Resolution*. Simco Ventures, LLC received approval (Resolution attached) from the Board of County Commissioners on October 6, 2021 for the development of 24 townhome units on a parcel west of the City of Gunnison.

Section 16-118: C. *Requirements for Extension of Development Improvement Agreement Execution* identifies specific criteria for approval of an extension:

- a. A PUBLIC BENEFIT WILL BE OBTAINED OR NO PUBLIC DETRIMENT WILL OCCUR.** A public benefit will be obtained or no public detriment will occur as a consequence of the extension; and*
- b. SIZE OF PROJECT AND ECONOMIC CONDITIONS.** The size and phasing of the development, economic cycles and market conditions warrant the extension of the DIA execution; and*
- c. COMPLIANCE TO DATE WITH CONDITIONS OF ORIGINAL PERMIT.** The applicant has complied with all conditions requiring performance before the date of application for extension of the execution of the DIA; and*
- d. PROGRESS IN PURSUING COMPLETION OF DEVELOPMENT.** Progress has been made in pursuing the development to date, including obtaining other necessary permits, and there have been expenditures made by the applicant in pursuing the Project; or the applicant has demonstrated extenuating circumstances that have affected progress of the development; and*
- e. BENEFITS RECEIVED BY COUNTY.** Required benefits, if any, already have been received by the County as a result of Project approval, such as impact fees or land dedications; and*
- f. NEEDS OF APPLICANT AND COUNTY.** The needs of the applicant will be served and the needs of the County will not be harmed by the extension; and*
- g. NO CONFLICT BETWEEN DEVELOPMENT AND REGULATIONS.** There is no substantial conflict, or change in the development is approved to eliminate substantial conflict, between the Project as approved, and the requirements of this Resolution or other regulations as they exist at the time the application for extension is made to extend the permit term; and*

- h. **CHANGES IN CIRCUMSTANCES.** Changes to neighborhood land uses have not created a substantial conflict between those uses and the uses for which an extended permit term is requested; and*
- i. **PROPOSED CHANGES IN THE DEVELOPMENT.** Any proposed changes in the development are not significant; and*
- j. **TAXES TO BE PAID.** No permit shall be extended unless at the time of the request for extension the applicant a copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.*
- k. **ONE TWO-YEAR EXTENSION.** No more than one two-year extension of the execution and full funding of the Development Improvement Agreement shall be granted."*

The applicant has submitted a response to the above criteria for consideration by the BOCC. Staff has reviewed the request and finds that it complies with the above standards and recommends approval of a two-year extension for execution and funding of the development improvement agreement.

If the BOCC, approves the extension it can be done by motion and Community Development will document the extension in the land use change permit file. Please feel free to contact me with any questions or concerns.



# LAW OF THE ROCKIES

525 N. Main Street, Gunnison, CO 81230 | 970.641.1903  
lawoftherockies.com | Fax: 970.641.1943  
Email: [jwith@lawoftherockies.com](mailto:jwith@lawoftherockies.com)

**Members**  
Marcus J. Lock  
Jacob A. With  
Kendall K. Burgemeister

**Of Counsel**  
John R. Hill, Jr.

**Special Counsel**  
Daniel P. Spivey

July 21, 2022

## VIA ELECTRONIC MAIL

Gunnison County Community & Economic Development  
c/o Cathie Pagano, Assistant County Manager for Community & Economic Development  
[cpagano@gunnisoncounty.org](mailto:cpagano@gunnisoncounty.org)

**Re: LUC-20-00015 – Dos Rios Townhomes (the “Project”)**

Dear Ms. Pagano,

As you are aware, I represent Simco Ventures, LLC (“Simco”). Simco is requesting a two-year extension for the execution and full funding of the Development Improvement Agreement (the “DIA”) pursuant to Section 16-118 of the Gunnison County Land Use Resolution (the “LUR”). With respect to the provisions of Section 16-118:

**C. REQUIREMENTS FOR EXTENSION OF DEVELOPMENT IMPROVEMENT AGREEMENT EXECUTION. An extension of the term the execution of the Development Improvement Agreement may be requested by the applicant or recommended by the Planning Commission. The term of the execution of the Development Improvement Agreement may only be extended as a condition of initial approval, or if a request for extension is submitted at least three months before the required Development Improvement Agreement execution and only if the applicable decision-making body finds that the extension complies with the following criteria:**

Simco first contacted Gunnison County to request the extension at least three months before the required Development Improvement Agreement execution.

**a. A PUBLIC BENEFIT WILL BE OBTAINED OR NO PUBLIC DETRIMENT WILL OCCUR. A public benefit will be obtained or no public detriment will occur as a consequence of the extension; and**

This extension will have no public detriment. There are not, for example, other utilities or services that cannot be provided to the public because of the Project not being completed.

**b. SIZE OF PROJECT AND ECONOMIC CONDITIONS. The size and phasing of the development, economic cycles and market conditions warrant the extension of the DIA execution; and**

The project is an in-fill project of 24 townhomes with a single phase that is intended to address existing and persistent housing market shortages and needs. Further, existing market shortages for materials and the current economic cycle warrant the extension of the DIA execution in order to better facilitate Simco's ability to complete the Project within DIA timeframes once executed as labor and materials shortages are currently causing delays in construction.

**c. COMPLIANCE TO DATE WITH CONDITIONS OF ORIGINAL PERMIT. The applicant has complied with all conditions requiring performance before the date of application for extension of the execution of the DIA; and**

There are no due and outstanding performance requirements on Simco.

**d. PROGRESS IN PURSUING COMPLETION OF DEVELOPMENT. Progress has been made in pursuing the development to date, including obtaining other necessary permits, and there have been expenditures made by the applicant in pursuing the Project; or the applicant has demonstrated extenuating circumstances that have affected progress of the development; and**

Simco is currently constructing the new BLM building in the Gunnison Rising Subdivision. There have been problems with supply chain delays, labor shortages, significant material price increases, and subsurface land issues. These extenuating circumstances have not allowed Simco to turn to this Project as quickly as anticipated. Further, these extenuating circumstances have warranted not proceeding with the Project at this time as these same supply chain delays, labor shortages and significant material prices will also impact the Project as it proceeds.

**e. BENEFITS RECEIVED BY COUNTY. Required benefits, if any, already have been received by the County as a result of Project approval, such as impact fees or land dedications; and**

There are no required benefits.

**f. NEEDS OF APPLICANT AND COUNTY. The needs of the applicant will be served and the needs of the County will not be harmed by the extension; and**

The needs of Simco will be served by the extension as it will allow Simco to complete the BLM project prior to commencing this Project. The needs of the County will not be harmed by the extension as there are no public health, safety or other concerns presented.

**g. NO CONFLICT BETWEEN DEVELOPMENT AND REGULATIONS.** There is no substantial conflict, or change in the development is approved to eliminate substantial conflict, between the Project as approved, and the requirements of this *Resolution* or other regulations as they exist at the time the application for extension is made to extend the permit term; and

The Project is in compliance with the current LUR and there have not been any material changes to any relevant provisions to the LUR since the approval of the Project.

**h. CHANGES IN CIRCUMSTANCES.** Changes to neighborhood land uses have not created a substantial conflict between those uses and the uses for which an extended permit term is requested; and

The neighborhood has not changed since permit approval and is not anticipated to change given that the Project is an in-fill project.

**i. PROPOSED CHANGES IN THE DEVELOPMENT.** Any proposed changes in the development are not significant; and

There are no proposed changes to the development.

**j. TAXES TO BE PAID.** No permit shall be extended unless at the time of the request for extension the applicant a copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which approval is under consideration.

All taxes have been paid and the certificate from the Gunnison County Treasurer's Office is enclosed.

**k. ONE TWO-YEAR EXTENSION.** No more than one two-year extension of the execution and full funding of the Development Improvement Agreement shall be granted.

Simco is requesting only one two-year extension.

Simco remains excited about the Project and looks forward to completing the Project to provide additional accessible housing for the local community. This extension will be very helpful to Simco given project delays on the BLM project. This extension should not create any risk to the public or the County in any way as the vacant lot has been vacant in its current state for many years.

July 21, 2022  
Page 4 of 4

**LAW OF THE ROCKIES**

Sincerely,

A handwritten signature in blue ink, appearing to be 'Jacob A. With', written in a cursive style.

Jacob A. With  
LAW OF THE ROCKIES

Enclosure

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2021 - \_\_\_\_**

**A RESOLUTION APPROVING THE APPLICATION FOR DOS RIOS VILLAGE TOWNHOMES  
LUC-20-00015  
SIMCO VENTURES, LLC**

**WHEREAS**, Simco Ventures, LLC, proposes to build six buildings containing four townhomes each for a total of 24 townhomes. Twelve of the townhomes will be 2-bedroom, 1.5 bath at 900 square feet total. Twelve of the units will be 3-bedroom, 2-bath at 1,125 square feet.

The total aggregate floor area of all the buildings is 13,524 square feet. The Applicant is considering constructing carports that have not been included in the total floor area; however, are on the site plan.

The subject parcel is at 37764 W. Highway 50, Gunnison. It is west of the City of Gunnison. The parcel is legally described as parcels 1 and 2, Section 10, Township 48 North, Range 1 West, N.M.P.M.

**WHEREAS**, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on June 18, July 23, August 20, and September 3, 2021; and

**WHEREAS**, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on September 3, 2021 forward to the Board of County Commissioners a Recommendation of approval of that application with certain Findings and Conditions;

**NOW, THEREFORE**, the Board hereby adopts the Planning Commission's Recommendation, with these Findings:

1. This project is initially classified as a Major Impact and the applicant has demonstrated compliance with the standards of Section 3-111: B.1. and the impact classification has been reduced to Minor Impact.
2. This application is consistent with the standards and requirements of this *Resolution*.
3. The total disturbance area will be over one acre; therefore, it is anticipated the applicant will need to obtain a Storm Water Discharge Permit from the Colorado Department of Public Health and Environment
4. The proposed development is in Gunnison Sage-grouse and black bear habitat.
5. The proposed density of the development is substantially similar and compatible with the neighborhood.

6. "Dos Rios Village Declaration of Protective Covenants" have been included as part of the application and comply with applicable standards.
7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Dos Rios Village Townhome application need be conducted by the Board, and further, the Board hereby approves the Dos Rios Village Townhome application for LUC No. 2019-00015 as recommended by the Planning Commission, with the following conditions:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. The applicant shall comply with the conditions for developing within Sage-Grouse Habitat in accordance with a Certificate of Administrative (No. 57, Series 2020) recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 666938.
3. Amendment or termination of the protective covenants is subject to approval by Gunnison County.
4. Bear proof trash containers shall be installed at the development in accordance with comments from Colorado Parks and Wildlife.
5. Gunnison County Public Works shall work with the developer during the installation of the deep utilities and connection to the County sewer system to resolve some issues on the south end of the parcel at County expense.
6. The stormwater retention shall be engineered to ensure historic flow rates are not exceeded at proposed outfalls. This requirement shall be memorialized in the Development Improvement Agreement.
7. A description of the method(s) used to regularly inspect and maintain any proposed stormwater retention and detention facilities, if applicable, shall be provided as part of the Development Improvement Agreement.
8. A Development Improvement Agreement shall be executed and funded in compliance with Section 16-118: Development Improvement Agreement Required and shall include the following improvements:
  - 1) Roadway Plan & Profile, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.

- 2) Grading, Drainage, & Erosion Control, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
  - 3) Utility Plan, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
  - 4) A Stormwater Discharge permit from the Colorado Department of Public Health and Environment. Stormwater retention shall be engineered so that historic flow rates are not exceeded at proposed outfalls.
  - 5) Landscaping Schedule dated March 9, 2021.
9. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
  10. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
  11. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
  12. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

**THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY** shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

**INTRODUCED** by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted on this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

\_\_\_\_\_  
**Roland Mason, Commissioner**

\_\_\_\_\_  
**Elizabeth Smith, Commissioner**

**ATTEST:**

**Gunnison County Clerk and Recorder**

**TO:** Board of County Commissioners

**SUBJECT:** Decision  
Dos Rios Townhomes  
LUC-20-00015

**DATE:** October 6, 2021

**PREPARED BY:** Cathie Pagano, Director of Community & Economic  
Development

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At its regularly scheduled meeting Commissioner Rogalski made a motion to recommend approval of LUC-20-00015, as amended, Commissioner Daniels seconded the motion. The motion passed unanimously.

At its regularly scheduled meeting the Board of County Commissioners unanimously approved Resolution No. 2021-25.

**PROJECT DESCRIPTION:**

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This is an application to build six buildings containing four townhomes each for a total of 24 townhomes. Twelve of the townhomes will be 2-bedroom, 1.5 bath at approximately 1,000 square feet. Twelve of the units will be 3-bedroom, 2-bath at 1,200 square feet.

The total aggregate floor area of all the buildings is approximately 27,060 square feet. The applicant is considering constructing carports that have not been included in the total floor area, however, are on the site plan.

The application spans two lots, Parcel 2 and 3, noted in "Previous Land Approvals", below. A townhome plat will cluster these lots together.

The subject parcel is legally described in Exhibit A.

**PLANS/REPORTS/SUBMITTALS:**

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Plans, reports, letters and other submittal documents informing this decision include, but are not limited to: application, referral comments, and staff report and:

- Roadway Plan & Profile, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
- Grading, Drainage, & Erosion Control, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
- Utility Plan, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
- Landscape schedule

**IMPACT CLASSIFICATION:**

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The project, as found by the Planning Commission, is a Minor Impact pursuant to *Section 6-102.B.a Additional Criteria*, based on the following standards.

**Demand for public services.** The proposed land use change is expected to generate a minor or a major demand for public services, including roads, transit, schools, water supply, sewage disposal, fire and police protection, and emergency services.

*Applicant Response: The proposed land use change is not expected to generate a major demand for public services, including roads, transit, schools, water supply, sewage disposal, police protection, and emergency services. No new roads or substantial road changes will be required outside of the subdivision. Existing public roads should not be impacted by this proposed land use change. No changes are requested for transit. Compared to the existing approval for the property, only six additional units are proposed. Six additional units is technically a major impact but, given the clustering of the units with the units permitted under the existing entitlement and placement in the community, including available infrastructure, the demand will be minor as discussed more below.*

**Impacts on impact area and the environment.** The proposed land use change is expected to generate a minor or a major impact on the impact area.

*Applicant Response: The proposed land use change is expected to generate a minor impact on the impact area and environmental resources and hazard areas. The development is located adjacent to two other condominium developments, a hotel, a church and the highway. Existing development renders the property of poor environmental value or utility because it is both small and surrounded by other impacts that do not allow for environmental use. As a result, the proposed project will have nominal impact.*

**Impacts related to all existing and proposed development and proposed development in impact area.** The impacts of the proposed land use change, when considered in conjunction with existing and proposed land use changes in the impact area, are expected to be minor.

*Applicant response: The impacts of the proposed land use change, when considered in conjunction with existing and proposed land use changes in the impact area is minor. The addition of the six units to the existing project, as well as the project as a whole, will have a minor, if any, impact when considered in conjunction with the existing and proposed land use changes in the impact area. As stated above, the property is surrounded by other uses of a comparable, if not greater, impact.*

#### **MEETING DATES:**

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The Planning Commission and the Board of County Commissioners held work sessions and a joint public hearings to discuss the application on the following dates:

- April 30, 2021            Work session
- April 30, 2021            Site Visit
- June 18, 2021            Joint Public Hearing
- July 23, 2021            Continued Joint Public Hearing
- August 20, 2021        Continued Joint Public Hearing
- September 3, 2021      Continued Joint Public Hearing

#### **SITE VISIT:**

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A site visit was conducted on April 30, 2021.

## **PUBLIC HEARING:**

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The Planning Commission conducted a public hearing on June 18, 2021 and continued the hearing to July 23, 2021.

Comments received include:

- Questions related to affordability of units
- Proposed project is too dense
- Concerns about adjacent property values being negatively impacted
- Exterior lighting
- Garages should be included
- Additional landscaping should be added to screen units

## **REVIEW AGENCY REFERRAL COMMENTS:**

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A copy of the complete application was sent via electronic mail on March 9, 2021 to the following agencies:

- Gunnison County Public Works
- Gunnison County Environmental Health Official
- Colorado Department of Public Health and Environment
- Colorado Parks and Wildlife
- Gunnison County Wildlife Coordinator
- Gunnison Fire Protection District
- Gunnison County Consumer Protection Specialist
- Colorado Department of Transportation
- City of Gunnison
- Gunnison Valley Regional Transit Authority (RTA)
- Colorado State Forest Service
- US Forest Service
- Bureau of Land Management
- Gunnison Watershed School District (RE1J)

Comments from the agencies and are noted in the applicable sections below.

## **COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY LAND USE RESOLUTION:**

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### **Section 9-100: *Uses Secondary to a Primary Residence.***

Not applicable. No secondary uses are proposed.

### **Section 9-200: *Special Residential Uses.***

Not applicable, no special uses are proposed.

### **Section 9-300: *Commercial and Industrial Uses.***

Not applicable, no commercial or industrial uses are proposed.

**Section 9-400: Exploration, Extraction and Processing of Minerals and Construction Materials.**

Not applicable, no minerals or constructions materials operations are proposed.

**Section 9-500: Miscellaneous Uses and Activities.**

Not applicable, no miscellaneous uses or activities are proposed.

**Section 9-600: Essential Housing**

Not applicable, the proposed development does not include the provision for essential residences.

**Section 10-102: Locational Standards for Residential Development.**

Applicable, applications for a new subdivision (including townhomes) shall be reviewed for location relative to existing development. The proposal is located within the three-mile area plan and complies with the adopted plan. The subdivision will be served by a central wastewater treatment and water system. The proposal will not have an adverse impact to the surrounding neighborhood because the use and density is consistent with the surrounding area.

**Section 10-103: Residential Density.**

Applicable, The purpose of Residential Density Standards is to “prevent sprawl and leapfrog development and to allow for flexibility in residential subdivision design.”

The application for subdivision must meet Section 10-103.C *Primary Residential Lot Size and Density Standards*. The Applicant proposes to cluster the two existing lots together via a townhome plat.

The townhome development proposes density that exceeds the standard; therefore, shall meet the conditions for smaller lots/greater density which are summarized below.

1. Compliance with Municipal Three Mile Plan Area: The Application was referred to the City of Gunnison on March 9, 2021 for comment on this standard. The City of Gunnison Planning Commission reviewed the proposal on March 24, 2021. The Three Mile Plan notes that the areas adjacent to the City should include residential condos/townhomes and that the proposal is consistent with the plan.
2. Development served by public wastewater system, other services and facilities: The project will connect to the existing Dos Rios Sewer Division and Dos Rios Water Division. Preliminary approval was provided by Gunnison County Public Works on March 10, 2020. The proposal is within 2 miles of the RTA stop at Safeway and is connected to the development via the US 50 frontage road and side streets.
3. Compatibility with existing neighborhood. The project is located adjacent to other multi-family developments and supporting uses noted in the “Surrounding Land Uses” section of this Report. The density is considered substantially similar to the surrounding parcels. The project complies with the adopted three-mile area plan. The development includes draft covenants to ensure compatibility with the standards of this section.

**Section 10-104: Locational standards for commercial, industrial or other non-residential uses.**

Not applicable, no commercial or industrial uses are proposed.

**Section 11-103: Development in Areas Subject to Flood Hazards.**

Not applicable, the parcel is not located within a Special Flood Hazard Area.

**Section 11-104: Development in Areas Subject to Geologic Hazards.**

Not applicable, the parcel is not located within a Geologic Hazard Area.

**Section 11-105: Development in Areas Subject to Wildfire Hazards.**

Not applicable, the parcel is not located within a Wildfire Hazard Area.

**Section 11-106: Protection of Wildlife Habitat Areas.**

Applicable, the project is not located within Gunnison Sage-Grouse Tier 1 Habitat but is in Tier II habitat. The applicant has provided a Sage-Grouse Pre-Application Letter, which notes that the project will not adversely impact Gunnison Sage-Grouse or their habitats. A Certificate of Administrative Review (No. 57, Series 2020) is provided in the project file. The applicant has agreed to the conditions for developing within Sage-Grouse Habitat.

Comments from Nick Gallowich, Game Warden-Gunnison East, on behalf of Colorado Parks and Wildlife in an email dated March 29, 2021 state:

*“The proposed project should not create any major impacts to wildlife, however CPW would like to address potential conflicts. Black bears will likely be the most significant wildlife concern with this development. Bears utilize river drainages as travel corridors and foraging areas. To avoid human/bear encounters, the storage and handling of trash should be given a high priority. The Division of Wildlife’s “Living with Wildlife in Bear Country” brochure provides guidance on proper trash management and other tips to avoid creating a “nuisance bear”. The use of bear-proof trash containers is proven the safest and best technique to avoid human/bear conflicts. Although feeding birds is legal, it is known to attract bears, deer, and other nuisance wildlife.”*

The applicant’s attorney has noted that these comments will be incorporated in the protective covenants.

**Section 11-107: Protection of Water Quality.**

Not applicable, development not located within 125 feet of a water body as defined by the Land Use Resolution.

**Section 11-108: Standards for Development on Ridgelines.**

Not applicable, development not located on a ridgeline.

**Section 11-109: Development That Affects Agricultural Lands.**

Applicable, development has a ditch that traversers across the northern portion of the lot, paralleling US-50. The Applicant will maintain a 30’ setback from the ditch, which exceeds the standard of 25’.

**Section 11-110: Development of Land Beyond Snowplowed Access.**

Not applicable; the property currently has snowplowed access to US-50.

**Section 11-111: *Development on Inholdings in The National Wilderness.***

Not applicable, development not located on an Inholding in a federally designated wilderness area.

**Section 11-112: *Development on Property Above Timberline.***

Not applicable, development not located above timberline.

**Section 12-103: *Road System.***

Applicable, development will have an access road to the development. The applicant has provided a road plan and profile.

CDOT administers access for state highways. In an email dated March 24, 2021; CDOT noted the traffic generated by the proposal would not substantively impact the volumes on the existing access permit.

The applicant has revised the road plans title, Road Plan and Profile, dated August 13, 2021 and met with Gunnison County Public Works and the Gunnison County Fire Protection District whom have both given their verbal approval for the revised plans.

**Section 12-104: *Public Trails.***

Not applicable, no trails are requested as part of this application.

**Section 12-105: *Water Supply.***

Applicable, the Applicant proposes to connect to the existing Dos Rios Water Division. Preliminary approval was provided by Gunnison County Public Works on March 10, 2020. The proposal complies with Section 12-105.B, Connection to Existing Systems.

**Section 12-106: *Sewage Disposal/Wastewater Treatment.***

Applicable, the project will connect to the existing Dos Rios Sewer Division and Dos Rios Water Division. Preliminary approval was provided by Gunnison County Public Works on March 10, 2020.

Public Works has requested the applicant coordinate on the installation of deep utilities with the County to resolve some issues on the south end of the parcel at County expense. In an email dated April 5, 2021, Marlene Crosby, Director of Public Works stated:

*“Gunnison County has a sewer main on the south end of the property and because adjacent properties needed service at different time periods the sewer line installation is a jigsaw puzzle. Gunnison County would like to work with the developer during the installation of his deep utilities and connection to our sewer system to resolve some issues on the south end of the parcel at County expense.”*

The Applicant proposes to connect to an existing system. Developments shall comply with specific studies, plans or agreements. Specifically, “New development shall comply with requirements of any applicable “201” Wastewater Treatment Facilities Studies (pursuant to the federal Clean Water Act) and agreements adopted by Gunnison County”.

Standards 12-106.E – H. These standards apply to Major Impact projects for density greater than one unit per acre. The Applicant has requested the project be classified as a Minor Impact Project.

**Section 12-107: Fire Protection.**

Applicable, the application was referred to the Gunnison Fire Protection District on March 9, 2021. Comments from Fire Marshal, Hugo Ferchau, in an email dated April 21, 2021 state:

“I see where they have labeled the middle drive as a “Fire turn-Around,” but I do not see the dimensions labeled. According to the IFC, that should be at least 26’ width for the center drive and 20’ width for the main drive coming in up to 500’. If the main drive coming in is 501’ or more, it should also be 26’ in width. The turn radius for the hammerhead turn-around should be a 28’ radius. Ideally, there would be another turn-around at the end of the main road where the turn to the last driveway is. That would extend the main drive by 60’ from the centerline of the last driveway and widen the first portion of the driveway to 26’ like the center drive. I would not expect the extra to be paved, just able to hold the weight of a fire truck and plowed.”

An additional email dated July 21, 2021 from Ferchau states: “Looking at the dimensions provided, the road width and turnaround meet IFC requirements and I am fine as long as they meet County Road & Bridge standards. A fire hydrant will need to be installed, exact location to be determined with input from County water department. I would also recommend automatic sprinklers for these buildings even though they may not be required by current County standards.”

In follow-up conversations Ferchau has reviewed the revised road plans and in an email dated August 30, 2021 approved the August 13, 2021 revised plans.

**Section 13-102: B.: Location within municipal three-mile plan area.**

*Applicable*, the proposal is located within three miles of the City of Gunnison.

Applicant Response: The proposed development fills in a gap in leapfrog development and is, accordingly, consistent with the purpose of Section 10-103. The City of Gunnison Three Mile provides that, “Lands to the west of the City have been depicted as an appropriate location for moderate and high-density residential development.” Three Mile Plan, p. 35. The proposed development is moderate or high density residential and thus complies with these density standards. The conditions are appropriate for high density as provided in the Three Mile Plan because of the available public wastewater treatment and public water supply. Permanent covenants will ensure that the development is appropriate – lots will not be sold, only units, and the covenants will preserve the character of the community as completed to Gunnison County standards and as approved by Gunnison County. Any impacts of density are mitigated through the clustering of the development as is demonstrated by the surrounding uses.

The application was referred to the City for comment on March 9, 2021 for comment. The Planning and Zoning Commission provided a letter of support, noting the proposal complies with the adopted plan, on March 25, 2021.

**Section 13-103: General Site Plan Standards and Lot Measurements.**

Applicable, the site plan includes six buildings with internal roads, driveways, building sites, ditch and utility locations, dedicated and guest parking areas. The landscaping and buffering plan will maintain as much existing vegetation, particularly trees, as practicable.

The existing topography is flat and a grading plan has been provided that will slightly change the topography to facilitate drainage of the site.

**Section 13-104: Setbacks from Property Lines and Road Rights-of-Way.**

Applicable, setbacks from property lines and road rights-of-way are in Table 7 of the *Land Use Resolution*. Townhome projects are required to be a minimum of 25 feet from the front property line and 15 feet from the side and rear yards. A minimum of 10 feet is required between all buildings. The site plan meets these standards.

There are additional requirements for setbacks from state highways. The setbacks from a state highway are either 40 feet from the edge of known ROW or 80 feet from the centerline of Highway 50. The site plan meets the standards for setbacks from the ROW.

**Section 13-105: Residential Building Sizes and Lot Coverages.**

Applicable, the applicant stated:

“Applicant is not requesting any single family residence in excess of the 10,000 sq. ft. Applicant is requesting a total square footage of approximately 13,524 square feet for all buildings. Applicant may also construct carports that are not included in this total, but has no plans for doing so at this time. Pursuant to Section 13-105.G., the proposed buildings should be approved. The limitation on aggregate structures larger than 12,500 sq. ft. is a general standard because it fails to differentiate between 12,500 sq. ft. on 35 acres and 12,500 square feet on one acre. Here, Applicant is proposing six separate buildings and no building will exceed the height limitation in the LUR. The six proposed buildings are each reasonable in size and will not be obtrusive as they are reasonable townhome size. Existing screening such as trees will be kept in place to the extent feasible and additional trees will be planted to limited visibility. All utilities will be located underground.”

**Section 13-107: Installation of Solid Fuel-Burning Devices**

Not applicable.

**Section 13-108: Open Space and Recreation Areas**

Applicable, Section 13-108.D.G Residential Uses, requires a minimum of 30% of the area within a multi-family development of five or more units. The application proposes a little over 45% Open Space, indicated by light green in the site plan. The proposed open space exceeds the standards of this section.

**Section 13-109: Signs.**

Not applicable, no signs are proposed as part of this application.

**Section 13-110: Off-Road Parking and Loading.**

Applicable, the proposal is for a total of 24 townhome units. Twelve of the townhomes will be 2-bedroom, 1.5 bath units, the other twelve units will be 3-bedroom, 2 bath units.

Appendix Table 3. *Off-Road Parking Requirements* require two spaces per residence for up to three bedrooms. The applicant has proposed two spaces per unit. The applicant would like to retain the ability to construct driveways and/or carports within any building or parking space. 12 guest spaces have been included on the site plan.

The project engineer has reviewed the proposed parking plan and has confirmed it provides the accessible spaces defined in the 2015 Residential Building Code.

**Section 13-111: *Landscaping and Buffering.***

Applicable, the *Land Use Resolution* requires at least one tree and three shrubs be provided for every 500 sq. ft. of the area shown as being landscaped on the plan. All areas that are not landscaped with trees or shrubs will be landscaped with grass, groundcover, or other appropriate treatment.

The landscape schedule provided shows that 5,280 square feet will be landscaped. A total of 11 trees and 30 shrubs are required. The schedule far exceeds that requirement with a total of 78 trees and 156 shrubs proposed. Of the 78 trees, 12 trees will be existing cottonwoods.

The application stated: “A spreadsheet with landscaping information is enclosed. Simco intends to actively landscape approximately 5% of the open space. The remainder would be seeded pursuant to NRCS recommendations and maintained as lawn or in its natural condition. The covenants will impose upon the association the obligation to maintain the landscaping and open space. Landscaping consisting of a planted flower bed with trees as a backdrop at the entryway. The trees will be at least fifteen feet from the driveway intersection. The perimeter of the subdivision will be planted with trees to provide screening except to the extent that trees already exist and are not removed during construction. To the fullest extent possible, construction will be performed in a manner so as to preserve all existing vegetation, especially trees. Planted trees will be of a type consistent with those already on site, except for any cottonwoods. The Colorado State Forest Service will be consulted to ensure trees are of a type that will thrive at the location. There will be at least one tree every ten feet on the perimeter. Snow storage is shown on the site plan and is not inconsistent with this proposal.”

**Section 13-112: *Snow storage.***

Applicable; snow storage is required for proposed development and is shown on the site plan.

**Section 13-113: *Fencing***

Not applicable; not requested as part of this application. An existing fence lies just beyond the western boundary of the project and is noted to not be disturbed.

**Section 13-114: *Exterior Lighting.***

Applicable, the applicant has noted all lighting will be required to comply with the *Land Use Resolution* at time of installation. This requirement will be memorialized in the proposed covenants.

**Section 13-115: *Reclamation And Noxious Weed Control.***

Applicable; this Section shall apply for areas of disturbance of 10,000 sq. ft. or greater. The applicant will be required to obtain a reclamation permit from the Gunnison County Public Works Department as part of the building permit application. This will require a surety pursuant to Section 13-115.F Surety.

**Section 13-116: *Grading And Erosion Control.***

Applicable; the applicant has submitted a grading and erosion control plan.

**Section 13-117: *Drainage, Construction And Post-Construction Stormwater Runoff.***

Applicable, the project will disturb more than 10,000 sq. ft. of area. The applicant has provided a grading, drainage, and erosion control plan for the proposal (“Site Plan”). The total disturbance area will be over one acre; therefore, it is anticipated the applicant will need to obtain a Storm Water Discharge Permit from the Colorado Department of Public Health and Environment.

The City of Gunnison Planning Commission letter of support requested that stormwater retention be engineered that historic flow rates are not exceeded at proposed outfalls. This requirement will be memorialized in the Development Improvement Agreement.

The applicant will need to provide a description of the method(s) used to regularly inspect and maintain any proposed retention and detention facilities, if applicable, in the Development Improvement Agreement.

**Section 13-118: *Water Impoundments.***

Not applicable.

**Section 13-119: *Standards to Ensure Compatible Uses.***

Applicable; the proposal is consistent with the surrounding development and will not adversely impact the character of the neighborhood. The proposal complies with the Three Mile Plan. Trash receptacles will be bear-proofed. This requirement will be memorialized in the proposed covenants

**Article 15: *Right-to-Ranch Policy.***

This section is not applicable; there are no agricultural lands that will be affected by the uses on the subject parcel.

**FINDINGS:**

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The Gunnison County Planning Commission finds that:

1. This project is initially classified as a Major Impact and the applicant has demonstrated compliance with the standards of Section 3-111: B.1. and the impact classification has been reduced to Minor Impact.
2. This application is consistent with the standards and requirements of this *Resolution*.
3. The total disturbance area will be over one acre; therefore, it is anticipated the applicant will need to obtain a Storm Water Discharge Permit from the Colorado Department of Public Health and Environment (CDPHE) as well as a final release or final certification for the project from CDPHE when completed.
4. The proposed development is in Gunnison Sage-grouse and black bear habitat.
5. The proposed density of the development is substantially similar and compatible with the neighborhood.
6. “Dos Rios Village Declaration of Protective Covenants” have been included as part of the application and comply with applicable standards.

7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

**RECOMMENDATION:**

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The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-20-00015 be classified as a Minor Impact, and be approved with the following conditions:

1. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. The applicant shall comply with the conditions for developing within Sage-Grouse Habitat in accordance with a Certificate of Administrative Review (No. 57, Series 2020) recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 666938.
3. Amendment or termination of the protective covenants is subject to approval by Gunnison County.
4. Bear proof trash containers shall be installed at the development in accordance with comments from Colorado Parks and Wildlife.
5. Gunnison County Public Works shall work with the developer during the installation of the deep utilities and connection to the County sewer system to resolve some issues on the south end of the parcel at County expense.
6. The stormwater retention shall be engineered to ensure historic flow rates are not exceeded at proposed outfalls. This requirement shall be memorialized in the Development Improvement Agreement that will also require any necessary permits are issued by and released via final approval from CDPHE.
7. A description of the method(s) used to regularly inspect and maintain any proposed stormwater retention and detention facilities, if applicable, shall be provided as part of the Development Improvement Agreement.
8. A Development Improvement Agreement shall be executed and funded in compliance with Section 16-118: Development Improvement Agreement Required and shall include the following improvements:
  - 1) Roadway Plan & Profile, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
  - 2) Grading, Drainage, & Erosion Control, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.

- 3) Utility Plan, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
  - 4) A Stormwater Discharge permit from the Colorado Department of Public Health and Environment. Stormwater retention shall be engineered so that historic flow rates are not exceeded at proposed outfalls.
  - 5) Landscaping Schedule dated March 9, 2021.
9. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
  10. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
  11. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
  12. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

**Exhibit A. Legal Description**

TOWNSHIP 48 NORTH, RANGE 1 WEST, N.M.P.M

PARCEL NO. 1

SECTION 10: A PARCEL OF LAND LOCATED IN SAID SECTION 10, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ABUTTING PARCEL 1 IN WARRANTY DEED RECORDED DECEMBER 29, 1992 IN BOOK 718 AT PAGE 57 ON THE WEST DESCRIBED AS FOLLOWS: BEGINNING AT CORNER NO. 1, A POINT FROM WHICH THE WEST QUARTER CORNER, SAID SECTION 10, BEARS S 54°07' W 3369.15 FEET; THENCE S 62°49' W 100 FEET TO CORNER NO. 2; THENCE N 20°15' W 400 FEET TO CORNER NO. 3; A POINT ON THE SOUTH RIGHT OF WAY BOUNDARY OF US HIGHWAY 50; THENCE N 62°49' E 100 FEET ALONG SAID RIGHT OF WAY BOUNDARY TO CORNER NO. 4; THENCE S 20°15' E 500 FEET TO CORNER NO. 1, THE POINT OF BEGINNING.

PARCEL NO. 2

SECTION 10: A PARCEL OF LAND LOCATED IN SAID SECTION 10, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ABUTTING PARCEL 2 IN WARRANTY DEED RECORDED DECEMBER 29, 1992 IN BOOK 718 AT PAGE 57 ON THE WEST, DESCRIBED AS FOLLOWS: BEGINNING AT CORNER NO. 1, A POINT FROM WHICH THE WEST QUARTER CORNER, SAID SECTION, BEARS S 53°51' W 3270.9 FEET; THENCE S 78°50' W 100.50 FEET TO CORNER NO. 2; THENCE N 20° 15' W 473.10 FEET TO CORNER NO. 3, A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 50; THENCE N 62°49' E 100.00 FEET ALONG SAID RIGHT OF WAY LINE TO CORNER NO. 4; THENCE S 20°15' E 500 FEET TO CORNER NO. 1, THE POINT OF BEGINNING.

COUNTY OF GUNNISON, STATE OF COLORADO



**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2021 - 25**

**A RESOLUTION APPROVING THE APPLICATION FOR DOS RIOS VILLAGE TOWNHOMES  
LUC-20-00015  
SIMCO VENTURES, LLC**

**WHEREAS**, Simco Ventures, LLC, proposes to build six buildings containing four townhomes each for a total of 24 townhomes. Twelve of the townhomes will be 2-bedroom, 1.5 bath at approximately 1,000 square feet. Twelve of the units will be 3-bedroom, 2-bath at 1,200 square feet.

The total aggregate floor area of all the buildings is approximately 27,060 square feet. The applicant is considering constructing carports that have not been included in the total floor area, however, are on the site plan.

The subject parcel is at 37764 W. Highway 50, Gunnison. It is west of the City of Gunnison. The parcel is legally described as parcels 1 and 2, Section 10, Township 48 North, Range 1 West, N.M.P.M.

**WHEREAS**, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on June 18, July 23, August 20, and September 3, 2021; and

**WHEREAS**, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on September 3, 2021 forward to the Board of County Commissioners a Recommendation of approval of that application with certain Findings and Conditions;

**NOW, THEREFORE**, the Board hereby adopts the Planning Commission's Recommendation, with these Findings:

1. This project is initially classified as a Major Impact and the applicant has demonstrated compliance with the standards of Section 3-111: B.1. and the impact classification has been reduced to Minor Impact.
2. This application is consistent with the standards and requirements of this *Resolution*.
3. The total disturbance area will be over one acre; therefore, it is anticipated the applicant will need to obtain a Storm Water Discharge Permit from the Colorado Department of Public Health and Environment (CDPHE) as well as a final release or final certification for the project from CDPHE when completed.
4. The proposed development is in Gunnison Sage-grouse and black bear habitat.
5. The proposed density of the development is substantially similar and compatible with the neighborhood.



6. "Dos Rios Village Declaration of Protective Covenants" have been included as part of the application and comply with applicable standards.
7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Dos Rios Village Townhome application need be conducted by the Board, and further, the Board hereby approves the Dos Rios Village Townhome application for LUC No. 2019-00015 as recommended by the Planning Commission, with the following conditions:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. The applicant shall comply with the conditions for developing within Sage-Grouse Habitat in accordance with a Certificate of Administrative Review (No. 57, Series 2020) recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 666938.
3. Amendment or termination of the protective covenants is subject to approval by Gunnison County.
4. Bear proof trash containers shall be installed at the development in accordance with comments from Colorado Parks and Wildlife.
5. Gunnison County Public Works shall work with the developer during the installation of the deep utilities and connection to the County sewer system to resolve some issues on the south end of the parcel at County expense.
6. The storm water retention shall be engineered to ensure historic flow rates are not exceeded at proposed outfalls. This requirement shall be memorialized in the Development Improvement Agreement that will also require any necessary permits are issued by and released via final approval from CDPHE.
7. A description of the method(s) used to regularly inspect and maintain any proposed storm water retention and detention facilities, if applicable, shall be provided as part of the Development Improvement Agreement.
8. A Development Improvement Agreement shall be executed and funded in compliance with Section 16-118: Development Improvement Agreement Required and shall include the following improvements:



- 1) Roadway Plan & Profile, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
- 2) Grading, Drainage, & Erosion Control, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
- 3) Utility Plan, Dos Rios Village, dated August 13, 2021 and stamped by Robert L. Williams, P.E.
- 4) A Storm water Discharge permit from the Colorado Department of Public Health and Environment. Storm water retention shall be engineered so that historic flow rates are not exceeded at proposed outfalls.
- 5) Landscaping Schedule dated March 9, 2021.

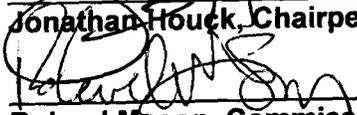
9. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
10. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
11. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
12. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

**THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY** shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith  
and adopted on this 5<sup>th</sup> day of October, 2021.

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

  
Jonathan Houck, Chairperson

  
Roland Mason, Commissioner

  
Elizabeth Smith, Commissioner



ATTEST:

*Melanie Ballou*  
Deputy County Clerk



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

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**Agenda Item:** Approval for Fairground Use Fees and Policy update

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Updated policy to change approval for serving alcohol from Deputy County Manager to Assistant County Manager for Operations and Sustainability and added online form option for requests

**Fiscal Impact:**

**Submitted by:** John Cattles

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/27/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/2/2022

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**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO  
RESOLUTION NO. 2022-\_\_\_**

**A RESOLUTION ADOPTING GUNNISON COUNTY POLICY CONCERNING  
AUTHORITY AND USE OF THE FRED R. FIELD WESTERN HERITAGE CENTER**

WHEREAS, in 2022, Gunnison County adopted Policy No. 5.2.4, a *Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center*, to reflect Gunnison County's current practices and fees;

WHEREAS, staff and organizational changes necessitate changes to the approval processes and designated staff reviewers for events which will serve and/or sell alcohol at the site.

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has determined that no other changes to Policy No. 5.2.4 are necessary or warranted at this time;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached *Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center* (Policy No. 5.2.4) (Exhibit A) is hereby adopted. Such policy shall remain in effect until modified or rescinded by future resolution of this Board.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this day of \_\_\_\_\_, 2022.

BOARD OF COUNTY  
COMMISSIONERS OF GUNNISON  
COUNTY, COLORADO

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Jonathan Houck, Chairperson

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Roland Mason, Commissioner

---

Elizabeth Smith, Commissioner

Attest:

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Deputy County Clerk



<b>Policy Name:</b>	Authority and Use of the Fred R. Field Western Heritage Center		<b>Policy Number:</b>	5.2.4
<b>Approval Authority:</b>	Gunnison County Board of County Commissioners		<b>Adoption Document</b>	Resolution #
<b>Date of Initial Adoption:</b>	11/5/2019	<b>Effective Date:</b>	8/1/22	<b>Policy Custodian:</b> Fairgrounds Manager
<b>Last Review / Revision Date:</b>	N/A	<b>Review Frequency:</b>	Every one (1) year.	<b>Next Review Due:</b> 8/1/2023

**PURPOSE**

The Board of County Commissioners of Gunnison County (the "Board") owns and oversees the buildings, improvements, maintenance and use of the Fred R. Field Western Heritage Center (the "Center"). Pursuant to Colorado Revised Statutes, 18-9-117(b), the Board also has the power to control, manage and supervise the buildings and property, and to adopt such orders, rules or regulations as are reasonably necessary for the administration, protection and maintenance of such buildings and property.

The Center has several indoor and outdoor areas that can be made available by the Board for public use. Such use incurs costs related to maintenance, improvements, security and management. Usage fees are charged to offset a portion of those costs.

**SCOPE**

This policy applies to all users of the Fred R. Field Western Heritage Center.

**DEFINITIONS**

- Fred R. Field Western Heritage Center: Any and all structures and grounds located at 275 S. Spruce Street, Gunnison, CO 81230.
- Smoking: The act of releasing particles into the air from the use of pipes, cigars, cigarettes and/or electronic smoking devices.

**POLICY STATEMENTS**

Gunnison County reserves the right to control and manage the present and future usage of the facility and to enforce all necessary and proper rules and for its authorized representatives and employees to enforce rules and regulations, maintenance, inspection and repair of the facility. Gunnison County reserves the right, but not the duty, through it duly appointed representative to eject any person(s) from the Center's premises for violation of these rules or of any law or ordinance.

Scheduling.

Indoor and outdoor areas and meeting rooms at the Center may be scheduled for use by contacting Center staff directly at (970) 641-8561. Scheduling will be done on a first-come, first-served basis.

Use:

1. All users will be required to sign a user's contract (see attached) prior to Center use.

2. The Center will be used in a safe and careful manner. Users will comply with all applicable municipal, County, State and Federal laws, rules and regulations as may be in force and effect during their scheduled event.
3. Users must obtain all required permits and licenses, including those required by the City of Gunnison, Gunnison County, State and/or Federal government for the scheduled usage. All taxes must be paid promptly according to the nature of the usage.
4. Users are responsible for clean-up of utilized spaces and parking areas. The person signing the contract will be individually responsible for any damages to the building or for any fees charged for clean-up.
5. Unless otherwise arranged in advance, users will be responsible for setting up and taking down chairs and tables.
6. Any special equipment requirements must be stated on the contract.
7. Gunnison County will not be responsible for losses due to theft, fire or vandalism during contracted use of the Center. Any special equipment furnished by the user will be the responsibility of the user.
8. Nails or other objects will not be placed in any of the Center's walls. Masking tape or painter's tape may be used on walls.
9. Smoking (see definition) is not allowed within 30 feet of any Center building.
10. All animals, domestic or otherwise, are restricted to the outdoor arena and pavilion, stalls, pens and trailers when not physically being moved from one location to another by a qualified animal handler. No animals will be allowed in Center facilities or on Center grounds, unless specifically allowed by Gunnison County Policy #5.2.3.
11. Only designated Center staff and other staff-trained persons may operate the PA systems.
12. Parking shall be in designated areas only. Users are responsible for parking control and ensuring that fire lanes and access lanes are kept clear of obstruction.
13. General Center hours are from 7:00 am to 11:00 pm. Exceptions may be granted with prior approval from the Fairgrounds Manager. Use lasting later than 11:00 pm will result in an additional charge of \$25 per night.
14. If any event will require extra costs (such as increased staffing, insurance, etc.), the Fairgrounds Manager will charge the user for the anticipated costs related to the event in advance.
15. Gunnison County is not responsible for providing AV equipment unless agreed to in the use contract. Gunnison County is not responsible for providing technical assistance.
16. It is the responsibility of the user to make arrangements to pick up and return any and all building/room keys. Lost keys will result in a fine of \$100, per key, and possible loss of the privilege to use the Center.
17. Users must be respectful of users in other rooms at the Center, including maintaining appropriate noise levels and not allowing children/youth to roam around the Center.

Equine Activity Sponsor and/or Equine Professional and/or Other Non-Commercial Activity Sponsors:

Equine activity sponsors and/or equine professionals, as defined by C.R.S. 13-21-119 and may be amended, are not obligated to obtain insurance covering injury to spectators at equine activities as a condition of Center use.

A sponsor of an activity at the Center that does not charge an admission to such activity is not obligated to obtain insurance covering injury to spectators at such non-commercial activity as a condition of Center use.

This policy shall not be construed to be a waiver of limits of or exemptions from liability by the Board of County Commissioners, including its elected or appointed officers, employees or agents, under C.R.S. 13-21-119 and/or C.R.S. 24-10-101 et seq.

This policy is not and shall not be construed to be an acceptance, either partially or wholly, by the Board of County Commissioners, and/or its elected or appointed officers, employees and agents, of any risk or liability of any equine activity sponsor, equine professional, sponsor of non-commercial activity or spectator at the Center.

This policy is not and shall not be construed to be advice or counsel, legal or otherwise, to equine activity sponsors or equine professionals or sponsors of non-commercial activity who may use the Center whether to obtain insurance for spectators of equine activities or non-commercial activities.

The Center will post and maintain signage containing the warning language specifically required by and in the manner outlined by C.R.S. 13-21-119, as it may be amended.

Fees:

The fees below will be charged and collected by Center staff for use of the Center, and fees must be paid in advance of the scheduled use. Stated fees are for daily use unless otherwise stated, and fees will not be prorated for portions of a day. No fee listed below may be reduced or waived without pre-approval from the Board. However, if time constraints are an issue, such pre-approval may be provided by the County Manager so long as that decision is acknowledged by the Board during the next available regular meeting. Use of the Center for official County and 4H activities will not incur fees.

<b>Area/Room</b>	<b>Description</b>	<b>Daily Fee (unless noted)</b>	<b>Additional Information</b>
McDonough Room	Small conference room downstairs, 24' x 24', seats 35.	\$33	Reservations may be made no more than 30 days prior to use. Users are responsible for arranging the room for use and leaving the room as they found it.
Hartman Room	Upstairs conference room, 34' x 57', seats 50.	\$70	Food and drink are not allowed in this carpeted area.
Van Tuyl Room	Concrete-floored multipurpose room, 50' x 80', seats 220.	\$85 for up to 150 people. \$116 for up 151-220 people.	
Esty Room	Rubber-floored multipurpose room, 125' x 80', seats 400.	\$74 for up to 40 people. \$158 for 51-150 people. \$200 for 151-400 people.	
Kitchen	Refrigerator, sinks, sanitizer, ice-maker, two ovens, four-burner stove, commercial microwave oven, and food preparation surfaces.	\$40	
Outside Arena and Pavilion		\$110 (arena will be watered before event and worked with drag each morning), plus \$50 for midday working and \$46/hour if tractor and driver are requested to be available for dragging between barrel racers.	Use for clinics, horse shows, circuses, lessons, and motor sports.
		\$1,000	Mud races
		\$1,200 per Season	Use by local team-roping and barrel-racing clubs that use the Center for weekly events from May through September annually.
Arena Only		\$25 annually	Use by individuals.

Pavilion Only	50' x 80'	\$50	
Vehicle Parking Only	Approximately 10 acres.	\$25 per vehicle if camping with access to electric; \$30 per vehicle if camping with access to water and electric; there is no charge for dry camping if meeting space, pavilion and/or arena are rented concurrently.	RV conventions and Jeep Jamborees. Groups must provide additional dumpsters and portable toilets.
Covered Stalls & Outside Pens	Stalls hold one animal, pens hold more than one animal.	\$20 per stall or pen	Stalls are to be left clean. Locations are identified in each barn for manure and shavings.
Alcohol	Serving and/or selling alcohol anywhere on Center property.	\$90	Users provide their own alcohol. Serving and/or selling alcohol at the Center requires prior approval. See below for more information.
Dance Floor	Up to 450 square feet.	\$100	
Portable Stage	Up to six sections (each are 4' x 8') are available for various configurations.	\$10	
LCD Projector		\$10	
Sound Equipment	Amplifier, speakers, corded/wireless mics.	\$10	
Podium	Standing and table-top options.	\$4	

Serving Alcohol:

Alcoholic beverages may be served, but NOT SOLD, at the Center, with prior approval by the Fairgrounds Manager and the Assistant County Manager for Operations and Sustainability or their delegate, when the Center is rented for a private function and the event is by invitation only. If there is any doubt as to whether your function is considered private, please call the City Clerk's Office at 970-641-8080. A request for approval may be placed through an online form at [gunnisoncounty.org/FairgroundsPermit](http://gunnisoncounty.org/FairgroundsPermit) or by mailing to 275 S. Spruce Street, Gunnison, CO 81230. Gunnison County reserves the right to approve, deny or place conditions on any request to serve alcoholic beverages at the facility. The request must include the following information or it will not be processed:

- Name of Person/Organization renting the facility
- Address of contact person responsible for ensuring compliance with the conditions imposed
- Phone number (if available) of contact person
- Date of the Event
- Time of the Event
- Type of Event (wedding reception, birthday party, etc.)

Selling Alcohol:

Alcoholic beverages MAY BE SOLD, at the Center when the Center is rented for a public or private function but only after the following steps have been completed and the event is approved by the Fairgrounds Manager and the Assistant County Manager for Operations and Sustainability or their delegate:

1. A written request describing the event must be submitted for approval prior to applying for a liquor license or special events permit. The written request may be placed through an online form at

[gunnisoncounty.org/FairgroundsPermit](http://gunnisoncounty.org/FairgroundsPermit) or by mailing to 275 S. Spruce Street, Gunnison, CO 81230. Gunnison County reserves the right to approve, deny or place conditions on any request to sell alcoholic beverages at the facility. The request must include the following information or it will not be processed:

- Name of Person/Organization renting the facility
- Address of contact person responsible for ensuring compliance with the conditions imposed 3. Phone number (if available) of contact person
- Date of the Event
- Time of the Event
- Type of Event (wedding reception, birthday party, etc.)

2. Obtain a permit from the City of Gunnison in compliance with the Special Events Liquor Permit application that must be submitted to the City of Gunnison no later than 30 (thirty) days prior to the event.

3. Obtain a permit from the State of Colorado for a Special Events Liquor License.

4. Submit Liquor License and City Special Events Liquor Permits to the Fairgrounds Manager.

### **COMPLIANCE**

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary in order to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

### **APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS**

1. C.R.S. 13-21-119. Equine activities – llama activities – legislative declaration – exemption from civil liability.
2. C.R.S. 18-9-117. Unlawful conduct on public property.
3. C.R.S. 24-10-101, et seq. Governmental immunity.
4. Gunnison County Policy #5.2.3. Allowances, Restrictions and Responsibilities Regarding Animals in County Facilities and on County Grounds.



**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO  
RESOLUTION NO. 2022- 4**

**A RESOLUTION ADOPTING GUNNISON COUNTY POLICY CONCERNING  
AUTHORITY AND USE OF THE FRED R. FIELD WESTERN HERITAGE CENTER**

WHEREAS, in 2019, Gunnison County adopted Policy No. 5.2.4, a *Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center*, to reflect Gunnison County's current practices and fees;

WHEREAS, increased costs to the County necessitate an increase in the fees set forth in Policy No. 5.2.4; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has determined that no other changes to Policy No. 5.2.4 are necessary or warranted at this time;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached *Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center* (Policy No. 5.2.4) (Exhibit A) is hereby adopted. Such policy shall remain in effect until modified or rescinded by future resolution of this Board.

INTRODUCED by Commissioner Smith, seconded by  
Commissioner Mason, and adopted this 1<sup>st</sup> day of February,  
2022.

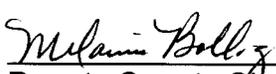
BOARD OF COUNTY  
COMMISSIONERS OF GUNNISON  
COUNTY, COLORADO

  
Jonathan Houck, Chairperson

  
Roland Mason, Commissioner

  
Elizabeth Smith, Commissioner

Attest:

  
Deputy County Clerk





<b>Policy Name:</b>	Authority and Use of the Fred R. Field Western Heritage Center		<b>Policy Number:</b>	5.2.4	
<b>Approval Authority:</b>	Gunnison County Board of County Commissioners		<b>Adoption Document</b>	Resolution #	
<b>Date of Initial Adoption:</b>	11/5/2019	<b>Effective Date:</b>	1/1/2022	<b>Policy Custodian:</b>	Fairgrounds Manager
<b>Last Review / Revision Date:</b>	N/A	<b>Review Frequency:</b>	Every one (1) year.	<b>Next Review Due:</b>	1/1/2023

**PURPOSE**

The Board of County Commissioners of Gunnison County (the "Board") owns and oversees the buildings, improvements, maintenance and use of the Fred R. Field Western Heritage Center (the "Center"). Pursuant to Colorado Revised Statutes, 18-9-117(b), the Board also has the power to control, manage and supervise the buildings and property, and to adopt such orders, rules or regulations as are reasonably necessary for the administration, protection and maintenance of such buildings and property.

The Center has several indoor and outdoor areas that can be made available by the Board for public use. Such use incurs costs related to maintenance, improvements, security and management. Usage fees are charged to offset a portion of those costs.

**SCOPE**

This policy applies to all users of the Fred R. Field Western Heritage Center.

**DEFINITIONS**

- Fred R. Field Western Heritage Center: Any and all structures and grounds located at 275 S. Spruce Street, Gunnison, CO 81230.
- Smoking: The act of releasing particles into the air from the use of pipes, cigars, cigarettes and/or electronic smoking devices.

**POLICY STATEMENTS**

Gunnison County reserves the right to control and manage the present and future usage of the facility and to enforce all necessary and proper rules and for its authorized representatives and employees to enforce rules and regulations, maintenance, inspection and repair of the facility. Gunnison County reserves the right, but not the duty, through its duly appointed representative to eject any person(s) from the Center's premises for violation of these rules or of any law or ordinance.

Scheduling.

Indoor and outdoor areas and meeting rooms at the Center may be scheduled for use by contacting Center staff directly at (970) 641-8561. Scheduling will be done on a first-come, first-served basis.

Use:

1. All users will be required to sign a user's contract (see attached) prior to Center use.
2. The Center will be used in a safe and careful manner. Users will comply with all applicable municipal, County, State and Federal laws, rules and regulations as may be in force and effect during their scheduled event.
3. Users must obtain all required permits and licenses, including those required by the City of Gunnison, Gunnison County, State and/or Federal government for the scheduled usage. All taxes must be paid promptly according to the nature of the usage.

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4. Users are responsible for clean-up of utilized spaces and parking areas. The person signing the contract will be individually responsible for any damages to the building or for any fees charged for clean-up.
5. Unless otherwise arranged in advance, users will be responsible for setting up and taking down chairs and tables.
6. Any special equipment requirements must be stated on the contract.
7. Gunnison County will not be responsible for losses due to theft, fire or vandalism during contracted use of the Center. Any special equipment furnished by the user will be the responsibility of the user.
8. Nails or other objects will not be placed in any of the Center's walls. Masking tape or painter's tape may be used on walls.
9. Smoking (see definition) is not allowed within 30 feet of any Center building.
10. All animals, domestic or otherwise, are restricted to the outdoor arena and pavilion, stalls, pens and trailers when not physically being moved from one location to another by a qualified animal handler. No animals will be allowed in Center facilities or on Center grounds, unless specifically allowed by Gunnison County Policy #5.2.3.
11. Only designated Center staff and other staff-trained persons may operate the PA systems.
12. Parking shall be in designated areas only. Users are responsible for parking control and ensuring that fire lanes and access lanes are kept clear of obstruction.
13. General Center hours are from 7:00 am to 11:00 pm. Exceptions may be granted with prior approval from the Fairgrounds Manager. Use lasting later than 11:00 pm will result in an additional charge of \$25 per night.
14. If any event will require extra costs (such as increased staffing, insurance, etc.), the Fairgrounds Manager will charge the user for the anticipated costs related to the event in advance.
15. Gunnison County is not responsible for providing AV equipment unless agreed to in the use contract. Gunnison County is not responsible for providing technical assistance.
16. It is the responsibility of the user to make arrangements to pick up and return any and all building/room keys. Lost keys will result in a fine of \$100, per key, and possible loss of the privilege to use the Center.
17. Users must be respectful of users in other rooms at the Center, including maintaining appropriate noise levels and not allowing children/youth to roam around the Center.

Equine Activity Sponsor and/or Equine Professional and/or Other Non-Commercial Activity Sponsors:

Equine activity sponsors and/or equine professionals, as defined by C.R.S. 13-21-119 and may be amended, are not obligated to obtain insurance covering injury to spectators at equine activities as a condition of Center use.

A sponsor of an activity at the Center that does not charge an admission to such activity is not obligated to obtain insurance covering injury to spectators at such non-commercial activity as a condition of Center use.

This policy shall not be construed to be a waiver of limits of or exemptions from liability by the Board of County Commissioners, including its elected or appointed officers, employees or agents, under C.R.S. 13-21-119 and/or C.R.S. 24-10-101 *et seq.*

This policy is not and shall not be construed to be an acceptance, either partially or wholly, by the Board of County Commissioners, and/or its elected or appointed officers, employees and agents, of any risk or liability of any equine activity sponsor, equine professional, sponsor of non-commercial activity or spectator at the Center.

This policy is not and shall not be construed to be advice or counsel, legal or otherwise, to equine activity sponsors or equine professionals or sponsors of non-commercial activity who may use the Center whether to obtain insurance for spectators of equine activities or non-commercial activities.

The Center will post and maintain signage containing the warning language specifically required by and in the manner outlined by C.R.S. 13-21-119, as it may be amended.

Fees:

The fees below will be charged and collected by Center staff for use of the Center, and fees must be paid in advance of the scheduled use. Stated fees are for daily use unless otherwise stated, and fees will



not be prorated for portions of a day. No fee listed below may be reduced or waived without pre-approval from the Board. However, if time constraints are an issue, such pre-approval may be provided by the County Manager so long as that decision is acknowledged by the Board during the next available regular meeting. Use of the Center for official County and 4H activities will not incur fees.

McDonough Room	Small conference room downstairs, 24' x 24', seats 35.	\$33	Reservations may be made no more than 30 days prior to use. Users are responsible for arranging the room for use and leaving the room as they found it.
Hartman Room	Upstairs conference room, 34' x 57', seats 50.	\$70	Food and drink are not allowed in this carpeted area.
Van Tuyl Room	Concrete-floored multi-purpose room, 50' x 80', seats 220.	\$85 for up to 150 people. \$116 for up 151-220 people.	
Esty Room	Rubber-floored multi-purpose room, 125' x 80', seats 400.	\$74 for up to 40 people. \$158 for 51-150 people. \$200 for 151-400 people.	
Kitchen	Refrigerator, sinks, sanitizer, ice-maker, two ovens, four-burner stove, commercial microwave oven, and food preparation surfaces.	\$40	
Outside Arena and Pavilion		\$110 (arena will be watered before event and worked with drag each morning), plus \$50 for midday working and \$46/hour if tractor and driver are requested to be available for dragging between barrel racers.	Use for clinics, horse shows, circuses, lessons, and motor sports.
		\$1,000	Mud races
		\$1,200 per Season	Use by local team-roping and barrel-racing clubs that use the Center for weekly events from May through September annually.
Arena Only		\$25 annually	Use by individuals.
Pavilion Only	50' x 80'	\$50	
Vehicle Parking Only	Approximately 10 acres.	\$30 per vehicle if camping with access to electric; \$25 per vehicle if camping with access to water and electric; there is no charge for dry camping if meeting space, pavilion and/or arena are rented concurrently.	RV conventions and Jeep Jamborees. Groups must provide additional dumpsters and portable toilets.
Covered Stalls & Outside Pens	Stalls hold one animal, pens hold more than one animal.	\$20 per stall or pen	Stalls are to be left clean. Locations are identified in each barn for manure and shavings.
Alcohol	Serving and/or selling alcohol anywhere on Center property.	\$90	Users provide their own alcohol. Serving and/or selling alcohol at the Center

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			requires prior approval. See below for more information.
Dance Floor	Up to 450 square feet.	\$100	
Portable Stage	Up to six sections (each are 4' x 8') are available for various configurations.	\$10	
LCD Projector		\$10	
Sound Equipment	Amplifier, speakers, corded/wireless mics.	\$10	
Podium	Standing and table-top options.	\$4	

**Serving Alcohol:**

Alcoholic beverages may be served, but **NOT SOLD**, at the Center when the Center is rented for a private function and the event is by invitation only. If there is any doubt as to whether your function is considered private, please call the City Clerk's Office at 970-641-8080. A written request describing the event must be submitted for approval at least 72 hours prior to the event to Gunnison County Deputy County Manager Marlene Crosby or designated staff member at 195 Basin Park Drive, Gunnison Colorado 81230. The request must include the following information or it will not be processed:

1. Name of Person/Organization renting the facility
2. Address of contact person responsible for ensuring compliance with the conditions imposed
3. Phone number (if available) of contact person
4. Date of the Event
5. Time of the Event
6. Type of Event (wedding reception, birthday party, etc.)

Gunnison County reserves the right to approve, deny or place conditions on any request to serve alcoholic beverages at the Center.

**Selling Alcohol:**

Alcoholic beverages **MAY BE SOLD**, but only with prior approval of the City of Gunnison and the State of Colorado in compliance with the Special Events Liquor Permit application that must be submitted to the City of Gunnison no later than 30 (thirty) days prior to the event.

A written request describing the event must also be submitted for approval at least 72 hours prior to the event to Gunnison County Deputy County Manager Marlene Crosby or designated staff member at 195 Basin Park Drive, Gunnison Colorado 81230. Gunnison County reserves the right to approve, deny or place conditions on any request to sell alcoholic beverages at the facility. The request must include the following information or it will not be processed:

1. Name of Person/Organization renting the facility
2. Address of contact person responsible for ensuring compliance with the conditions imposed
3. Phone number (if available) of contact person
4. Date of the Event
5. Time of the Event
6. Type of Event (wedding reception, birthday party, etc.)

**COMPLIANCE**

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary in order to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

**APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS**

1. C.R.S. 13-21-119. Equine activities – llama activities – legislative declaration – exemption from civil liability.
2. C.R.S. 18-9-117. Unlawful conduct on public property.
3. C.R.S. 24-10-101, *et seq.* Governmental immunity.
4. Gunnison County Policy #5.2.3. Allowances, Restrictions and Responsibilities Regarding Animals in County Facilities and on County Grounds.

All policies are subject to amendment. Refer to the Gunnison County website ([www.GunnisonCounty.org/Policies](http://www.GunnisonCounty.org/Policies)) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

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

**Agenda Item:** Memorandum of Understanding; U.S. Department of th

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The USDI, BLM and Gunnison County enter this MOU outlining cooperating agency relationship responsibilities during the National Environmental Policy Act (NEPA) process for the proposed big game habitat, movement route and migration corridor resource management plan amendment

**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:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/26/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/2/2022



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT  
Colorado State Office  
2850 Youngfield Street  
Lakewood, Colorado 80215-7210

In Reply Refer To: 1610 (LLCO000000)  
1610 (CO-930)

July 19, 2022

## **To: Parties Interested in Big Game Habitat, Movement Route, and Migration Corridor Conservation Related to Oil and Gas within the BLM Colorado Field Offices.**

### **BIG GAME HABITAT AND MIGRATION CORRIDOR AMENDMENT**

In accordance with the National Environmental Policy Act (NEPA), the Bureau of Land Management (BLM) is initiating a Resource Management Plan Amendment (RMPA) with an associated Environmental Impact Statement (EIS) to consider an amendment to BLM Colorado land use plans for the preliminary purpose of evaluating alternative management approaches for BLM planning decisions to maintain, conserve, and protect big game corridors and other important big game habitat areas on BLM-managed public lands and minerals in Colorado. **The BLM is opening a 45-day public scoping period, expected to begin July 19, 2022<sup>1</sup>.**

**PROJECT WEBSITE:** More information can be found on the project website: <https://go.usa.gov/xzXxY>.

**PUBLIC SCOPING:** The BLM plans to provide two virtual public scoping meetings and three in-person public scoping meetings in Colorado. The BLM will post exact dates and times on the above project website. Please check this website for public meeting registration information.

The BLM will accept comments for 45 days, commencing with the first day of scoping. The BLM will consider information we receive during scoping to help develop the RMPA/EIS. Please submit your comments by **September 2, 2022**. You may provide comments online through the project website commenting function, through US Mail, or by attending a meeting.

**Online:** <https://go.usa.gov/xzXxY>

**Mail:** BLM Colorado State Office  
Attn: Big Game RMPA/EIS  
2850 Youngfield Street  
Lakewood, CO 80215

The planning area includes all 64 counties in Colorado and encompasses approximately 8.3 million acres of BLM-managed surface land and approximately 27 million acres of Federal mineral estate. This acreage includes Federal minerals on Federal lands and “split estate” Federal

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<sup>1</sup> Please check the BLM website at <https://go.usa.gov/xzXxY> to verify the date the scoping period begins, which will be the date of the Notice of Intent publication in the *Federal Register*.

minerals located under surface lands with non-Federal ownership. The decision area includes all BLM public lands and approximately 4.6 million acres of split-estate private, local government, and state lands.

The BLM will consider whether to incorporate new or changed oil and gas management decisions in existing BLM land use plans, such as limits on high-density development, including facility and route density limitations, and other lease stipulations that would incorporate conservation measures for important big game habitat. The BLM will analyze planning-scale oil and gas management prescriptions for consistency with other federal, state, and local requirements and BLM's mandate under the Federal Land Policy and Management Act.

The RMPA/EIS will follow the public participation requirements in BLM's land use planning regulations (43 CFR Part 1600). The proposed schedule for the RMPA/EIS is:

Draft RMPA/EIS public comment (90 days)	April 2023
Final EIS/Public protest period (30 days)	January 2024
Governor's Consistency Review (60 days)	January 2024

**QUESTIONS:** Please contact Alan Bittner, Deputy State Director—Resources, telephone 303-239-3768; at the mailing address above; or email [BLM\\_CO\\_corridors\\_planning@blm.gov](mailto:BLM_CO_corridors_planning@blm.gov).

Thank you for your interest.

Sincerely,

Alan Bittner,  
Deputy State Director—Resources  
BLM Colorado



**MEMORANDUM OF UNDERSTANDING  
AMONG THE  
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT,  
COLORADO STATE OFFICE  
AND  
GUNNISON COUNTY, COLORADO  
FOR  
COOPERATIVE DEVELOPMENT OF THE  
BIG GAME HABITAT, MOVEMENT ROUTE AND MIGRATION CORRIDOR  
RESOURCE MANAGEMENT PLAN AMENDMENT**

**I. Introduction**

The U.S. Department of the Interior (USDI), Bureau of Land Management, Colorado State Office (herein referred to as “BLM”) and Gunnison County (County/Cooperator) collectively referred to herein as “the Parties,” enter this Memorandum of Understanding (MOU) outlining cooperating agency relationship responsibilities during the National Environmental Policy Act (NEPA) process for the proposed big game habitat, movement route and migration corridor resource management plan amendment (RMPA) in Colorado, hereafter referred to as “the Project.” This MOU establishes a cooperating agency relationship between the BLM and the County, provides a framework for cooperation and coordination, and documents agreed upon procedures, roles, and responsibilities associated with the preparation of the environmental impact statement (EIS).

The BLM will consider and analyze an amendment to applicable BLM Colorado land use plans to evaluate consistency with plans of other Federal and State agencies, Local governments, and Tribes, to the extent possible with the BLM’s responsibility under the Federal Land Policy and Management Act of 1976 (FLPMA), as amended, for the conservation of big game movement routes, migration corridors and other important habitat areas. FLPMA mandates “land use plans [of the Secretary] shall be consistent with State and local plans to the maximum extent [the Secretary] finds consistent with Federal law and the purposes of this Act” (43 U.S.C. 1712).

The cooperating agency relationship established through this MOU shall be governed by all applicable legal and regulatory mandates, including FLPMA, Council on Environmental Quality’s (CEQ) NEPA regulations (40 CFR §1500; in particular, 40 CFR 1501.8), DOI Implementing Regulations (43 CFR 46), and the BLM’s planning regulations (43 CFR §1600; in particular, 43 CFR 1610.3.). The BLM recognizes a compelling need to ensure the interests of the County are accounted for and the agencies are meaningfully engaged in the above stated Project. As such, the BLM has invited Gunnison County to be a cooperating agency pursuant to 40 CFR §1501.8.

The BLM acknowledges that the County has jurisdiction by law and/or special expertise applicable to the project, as defined at 40 CFR §1508.1 The County is a cooperating agency due

to expertise with County plans, implicated and applicable County land use and other regulations, and resources within the County.

This MOU will facilitate a cooperative environmental review process ultimately aiding the goals and missions of the Parties. The Parties agree to work cooperatively during the planning and NEPA process. This MOU does not invalidate any existing agreements between the BLM and the County.

## **II. Background**

Policies exist at Federal and State levels for the conservation of movement routes, migration corridors and important habitat for big game species. The “America the Beautiful” initiative sets targets for conserving the nation’s lands and waters—expanding collaborative conservation of wildlife habitats and corridors is one of the top priorities. The Department’s Secretarial Order 3362 “Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors” was signed in 2018. The Order is focused on conserving, enhancing, restoring, or improving the condition of priority big game winter range and migration corridor habitat. The Order directs BLM and appropriate Bureaus within DOI to work with states, including Colorado, to enhance and improve big game winter range and migration corridors on federal lands managed under the Department.

In 2019, the Governor of Colorado, Jared Polis, signed executive order D 2019 011, *Conserving Colorado’s Big Game Winter Range and Migration Corridors*. In 2021, the Colorado Parks and Wildlife updated their action plan for *Implementation of Department of the Interior Secretarial Order 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors*. In 2021, Colorado Department of Natural Resources released a report titled *Opportunities to Improve Sensitive Habitat and Movement Route Connectivity for Colorado’s Big Game Species*, encouraging the BLM to adopt recommendations for managing land use development in big game seasonal migration corridors, movement routes, priority winter ranges, and production, calving, fawning, and summer concentration areas.

### *Definitions*

1. Lead Agency means the Federal agency having the primary responsibility for preparing the NEPA document and for supervising compliance with the requirements of NEPA (42 U.S.C. §§ 4321 et seq.), and the regulations established by the Council on Environmental Quality (CEQ) (40 CFR 1501.7 Lead Agencies). For purposes of this MOU, the BLM is the Lead Agency for the Project.
2. Cooperating Agency or Cooperator means any Federal, State, or local agency, or tribal government which has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposed major Federal action significantly affecting the quality of the human environment. The selection and responsibilities of a cooperating agency are described in 40 CFR Part 1501.8. For purposes of this MOU, the County is a Cooperating Agency for this Project. Additional State or local agencies of similar qualifications or a Tribe may, by separate agreement, may become a Cooperating Agency.

3. An EIS is a detailed written Environmental Impact Statement as required by Section 102(2)(c) of NEPA, and as defined by CEQ regulations at 40 CFR 1500-1508. NEPA regulations (40 CFR §1508.1).
4. A No Action Alternative for this proposed Project means the Proposed Actions would not be implemented and there would be no change from the current planning decisions.

### **III. Purpose**

- A. This MOU designates the BLM as Lead Agency, and the County as Cooperating Agency in the proposed Project. The BLM determined an EIS should be prepared to analyze the impacts of the proposed Project because the effects of the Proposed Action are likely to significantly affect the quality of the human environment.
- B. To provide a framework for cooperation and coordination between the BLM and the County to ensure successful completion of the RMPA/EIS in a timely, efficient, and thorough a manner that satisfies compliance requirements.
- C. To recognize that the BLM is the Lead Agency with the responsibility for the completion of the RMPA/EIS and the Record of Decision (ROD).
- D. To formalize the commitment among the Parties regarding their respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning and NEPA process.

### **IV. Authority**

- A. The BLM's authorities to enter into and engage in the activities described within this MOU include, but are not limited to:
  1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
  2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
- B. Regulations implementing the above authorities:
  1. Council on Environmental Quality NEPA regulations (40 CFR §1501.7 *et seq.*).
  2. U.S. Department of the Interior's NEPA regulations, (43 CFR parts 46, *et seq.*), and its regulation regarding Cooperating Agencies (43 CFR § 46.225(d)).
  3. BLM planning regulations (43 CFR §1601 *et seq.*).

This MOU does not grant the signatories any additional rights or powers, nor does it excuse the signatories from fulfilling any other statutory obligation they might have or otherwise diminish their respective regulatory jurisdiction and authority. Each Party is responsible for its own actions/omissions. This MOU does not incur upon the signatories a shared statutory responsibility to fulfill the obligations of the other signatories.

## V. Roles and Responsibilities

### A. Responsibilities of all Parties:

1. The Parties agree to participate in this planning and NEPA process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the RMPA/EIS, the Parties agree to utilize the facilitation and conciliation procedures described below (see Sections VI.E and VI.H).
2. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for RMPA/EIS milestones and timeframes for Cooperating Agency reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the RMPA/EIS process. This MOU does not authorize funding from or to either party.
4. Each party will assist other agencies to the best extent possible and coordinate the exchange of information among the Parties for use of the best available science.
5. The EIS shall be completed in two years from the date of the issuance of the notice of intent and prepared in 300 pages or fewer (excluding appendices) unless a senior agency official of the Department approves in writing a new time or page limit (40 CFR §1501.10).
6. Each Party will meet upon request and make available staff support to enhance interdisciplinary capability.

### B. Lead Agency (BLM) Responsibilities:

1. The BLM is the Lead Agency with responsibility for preparation of the RMPA/EIS. It will ultimately be the responsibility of the BLM to comply with NEPA.
2. The BLM will collaborate, to the fullest extent possible, with the County concerning those issues relating to their special expertise.
3. Coordinate to develop the purpose and need and alternatives in consultation with cooperating agencies (§1501.7). Additionally, responsibilities include coordinating with cooperating agencies during opportunities outlined in Attachment A, including analyzing data, developing alternatives, evaluating alternatives and estimating the effects, and/or carrying out any other tasks necessary for the development of the RMPA/EIS.
4. As the Lead Agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft RMPA/EIS, the Proposed RMPA/Final EIS, and the ROD. The BLM's responsibilities include final determination of the purpose and need, selecting alternatives for analysis,

identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements. Where the County may provide information, review, or contribute to analysis, the BLM is still responsible for all content within the RMPA/EIS.

5. To the fullest extent consistent with its responsibilities as the Lead Agency, the BLM will consider the comments provided by the County in the RMPA/EIS process, giving particular consideration to those topics on which the agency are acknowledged to possess jurisdiction by law or special expertise. The BLM will use information from the County to the maximum extent possible consistent with its responsibility as the Lead Agency.
6. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the County copies of the documents underlying the RMPA/EIS relevant to the agency responsibilities, including biological assessments, technical reports, data, comments received, and working drafts related to the Draft and Final RMPA/EIS.
7. Develop the schedule (Attachment B) in consultation with cooperating agencies, setting milestones for all environmental reviews and authorizations required for implementation of the action. Appropriate timelines should be adhered to throughout the process to the extent practicable by all parties. If a milestone is anticipated to be missed, agency representatives will be notified as soon as practicable (40 CFR §1501.7). Parties acknowledge the schedule may or may not be modified if a party cannot meet a milestone.
8. Maintain records management and decision file to provide for the official administrative record for the Project, protecting all proprietary information and data collected to the extent allowed by the Freedom of Information Act (FOIA), the Privacy Act, and/or other Federal law.
9. The BLM is responsible for developing the cost estimate for preparation of the RMPA/EIS (40 CFR §1502.11).
10. The BLM is responsible for obtaining contractor support for the RMPA/EIS. To facilitate timely and efficient completion of required environmental documents, the BLM intends to contract the EIS preparation with a consulting firm approved by the BLM. The contractor will conduct the environmental analysis process and to prepare a Draft and Final EIS for BLM review at the BLM's expense. The BLM and the contractor will work together in a professional and productive manner under NEPA, and all other applicable Federal and State laws, including if a biological assessment will be prepared. The County's relationship with the contractor shall be governed by Section VI.I.
11. The BLM will maintain the integrity of the NEPA process for the EIS consistent with

Sec. 5 of Secretarial Order 3399 (April 16, 2021) to “utilize the NEPA process to restore transparency and integrity to the decision-making process.”

C. Cooperating Agency Responsibilities:

1. The County is a cooperating agency in this RMPA/EIS process and is recognized to have jurisdiction over and special expertise in the planning area. Counties participating as cooperating agencies in this effort are recognized to have special expertise in the following areas within the County: local land use information; resource management; oil and gas; socio-economics; soliciting public opinion; and engaging in matters relating to public land use and other county matters. In addition, pursuant to its land use and other applicable authorities under Colorado law, the County has promulgated regulations in its Land Use Resolution for the protection of wildlife and wildlife habitat, in particular LUR Section 11-106, Protection of Wildlife Habitat Areas.
2. The County may provide information, comments, and technical expertise to the BLM regarding those elements of the RMPA/EIS in which the agency has jurisdiction or special expertise or for which the BLM requests assistance. In particular, the County may provide information on relevant issues, data needs, and analysis.
3. Within the areas of their jurisdiction or special expertise, the County may participate in activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve issues, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on administrative drafts of the RMPA/EIS and supporting documents.
4. The County will meet the BLM’s schedule, including providing comments in a timely manner and limit comments to those matters for which the Cooperating Agencies have jurisdiction by law or special expertise with respect to any environmental issue (40 CFR §1501.8(7)). If a milestone is anticipated to be missed, any issues relating to purpose and need, alternatives, or other issues that may affect ability to meet the schedule, should be elevated to the BLM for timely resolution (40 CFR § 1501.7). Additional time may not be granted.
5. On request of the BLM, the County will make available staff support review of the NEPA documents. In response to the BLM’s request for assistance, if program commitments preclude any involvement or the degree of involvement requested in the action that is the subject of the environmental document, the County will notify the BLM as soon as practicable (40 CFR §1501.7).
6. The County may contribute to the project Decision File, protecting all proprietary information and data collected to the extent allowed by Freedom of Information Act (FOIA), the Privacy Act, Colorado Privacy Act, the Colorado Open Records Act (CORA) and/or other state or Federal law. To the extent permitted by law, the

County agrees not to release these materials to individuals or entities other than the Parties to this MOU (and their contractors), except as provided in Section VI.K.

## **VI. Other Provisions**

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available. The Anti-Deficiency Act, 31 U.S.C. §1341, prohibits Federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available. This MOU is neither a fiscal nor a funds obligation document.
- C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator, including officials, employees, or contractors, having a financial interest in the outcome of the RMPA/EIS. Questions regarding potential conflicts of interest should be referred to BLM headquarters or ethics counselors for resolution.
- E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMPA/EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Draft RMPA/EIS and the Proposed RMPA/Final EIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F. Nothing in this MOU precludes the County from participating in all phases of the planning process generally available to the public. Management of information. Any records or documents generated because of the project become part of the official BLM record maintained in accordance with BLM record management policies. The Cooperator acknowledges that all supporting materials and draft documents may become part of the project record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by §24-72-201 to 24-72-206, C.R.S. The Parties agree that the BLM at its discretion may withhold from the cooperators those documents that would otherwise be available for public release under 24-72-201 to 24-72-206, C.R.S.

- G. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts and may agree to initiate a dispute resolution process. The Parties acknowledge that the BLM retains final responsibility for the decisions identified in the RMPA/EIS and ROD.
- H. The BLM, at its discretion, may select a contractor, or contractors, to assist in preparation of the RMPA/EIS. The contractor would support the BLM with public involvement, data collection, environmental analysis, and RMPA/EIS preparation. The Cooperators may only communicate with the BLM contractor through or with the approval of the BLM's representative. Specific opportunities may be provided for the Cooperators to provide information and comments directly to the contractor. In addition, sub-groups can be established as needed to collaborate with the BLM and the contractor's technical staff on matters within County jurisdiction or areas of special expertise. Parties acknowledge that the BLM retains the exclusive responsibility to authorize modifications to any BLM contracts and the County is not authorized to provide technical or policy direction regarding the performance of the contract.
- I. Contingent Upon Appropriations and Authorization: Where activities provided for in the MOU extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the MOU. The expenditure or advance of any money or the performance of any obligation of the United States under this MOU shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States for failure to perform any obligation under this MOU in the event that funds are not appropriated or allotted.
- J. Confidentiality: All Parties agree to keep all documents, including drafts, provided during the NEPA process and pursuant to this MOU confidential to the extent allowable by law. Each party will provide notice to the other before disclosing any document required by law to be disclosed to outside parties that has been shared with Cooperators or BLM pursuant to this MOU. All Parties agree to keep all deliberations concerning the process, prior to the release of a public Draft RMPA/EIS confidential to the extent allowable by law.
- K. Media Inquiries: All Parties agree that all media inquiries will be coordinated such that any response is a single joint response agreed to by all Parties.

## **VII. Agency Representatives**

Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the County and the BLM during the planning and NEPA process. Each Party may change its representative at will by providing written notice to the other Parties.

## **VIII. Administration of the MOU**

- A. Approval: This MOU becomes effective upon signature by the authorized officials of

the BLM and the County.

- B. Amendment: Amendment or modification of this MOU, within the scope of the MOU, shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by the Parties, prior to any changes being performed.
- C. Termination: If not terminated earlier, this MOU will end when the ROD for the RMPA/EIS is approved by the BLM State Director. Either of the Parties, in writing, may terminate the MOU, in whole or in part, at any time before the date of expiration.

**IX. Signatures**

BUREAU OF LAND MANAGEMENT (LEAD AGENCY)

By: \_\_\_\_\_

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

Alan Bittner, Deputy State Director—Resources  
BLM Colorado

GUNNISON COUNTY, COLORADO

By: \_\_\_\_\_

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

Jonathan Houck, Chairperson  
Board of County Commissioners

**Attachment A**  
**Cooperating Agency Participation in the Big Game Corridor**  
**RMPA/EIS**

<b>RMPA/EIS Stage</b>	<b>Potential Activities of Cooperating Agencies within acknowledged areas of expertise</b>
Data Share; Conduct scoping and identify issues	Identify data needs; provide data and technical analyses within the cooperator's expertise. Identify coordination or consultation requirements; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments following the NOI.
Develop planning criteria	Provide any advice on proposed planning criteria. Identify pertinent elements of relevant plans and legal requirements that shape other policies and responsibilities.
Baseline Assessment	Provide input on the Affected Environment, such as information on local monitoring and baseline data related to expertise
Formulate alternatives	May cooperate with the BLM Colorado State Office in developing alternatives. Suggest goals and objectives for potential alternatives. Suggest land allocations or management actions to resolve issues. Suggest management actions to resolve issues. Decision to select alternatives reserved to the BLM.
Estimate effects of alternatives	Review, and where appropriate, may develop effects analysis within area of expertise; suggest models and methods of impact analysis; suggest mitigation measures for adverse effects.
Select the preferred alternative; issue Draft RMP/EIS	Cooperate with the BLM Colorado State Office in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Draft RMPA/EIS. Cooperating agencies may provide written, public comments on Draft if desired. Decision to select a preferred alternative and to issue a Draft is reserved to the BLM.
Respond to comments	As appropriate, review comments within expertise and provide assistance in preparing the BLM's responses.
Issue Proposed RMP/FEIS	Action reserved to the BLM.
Initiate Governor's Consistency Review	Once initiated by the BLM, State Cooperating Agencies may contribute to the Governor's Consistency Review.
Sign ROD	Action reserved to the BLM.

Resolve protests; modify Proposed RMP/FEIS if needed; sign ROD	Action reserved to the BLM. A cooperator that has provided information relevant to a protest may be asked for clarification. Cooperating relationship does not negate an agency's or government's rights to comment or protest the decision.
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**Attachment B:  
Schedule Overview**

Target Timeline	Key Milestones
<b>Spring 2022</b>	Invite cooperating agencies; begin data sharing for the RMPA/EIS and continuous cooperating agency meetings
<b>Summer 2022</b>	Preliminary alternative, identify issues
<b>June 2022</b>	Notice of Intent and 45-day scoping period
<b>December 2022</b>	4-week review of draft RMPA/EIS
<b>April 2023</b>	Notice of Availability for the RMPA/DEIS and 90-day public comment period
<b>September 2023</b>	4-week review of proposed RMPA/EIS
<b>January 2024</b>	Notice of Availability for the proposed RMPA/FEIS
<b>January 2024</b>	Public Protest Period (30 days) and Governor’s Consistency Review (60 days). If protests, BLM’s protest resolution is an internal review process
<b>June 2024</b>	Record of Decision/Approved Plan

**Attachment C**  
**Agency Representatives**

**Bureau of Land Management Colorado**

Primary Representative:

Ashley Phillips  
State Office Planning and Environmental Coordinator  
[amphillips@blm.gov](mailto:amphillips@blm.gov)  
303-239-3948

Backup Representative:

Alan Bitter  
Deputy State Director – Resources  
[abittner@blm.gov](mailto:abittner@blm.gov)  
303-239-3768

**Gunnison County**

Primary Representative:

Jonathan Houck  
County Commissioner  
[jhouck@gunnisoncounty.org](mailto:jhouck@gunnisoncounty.org)  
970-641-0248

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

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**Agenda Item:** Request to quitclaim County water rights and aband

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Request to quitclaim County water rights and abandonment of subdivision plat in relation to Snowbound subdivision

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/27/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 8/2/2022

---



# LAW OF THE ROCKIES

525 N. Main Street, Gunnison, CO 81230 | 970.641.1903  
lawoftherockies.com | Email: kburgemeister@lawoftherockies.com

**Members**  
Marcus J. Lock  
Jacob A. With  
Kendall K. Burgemeister

**Of Counsel**  
John R. Hill, Jr.

**Special Counsel**  
Daniel P. Spivey

March 15, 2021

**Via electronic mail**

Gunnison County  
c/o Matthew Birnie, Cathie Pagano

***Re: Snowbound Subdivision water supply***

Matthew and Cathie:

I represent Jeffe Hall, who owns all the lots (1-10) in the Snowbound subdivision near Beaver Lake just east of Marble. Ms. Hall has been advised by the Division of Water Resources that she lacks a legal supply of water for residential use on this property. The most feasible solution to provide that water supply would require some cooperation from Gunnison County, which is why I am reaching out to you. I am including Cathie on this correspondence because the proposed solution involves a land use change (vacating the subdivision, effectively “down-zoning” the property to a single residential parcel), and I am including Matthew because it invokes the County’s proprietary interest in certain water rights inherited from the Marble Metropolitan District.

Below, I provide a brief history of this property and its water supply, a summary of the proposed resolution, and what I believe would be the requisite action by Gunnison County to accomplish the proposed resolution.

In 1977, a 31.18 acre parcel of land that would later become the Snowbound subdivision was created in the NE1/4SW1/4 of Section 25, T11S, R88W, 6th PM, through a subdivision exemption process (Gunnison County BOCC Resolution 1977-18 attached). Pursuant to state statute and DWR policy and historical practice, this 31.18 acre parcel would be entitled to a single exempt well for domestic use inside one single-family dwelling.

In 1985, the 31.18 acre parcel was subdivided into the Snowbound subdivision. The plat showing 10 residential lots and common area is attached. An aerial photo showing the current assessor parcels is provided below. As a post-1972 subdivision, the lots within Snowbound do not qualify for exempt domestic wells. Accordingly, Ms. Hall’s predecessor entered into a Water Service Agreement with the Marble Metropolitan District (MMD), pursuant to which MMD undertook the obligation to provide the water supply for the subdivision. A copy of the recorded Water Service Agreement is attached.

Figure 1: Snowbound Subdivision



The proposed physical source of water supply was a well located within the Snowbound subdivision known as the Marble Metropolitan District Municipal Water System Intake No. 10, and known alternatively as “the Snowbound Well.”

The MMD Municipal Water System was originally decreed in Case No. W-1905 with 9 separate points of diversion (“Intake Points”). The System was awarded a 10 cfs conditional water right with a 1972 priority date. In addition to this junior water right, in Case No. W-1906 the following senior surface rights were changed to allow diversion through any of the MMD Municipal Water System Intake Points during the historical irrigation season:

- Forsch Irrigating Ditch, Priority 121A, 0.112 cfs
- Barnes-Baroni Ditch, Priority 740, 0.016 cfs
- Cockburn No. 1 Ditch, Priority 687, 0.104 cfs
- Cockburn No. 3 Ditch, Priority 688, 0.020 cfs
- Cookman Ditch, Priority 739, 0.026 cfs

In Case No. 88CW410, the Snowbound Well was added as the 10<sup>th</sup> Intake Point for the MMD Municipal Water System, which meant that a portion of the 10 cfs 1972 priority MMD Municipal Water System water right, or a portion of the above-listed surface water rights could be diverted through the Snowbound Well.

The 88CW410 Decree states that the Snowbound Well is located on Lot 9 of the Snowbound subdivision and that it was “a well serving the Snowbound Subdivision.” The only residence

within the subdivision is located on Lot 1, and according to Gunnison County assessor records it was completed in 1984.

In 1999, the MMD was dissolved, and its assets were transferred to the Board of County Commissioners of Gunnison County, Colorado. The assets transferred expressly included “all water rights which the District may own or lay claim to,” and specifically included the MMD Municipal Water System, the above listed senior surface water rights, and “all equipment now installed in the Snowbound Subdivision central water system.”

On January 26, 2000, the Board of County Commissioners filed notice with the water court that it was now the owner of the conditional MMD Municipal Water System water right. The Board of County Commissioners did not file the required application for a finding of reasonable diligence and on July 11, 2002, the water court cancelled the conditional MMD Municipal Water System water right. Additionally, the water court had previously abandoned the Priority 687 and 688 water rights in Case No. 91CW278. As a result the only water rights remaining to be diverted through the Metropolitan District Municipal Water System are:

- Forsch Irrigating Ditch, Priority 121A, 0.112 cfs
- Barnes-Baroni Ditch, Priority 740, 0.016 cfs
- Cookman Ditch, Priority 739, 0.026 cfs

As mentioned above, these water rights are only available during the irrigation season, and even then, they are not always in priority. As a result, they are inadequate to provide a legally sufficient supply of water to the Snowbound subdivision. In Case Nos. W-1906 and 88CW410, a plan for augmentation was decreed to replace out of priority depletions from the MMD Municipal Water System, but the sources of augmentation water are not currently operable. (The only named sources of augmentation water are a portion of the Beaver Lake Ditch, which is also limited to the historical irrigation season and not always in priority, and water stored in Orlosky Reservoir No. 2 after being diverted pursuant to the Metropolitan District Municipal Water System water right, which, as mentioned above, has been cancelled.)

Ms. Hall would like to propose the following solution that we believe is fair and beneficial to all parties:

1. Ms. Hall would apply to abandon the Snowbound subdivision plat and restore this property to the single 31.18-acre parcel that was approved in the 1977 subdivision exemption.
2. Ms. Hall would apply for an exempt well permit to serve the existing single-family dwelling within the Snowbound property. While the Division of Water Resources will not guarantee the outcome of a well permit application that has not yet been filed, they have indicated that based on the facts that are currently known, it is likely that such a permit would be issued, subject to the caveats discussed in items 3 and 4 below.
3. The Division of Water Resources has stated that an exempt permit cannot be issued for the Snowbound Well unless the right to divert the Forsch Irrigating Ditch, Barnes-Baroni Ditch, and Cookman Ditch water rights through the Snowbound Well is abandoned. Importantly, the Forsch Irrigating Ditch, Barnes-Baroni Ditch, and Cookman Ditch water

rights themselves would *not* be abandoned, just the ability to divert them through the Snowbound Well.

4. The Division of Water Resources has stated that Ms. Hall would need to own the Snowbound Well, which means the Board of County Commissioners would need to quitclaim it to her. We believe that this would be an equitable outcome because the Snowbound Well infrastructure was installed at the Snowbound owner's expense and conveyed to the MMD as part of the consideration for the MMD to provide water service to the property (see ¶¶ 2 and 3 of the Water Service Agreement), and the County, as the successor to the MMD, has not been and would not in the future be fulfilling the MMD's obligation to provide water service to the Snowbound property.

I realize this letter is dense as I have tried to cram 40 years of history into 4 pages. I would be happy to participate in a meeting or phone call to walk through the issues and answer any questions you may have. Please also let me know if I should be directing this communication to someone else. Thank you in advance for your time and attention in considering this matter, which is of great concern to Ms. Hall. I will look forward to hearing from you.

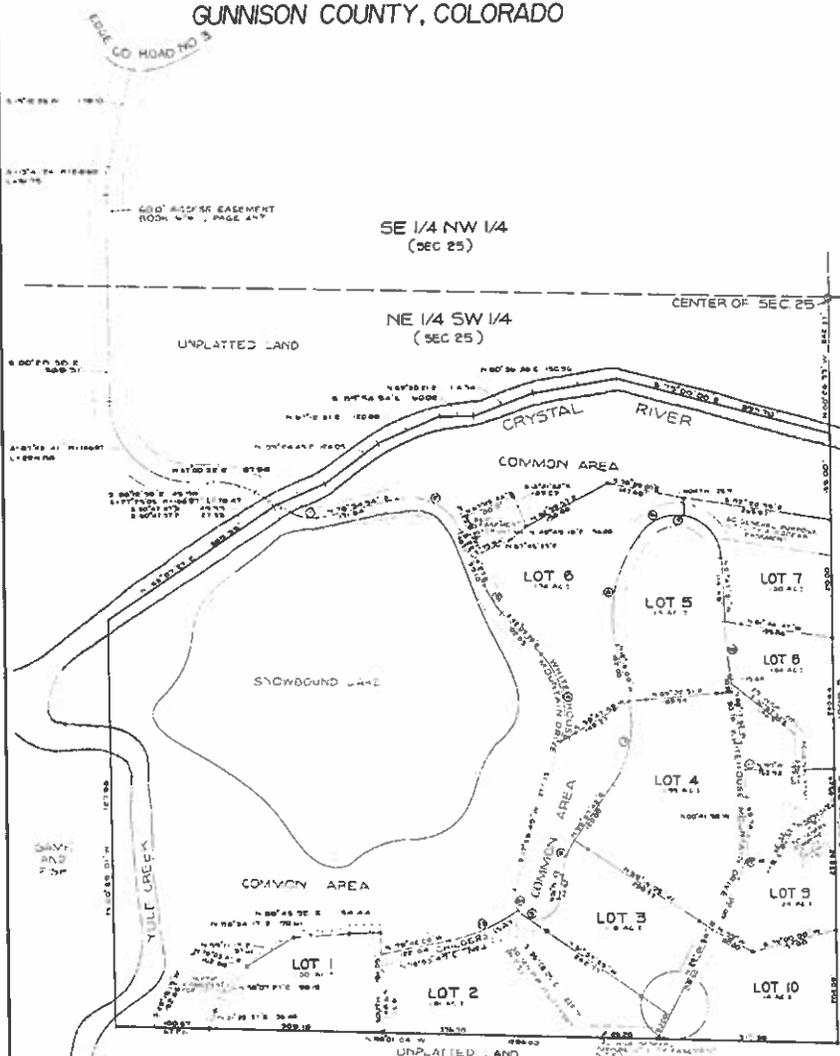
Sincerely,



Kendall K. Burgemeister  
LAW OF THE ROCKIES

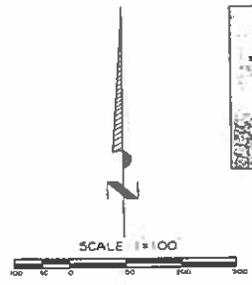
# SNOWBOUND

Situated in Sec. 25, T.11S., R.88W., 6th P.M.  
GUNNISON COUNTY, COLORADO



• INDICATES SET PROPERTY CORNER  
• INDICATES SET 30 WITNESS CORNER  
• INDICATES SET 60 WITNESS CORNER

SE 1/4 SW 1/4  
(SEC 25)



NO.	ACRES	AREA	PERCENT	ADJ. AREA	ADJ. PERCENT	ADJ. AREA	ADJ. PERCENT
1	4.0000	40.00	21.07	63.00	45.41	47.50	30
2	4.0000	40.00	21.07	63.00	45.41	47.50	30
3	4.0000	40.00	21.07	63.00	45.41	47.50	30
4	4.0000	40.00	21.07	63.00	45.41	47.50	30
5	4.0000	40.00	21.07	63.00	45.41	47.50	30
6	4.0000	40.00	21.07	63.00	45.41	47.50	30
7	4.0000	40.00	21.07	63.00	45.41	47.50	30
8	4.0000	40.00	21.07	63.00	45.41	47.50	30
9	4.0000	40.00	21.07	63.00	45.41	47.50	30
10	4.0000	40.00	21.07	63.00	45.41	47.50	30
TOTAL	40.0000	400.00	100.00	2520.00	1125.00	1125.00	300

**NOTES**

1. All lots shown to be developed by a Licensed Professional Engineer or Licensed Professional Surveyor.
2. All lots shown to be developed by a Licensed Professional Engineer.
3. All lots shown to be developed by a Licensed Professional Engineer.
4. All lots shown to be developed by a Licensed Professional Engineer.
5. All lots shown to be developed by a Licensed Professional Engineer.
6. All lots shown to be developed by a Licensed Professional Engineer.

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Signature: *James A. Hartney*

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Signature: *James A. Hartney*

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Signature: *James A. Hartney*

**NOTES**

1. All lots shown to be developed by a Licensed Professional Engineer or Licensed Professional Surveyor.
2. All lots shown to be developed by a Licensed Professional Engineer.
3. All lots shown to be developed by a Licensed Professional Engineer.
4. All lots shown to be developed by a Licensed Professional Engineer.
5. All lots shown to be developed by a Licensed Professional Engineer.
6. All lots shown to be developed by a Licensed Professional Engineer.

Signature: *James A. Hartney*

**NOTES**

1. All lots shown to be developed by a Licensed Professional Engineer or Licensed Professional Surveyor.
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6. All lots shown to be developed by a Licensed Professional Engineer.

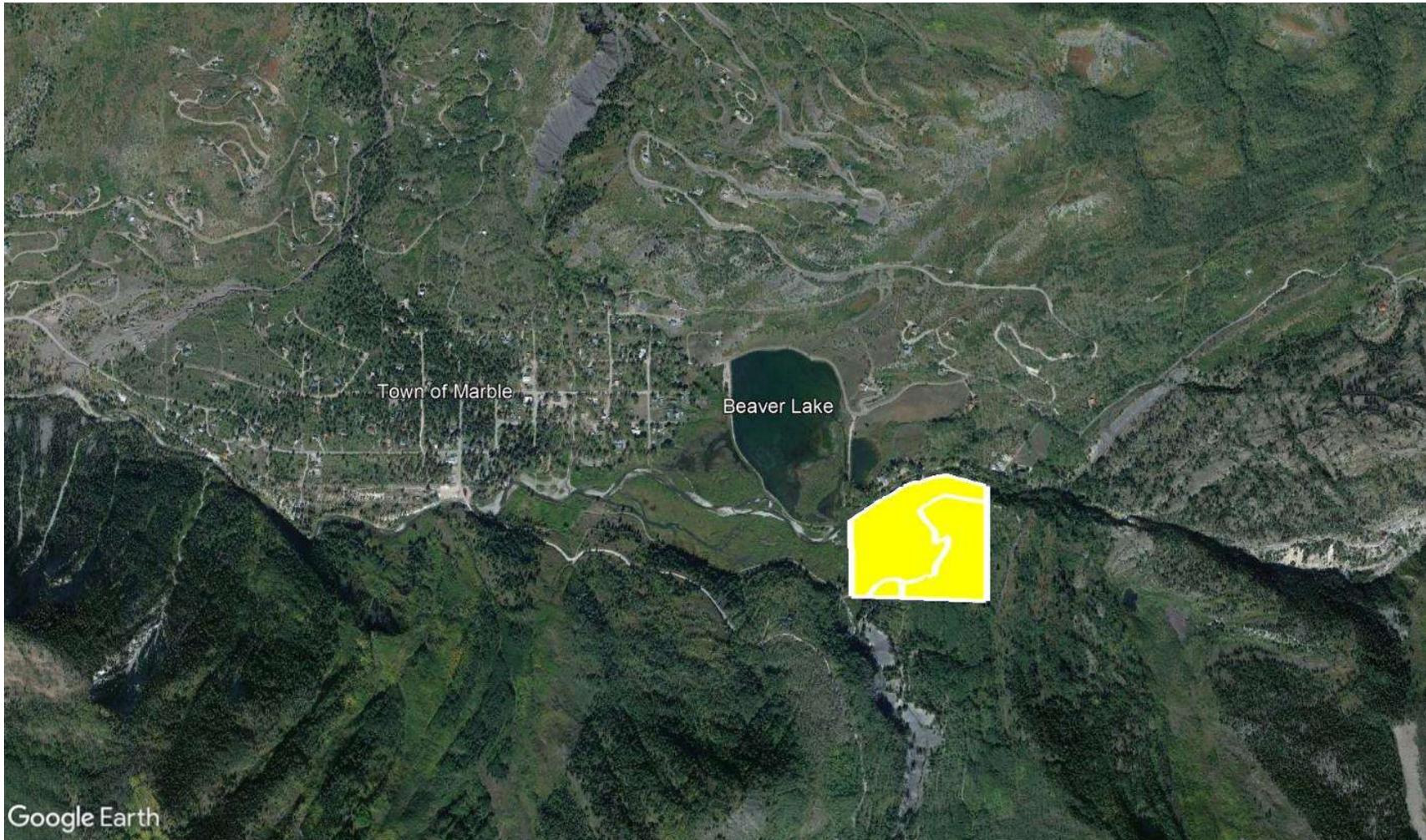
Signature: *James A. Hartney*

**SNOWBOUND**  
SITUATED IN NE 1/4 SW 1/4 SEC 25, T.11 S.,  
R.88 W., 6TH P.M. GUNNISON CO., COLORADO  
LINES IN SPACE SYDNEY LINCICOME L.S. 1111  
BOX 21 CARBONDALE, COLORADO  
303 963-2852  
JUNE 12, 1985 SCALE 1" = 100'

# Snowbound Water Rights

August 2, 2022

# Snowbound Subdivision near Marble



# 1977: Parcel established by subdivision exemption

BOOK 502 PAGE 414

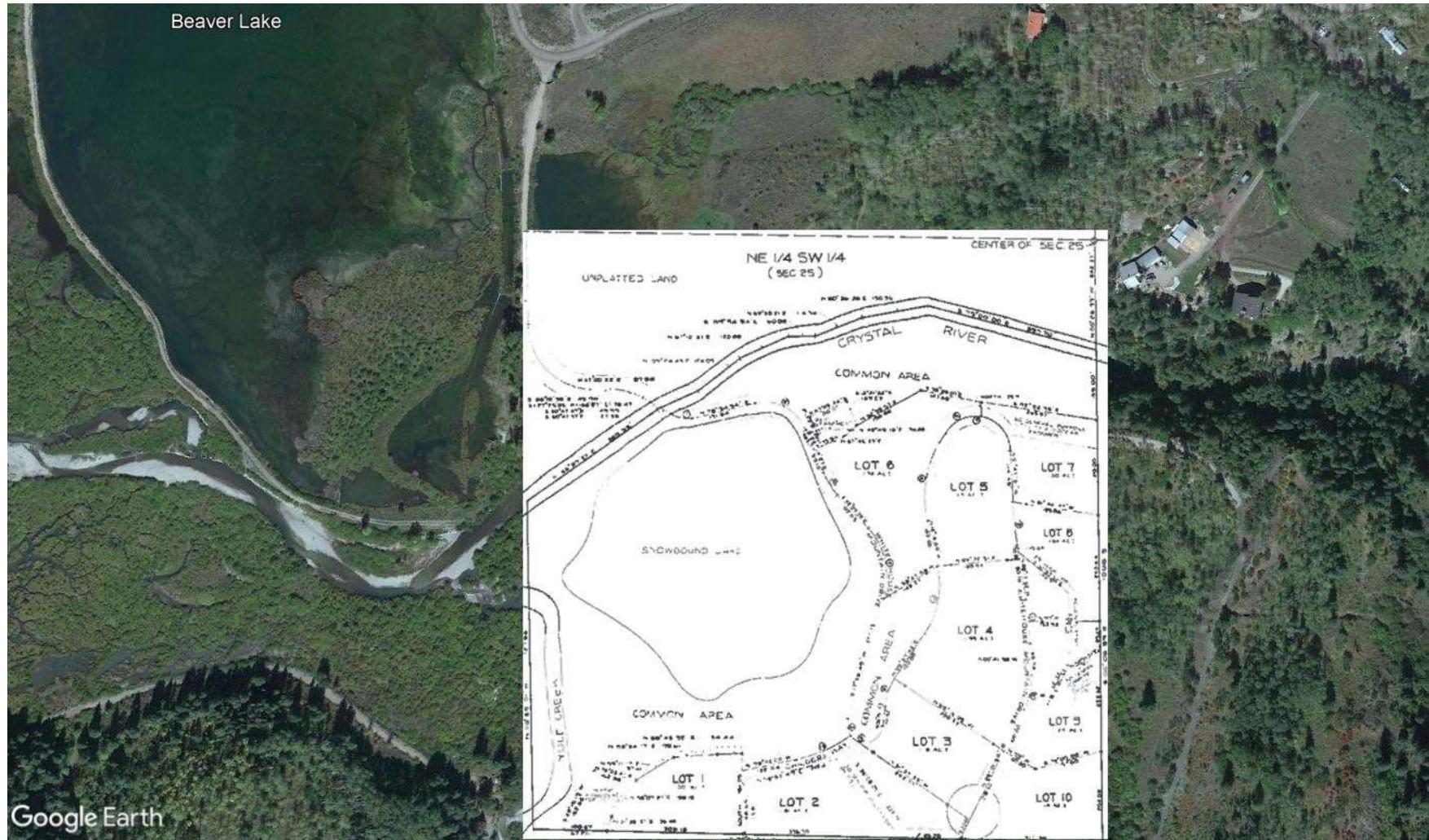
Time for record 20th. day of May, 1977, at 11:30 o'clock  
by Marian A. Smith Secretary  
Gene Piloni Sp. Clerk  
RECORDED NO. 317123

RESOLUTION NO. 18  
Series 1977

A RESOLUTION FOR EXEMPTION OF LAND  
FROM THE PROVISIONS  
OF THE GUNNISON COUNTY SUBDIVISION RESOLUTION

WHEREAS, Marjorie A. Orlosky has petitioned the Board of County Commissioners for exemption of certain land from the provisions of the Gunnison County Subdivision Resolution, which land the Petitioner proposes to convey to a third party; and,

# 1985: Snowbound Subdivision Platted



# 1985: Snowbound Subdivision Platted



# 1985: Marble Metro. Dist. Water Service Agreement

- Between Marble Metro. District, CRV Corporation (Snowbound developer), and Richard Phillips (Snowbound owner)
- CRV and Owner must construct water system serving Snowbound
- CRV and Owner must convey the system to MMD
- CRV and Owner must convey to MMD certain water rights deemed necessary to provide legal water supply to Snowbound

# 1985: Marble Metro. Dist. Water Service Agreement

- MMD to prosecute change of water rights and plan for augmentation
- Conveyed water rights in excess of what is required to serve Snowbound shall revert to CRV and Owner
- MMD to operate water system and provide water service to Snowbound
- Binding upon successors and assigns of Parties.

# 1985: Transfer of Water Rights to MMD

- 11/12/1985, Reception No. 391087
- Richard Phillips to Marble Metro. Dist.
- Water rights conveyed:
  - 0.184 cfs decreed to Beaver Lake Ditch
  - 4.0 cfs decreed to Yule Creek Ditch
  - 12 acre-feet decreed to Orlosky Reservoir No. 2
  - “20 gallons per minute from a well located on Lot 9 in the Snowbound Subdivision”

## 1991: Decree in 88CW410

- Marble Metropolitan District Municipal Water System Intake No. 10 a/k/a the “Snowbound Well” decreed as alternate point of diversion in MMD’s system, as “a well serving the Snowbound Subdivision.”
- All 10 intakes augmented pursuant to a decreed plan for augmentation.

## 1999: Marble Metro. District Dissolved

- Administrative dissolution by Division of Local Government
- Petition to District Court represented there would be no interruption of services
- No notice to Snowbound owners
- Court required to dispose of district assets per CRS 32-1-708 (1999)
  - If services are to be continued, funds shall be used to finance such services
  - If services are not to be continued within the special district, such funds shall be divided among the municipalities and counties in which the special district is located

# 1999: Marble Metro. District Dissolved

- Court ordered distribution of “all assets” of MMD to Gunnison County, including:
  - “all real property” and “all water rights,” including:
    - “all utility easements within the Snowbound Subdivision”
    - All well permits
    - MMDMWS and Plan for Augmentation
    - Beaver Lake Ditch
    - Yule Creek Ditch
    - Orlosky Reservoir
  - “all personal property” including “all equipment now installed in the Snowbound Subdivision central water system”

## Since 1999...

- 2000: BOCC notifies Water Court that it now owns the MMD MWS conditional water rights
- 2002: Water court cancels conditional rights for failure to file application for finding of reasonable diligence
- Halls notified by Division of Water Resources that they do not have a properly augmented well, nor do they qualify for an exempt well

# Request to Gunnison County

- Vacate Snowbound Subdivision
  - One legal parcel created by subdivision exemption (1977) with one single family dwelling
  - Entitled to an exempt well permit for in-house use in one dwelling
- Transfer to Jeffe Hall ownership of Snowbound water system (well, pump, water lines, etc)
- Transfer to Jeffe Hall ownership of water rights conveyed by Richard Phillips to Marble Metro. Dist. in 1985 (reference reverter clause in Water Services Agreement)

# Benefits to Gunnison County

- Reduced development adjacent to Beaver Lake
- Elimination of liability with respect to the water system in Snowbound (which is now in the condition you'd expect after 40 years)
- Ms. Hall will release Gunnison County from any obligation to provide water service to Snowbound

CENTRAL

RECEIVED

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO

FEB 22 '91

STATE ENGINEER  
COLO.

Application No. 88CW410

RULING OF REFEREE

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF MARBLE METROPOLITAN DISTRICT, IN THE ROARING FORK RIVER, OR ITS TRIBUTARIES, TRIBUTARY INVOLVED: CRYSTAL RIVER, IN GUNNISON COUNTY

The above entitled Application was filed on December 28, 1988, and was referred to the undersigned as Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court on the 10th day of January, 1989, in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as The Water Right Determination and Administration Act of 1969.

And the undersigned Referee having made such investigations as are necessary to determine whether or not the statements in the Application are true and having become fully advised with respect to the subject matter of the Application does hereby make the following determination and Ruling as the Referee in this matter, to wit:

1. The statements in the Application are true, except as noted herein.
2. The name and address of the Claimant: Marble Metropolitan District, c/o Michael Stover, President; 1675 Broadway, Suite 1010; Denver, CO 80209.
3. Timely and adequate notice of these proceedings has been given in the manner required by law. The time for filing statements of opposition and for seeking leave to intervene has expired. The Court has jurisdiction over all persons who have standing to appear herein, whether they have appeared or not.
4. A statement of opposition was timely filed by the Colorado Water Conservation Board on February 24, 1989. No other person or entity has filed a statement of opposition or sought to intervene in the matter. A stipulation (See Exhibit A) between the applicant and the objector Colorado Water Conservation Board was entered into and is incorporated herein by this reference and hereby approved. The Colorado Water Conservation Board consents to entry of a decree herein, subject to the terms of the stipulation.
5. The names of the structures to be augmented:

INTAKE POINT NO. 1 - A point situated on Lost Trail Creek in Sec. 19, T. 11 S., R. 87 W. of the 6th P.M., from whence Corner No. 1 of the Queen Placer Survey No. 7738 bears N. 30° W., 515 feet.

INTAKE POINT NO. 2 - A point situated on the Crystal River, in the NW1/4SE1/4 of Sec. 25, T. 11 S., R. 88 W. of the 6th P.M., from whence the Center of said Sec. 25 bears N. 05°35'43" W. 266.65 feet.

(I-1991)

Marble Metropolitan 88CW410

Ruling of Referee

Page 2

INTAKE POINT NO. 3 - A point located on Carbonate Creek in the SE1/4NE1/4 of Sec. 23, T. 11 S., R. 88 W. of the 6th P.M., from whence the East 1/4 Corner of Sec. 23 bears S. 41°07'40" E., 1228.54 feet.

INTAKE POINT NO. 4 - A point situated on the Crystal River, in the SE1/4NE1/4 of Sec. 27, T. 11 S., R. 88 W. of the 6th P.M., from whence the E1/4 Corner of said Sec. 27 bears S. 65°36'30" E., 770.87 feet.

INTAKE POINT NO. 5 - A point situated on Slate Creek in the SE1/4SW1/4 of Sec. 23, T. 11 S., R. 88 W. of the 6th P.M., from whence the S1/4 Corner of said Sec. 23 bears S. 30°03'16" E., 1037.10 feet.

INTAKE POINT NO. 6 - A point situated on the Crystal River in the NW1/4 of Sec. 27, T. 11 S., R. 88 W. of the 6th P.M., from whence the W1/4 Corner of said Sec. 27 bears S. 43°48'15" W., 1994.09 feet.

INTAKE POINT NO. 7 - A point situated on the Crystal River in the SE1/4SW1/4 of Sec. 21, T. 11 S., R. 88 W. of the 6th P.M., from whence the center of said Sec. 21 bears N. 34°08'32" E., 1650.77 feet.

INTAKE POINT NO. 8 - A point located on an unnamed tributary in the NE1/4SW1/4 of Sec. 21, T. 11 S., R. 88 W. of the 6th P.M., from whence the center of said Sec. 21 bears N. 37°19'06" E., 797.53 feet.

INTAKE POINT NO. 9 - A point located on Rapid creek in the SE1/4SW1/4 of Sec. 20, T. 11 S., R. 88 W. of the 6th P.M., from whence the South Quarter Corner of said Sec. 20 bears S. 15°25' E., 1100 feet.

INTAKE POINT NO. 10 - A well known as the Snowbound Well, situated in Lot 9 of the Snowbound Subdivision, from which the SE Corner of Lot 10 in said Snowbound Subdivision, also being the SE Corner of the NE1/4SW1/4 of Sec. 25, T. 11 S., R. 88 W. 6th P.M., bears S. 18°53'39" E. 346.87 feet.

INTAKE POINT NO. 11 - A well located in the SE1/4NE1/4, Sec. 23, T. 11 S., R. 88 W. of the 6th P.M., at a point 1800 feet from the North Section line and 800 feet from the East Section line.

INTAKE POINT NO. 12 - A point situated on Crystal River in the NW1/4SE1/4 of Sec. 25, T. 11 S., R. 88 W. of the 6th P.M., from whence the SW Corner of said NW1/4SE1/4 bears S. 01°12'58" W. 1047.40 feet.

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Ruling of Referee  
Page 3

INTAKE NOS. 1-9 are the decreed alternate points of diversion for the 10 c.f.s. decreed to the Marble Metropolitan District Municipal Water System (hereinafter the "MMDMWS") in Case No. W-1905. Pursuant to said decree, water may be diverted from the sources indicated through any or all of said alternate points of diversion under an August 1, 1972 priority date.

Applicants now request that any reference to Intake Point No. 11 be deleted from this application, as it is the same point of diversion as Intake Point No. 3.

6. Previous decrees for water rights to be used for augmentation:

A. Beaver Lake Ditch

1. Original decree

- a) Date entered - October 24, 1952
- b) Case No. - Civil Action No. 4033
- c) Court - District Court in and for Garfield County
- d) Type of water right - Surface
- e) Legal description of point(s) of diversion or place of storage - The headgate is situated at a point on the northerly bank of Lost Trail Creek at a point whence the NW Corner of Sec. 25, T. 11 S., R. 88 W., 6th P.M. bears N. 74°33' W. 6002.8 feet.
- f) Source - Lost Trail Creek
- g) Amount - 3.5 c.f.s.
- h) Appropriation - July 7, 1947
- i) Decreed use - Irrigation and domestic use

2. Change decree

- a) Date entered - June 16, 1981
- b) Case No. - Case No. 81CW18
- c) Court - District Court, Water Division No. 5
- d) Type of water right - Surface
- e) Legal description of point(s) of diversion or place of storage:

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Marble Metropolitan 88CW410  
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Page 4

Alternate point of diversion is located on the Southerly bank of Crystal River at a point 220 feet South and 150 feet West of the Center Quarter Corner of Sec. 25, T. 11 S., R. 88 W. of the 6th P.M.

- f) Source - Crystal River
- g) Amount - 0.184 c.f.s.
- h) Appropriation - July 7, 1947
- i) Decreed use - Irrigation and domestic use

**6. Marble Metropolitan District Municipal Water System**

- a) Date entered - August 16, 1974
- b) Case No. - W-1905
- c) Court - District Court, Water Division No. 5
- d) Type of right - Surface/storage
- e) Legal description of point(s) of diversion or place of storage - INTAKE POINT NOS. 1-9 as described in #2 hereof.
- f) Source(s) - The Crystal River and tributaries thereof, including Lost Trail Creek, Carbonate Creek, Slate Creek, Rapid Creek, unnamed tributaries thereof and unnamed tributaries of the Crystal River.
- g) Amount - 10 c.f.s., CONDITIONAL
- h) Appropriation - August 1, 1972
- i) Decreed use - Municipal, domestic, commercial, industrial, irrigation and all beneficial purposes (including storage within the Marble Metropolitan District Municipal Water System for the aforesaid purposes).

7. The Beaver Lake Ditch was originally decreed to divert 3.5 c.f.s. of water out of Lost Trail Creek for irrigation and domestic uses. The District is the owner of 0.184 c.f.s. of the ditch, which has been used to irrigate approximately 0.59 acres of land. The historic consumptive use attributable to the District's share of the water right is 0.89 acre-feet per year. The historic irrigation season was May 1-September 30. Applicants will appropriately monument the 0.59 acres to be permanently removed from irrigation.

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Ruling of Referee  
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8. This application is a supplement to the District's plan for augmentation, decreed in Case No. W-1906. The decree approving the plan specifically contemplates the inclusion therein of additional sources of augmentation water. The MMDMWS water right was decreed in Case No. W-1905. That decree entitles the District to divert 10 c.f.s. from the Crystal River and its tributaries at nine alternate points of diversion under an August 1, 1972 priority date for municipal, domestic, commercial, industrial, irrigation and all other beneficial purposes including augmentation (including storage within the District water system for the aforesaid purposes).

9. The purpose of this application is two-fold. First, it now seeks to add two additional alternate points of diversion for the MMDMWS water right. Second, it seeks to integrate additional sources of augmentation water into the existing plan for augmentation, as contemplated by the decree in Case No. W-1906.

A. Addition of alternate points of diversion

Applicant now seeks a decree adding INTAKE POINT NOS. 10, AND 12, the points of diversion for which are described in paragraph 2 hereof, as alternate points of diversion for the MMDMWS water right. INTAKE NO. 10 is a well serving the Snowbound Subdivision. INTAKE NO. 12 is the headgate through which water is diverted to storage in Orlosky Reservoir No. 2.

B. Addition of sources of water to be used for augmentation

1) Beaver Lake Ditch - The District's 0.184 c.f.s. of the Beaver Lake Ditch water right will be left in the river as additional augmentation water under the plan decreed in Case No. W-1906. The decreed beneficial use of the District's portion of the Beaver Lake Ditch shall be changed to augmentation purposes.

2) Orlosky Reservoir No. 2- Is located in the NE1/4SW1/4, Sec. 25, T. 11 S., R. 88 W. of the 6th P.M. The District is the owner of (1) 12 acre-feet of the water right decreed to Orlosky Reservoir No. 2 and (2) of the right to store 24 acre-feet of water therein (12 acre-feet by original filling and 12 acre feet by refill). Water will be diverted from the Crystal River through INTAKE POINT NO. 12 pursuant to the water right decreed to the MMDMWS and stored in the reservoir in accordance with the provisions of the decree in W-1905. Water thus stored will be released to augment depletions resulting from out of priority diversions by the District. Water released from the reservoir enters Yule Creek in the N1/2SW1/4 of Sec. 25, T. 11 S., R. 88 W., 6th P.M. and then flows into the Crystal River.

10. Applicant will only be entitled to divert or consume water under the Beaver Lake Ditch water right during the historic irrigation season from May 1 through September 30. Applicant's depletion to the Crystal River under its interest in the Beaver Lake Ditch water right shall be limited to no more than 0.89 acre-feet/year.

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Marble Metropolitan 88CW410  
Ruling of Referee  
Page 6

CONCLUSIONS OF LAW

11. The Referee concludes that the application herein is one contemplated by law, and this Court has exclusive jurisdiction over the subject matter of this proceeding. § 37-92-203, C.R.S.

12. The application herein was filed with the Water Clerk in accordance with the provision of § 37-92-302(1)(a), C.R.S.

13. Timely and adequate notice of this filing and of the contents of the application herein were given in the manner provided by law, and this Court has jurisdiction over all persons or entities affected hereby, whether they have appeared or not.

14. A timely statement of opposition were filed as indicated in §4 hereof. The time for filing additional statements of opposition and motions to intervene has expired according to law. § 37-92-302(1)(c) and § 37-92-304(3), C.R.S.

15. Applicant is entitled as a matter of law to a decree approving the changes of water rights, addition of alternate points of diversion and supplement to the plan for augmentation decreed in Case No. W-1906 requested herein.

JUDGMENT AND DECREE

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

16. The application herein is granted subject to the terms of the stipulation between the parties which is incorporated herein by this reference.

17. Each of the foregoing findings of fact and conclusions of law is incorporated herein.

18. The 0.89 acre foot consumptive use attributable to the 0.184 c.f.s. of the Beaver Lake Ditch water right owned by the District may be diverted and applied to use for municipal, domestic, commercial, industrial, irrigation, augmentation and all other beneficial purposes (including storage within the MDMMS for the aforesaid purposes).

19. The change of water rights requested herein will not materially injure the owners or users of any vested or conditionally decreed water rights.

20. Applicant shall keep records and make such reports as reasonably required by the Division Engineer in his administration of the subject decree.

It is accordingly ordered that this ruling shall be filed with the Water Clerk subject to judicial review.

(1-1991)  
Marble Metropolitan 88CW410  
Ruling of Referee  
Page 7

RECEIVED

MAR 25 '91

WATER RESOURCES  
STATE ENGINEER  
COLO.

It is further ORDERED that a copy of this Ruling shall be filed with the appropriate Division Engineer and the State Engineer.

Dated February 23, 1991

BY THE REFEREE:

Ray D. Walker  
Water Referee  
Water Division No. 5  
State of Colorado

*attd to all*  
*2.23.91*  
*Randy Bailey*  
*D. Lewis*

No protest was filed in this matter, and accordingly the foregoing Ruling is confirmed and approved, and is made the Judgment and Decree of this Court; provided however, that the approval of this change of water right shall be subject to reconsideration by the Water Judge on the question of injury to the vested rights of others during any hearing commencing in the two calendar years succeeding the year in which this decision is rendered.

Dated March 20, 1991

Frank H. Hark  
Water Judge

Copy of the foregoing mailed to all  
Division Engineers and  
State Engineers and  
brought to the attention of  
Ray D. Walker  
2-22-91

CENTRAL FILES

38  
COPY

Original Filed

1/29/00

Clerk

By

Deputy

*[Signature]*

DISTRICT COURT, WATER DIVISION NO. 5, COLORADO

Application No. 93 CW 269

RECEIVED

NOTICE OF TRANSFER

FEB 01 2000

WATER DIVISION  
STATE ENGINEER  
GLENWOOD

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF MARBLE METROPOLITAN DISTRICT, IN GUNNISON COUNTY

COMES NOW, The Board of County Commissioners of the County of Gunnison, by and through David Baumgarten, pursuant to Rule 9 of the Uniform Water Court Rules, submit the following:

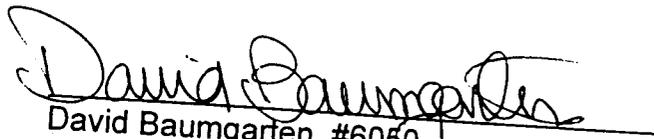
1. On June 22, 1999, Marble Metropolitan District was certified to be dissolved. On same date the District Court of Gunnison County conveyed all Marble Metropolitan District's pecuniary and nonpecuniary assets to The Board of County Commissioners of the County of Gunnison. (Order attached hereto as Exhibit "A".)
2. In the list of assets attached to Exhibit A, certain water rights were conveyed, namely the structure entitled the Marble Metropolitan District Municipal Water System and the Marble Metropolitan District Plan of Augmentation, appropriating 10 c.f.s. of water in Application No. 93 CW 269. Marble Metropolitan District incorporated its interest in the following water rights to be utilized in the above application:
  1. Beaver Lake Ditch
  2. Orlosky Reservoir
  3. Yule Creek Ditch
  4. Reh Ditch and Reservoir
  5. Forsch Ditch
  6. Barnes-Baroni Ditch
  7. Cockburn Ditch No. 1, 2, and 3
  8. Cookman Ditch
  9. Well permit No. 19094-F

93w267

3. Pursuant to the Order attached hereto, the above stated water rights previously held by Marble Metropolitan District have now been conveyed to:

The Board of County Commissioners of the County of Gunnison  
c/o David Baumgarten, County Attorney  
200 E. Virginia  
Gunnison, CO 81230  
970-641-5300

Respectfully submitted this 26 day of January, 2000.



David Baumgarten, #6050  
Gunnison County Attorney  
200 East Virginia  
Gunnison, CO 81230  
970-641-5300

495187 08/06/1999 11:48A 274  
1 of 8 R 30.00 D 0.00 N 0.00 Gunnison County

RECEIVED  
JUN 24 1999

OFFICE OF THE  
ATTORNEY GENERAL

DISTRICT COURT, GUNNISON COUNTY, COLORADO

Case No. C-64211

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ORDER

---

IN RE THE MATTER OF MARBLE METROPOLITAN DISTRICT

---

THE COURT having reviewed the Petition for Order and Certification of Dissolution of Special District submitted by The Colorado Department of Local Affairs, and having reviewed the Claim of Assets which was submitted by Gunnison County, which was the only claim filed with the Court, and being fully advised, finds the following:

IT IS ORDERED that the Marble Metropolitan District is hereby certified to be dissolved;

IT IS FURTHER ORDERED that all assets, pecuniary and nonpecuniary of the District are dispersed to and hereby owned by The Board of County Commissioners of the County of Gunnison, Colorado. Said assets include but are not limited to the following:

1. All monetary funds held in the name of the District or which may owing to the District or which the District may lay claim to including but not limited to the funds held at the Alpine Bank, in Carbondale in Account No. 404001374900.
2. All non-pecuniary assets of the Marble Metropolitan District including but not limited to the following which, on information and belief, the Marble Metropolitan District has an interest:
  - a. All real property which the District may own or lay claim to including but not limited to the following properties set forth in the two page Exhibit "A" attached hereto.
  - b. All water rights which the District may own or lay claim to including but not limited to the following rights set forth in Exhibit "B" attached hereto.
  - c. All rights in and to all instruments entered into by the District and all entitlement to claims held by the District in any and all agreements, leases, and other such documents the District holds interest in.

EXHIBIT A



495187 08/06/1999 11:48A 274

2 of 6 R 30.00 D 0.00 N 0.00 Gunnison County

d. All personal property owned or held by the District including but not limited to all District records, and all equipment now installed in the Snowbound Subdivision central water system set forth in Exhibit "C" attached hereto.

3. The Board of County Commissioners of the County of Gunnison, Colorado is not liable in any fashion whatsoever for any debt, liability or obligation of the Marble Metropolitan District.

ENTERED AND EXECUTED this 20<sup>th</sup> day of June, 1999.

J. Steven Patrick,  
District Court Judge

xc: Sherry Caloia  
Maurice G. Knaizer  
Kimberly Perrin  
*Baumgarten*



495187 08/06/1999 11:48A 274

3 of 6 R 30.00 D 0.00 N 0.00 Gunnison County

### EXHIBIT "A"

Lots 46, 47, 48 and 49 Marble Ski Area, Filing Four, recorded in Book 760 at page 488 of the records of the Clerk and Recorder, Gunnison County, Colorado, bearing Reception No. 458412;

Lot 95, Block 3, Crystal River Filing, recorded in Book 668 at page 482 of the records of the Clerk and Recorder, Gunnison County, Colorado, bearing Reception No. 414907.

---

The following described lands located in Crystal River filing, Marble Ski Area, according to the recorded plat, bearing Reception No. 282561 of the records of the Clerk and Recorder, Gunnison County, Colorado:

Block 4, Lots 12, 13, and 14, and

Block 3, Lots 115 and 116, and

A tract of land known as Raspberry Lake, more particularly described as:

Beginning at the NW corner of Lot 114, Block 3;  
thence W 147.52' along the south right-of-way of Milton Circle to the NE corner of Lot 115;  
thence S07°00'00"W 32.0';  
thence S08°38'34"E 112.16' to the North corner of Lot 88;  
thence S45°00'00"E 38.00' to the NW corner of Lot 89;  
thence S85°40'42"E 117.42' to the NW corner of Lot 91;  
thence S69°10'00"E 97.36' to the NE corner of Lot 92;  
thence N25°56'40"W 19.2' to the south corner of Lot 114;  
thence N25°59'43"W 222.13 to the Point of Beginning, all in Block 3,

and

A tract of land described as:

Beginning at the NW corner of Lot 15, Block 4;  
thence S81°03'33"W 40.04' to the NE corner of Lot 14;  
thence S06°24'09"E 126.03' to the SE corner of Lot 14;  
thence east along the north right-of-way of Milton Circle a distance of 40.24' to the SW corner of Lot 15;  
thence N06°24'09"W 124.02' to the Point of Beginning, all in Block 4;

and

A tract of land in Block 3 described as:

The northerly portion of Lot 88, described as follows:

Beginning at the northerly corner of Lot 88;  
thence S42°40'27"W 114.99' to the NE corner of Lot 87;  
thence S70°53'00"E 70.99';

thence N19°07'00"E 67.81' to the NE corner of Lot 88;  
thence N45°W 38.0' to the true Point of Beginning;

and



495187 08/06/1999 11:48A 274

A tract of land in Block 3 described as:

4 of 8 R 30.00 D 0.00 N 0.00 Gunnison County

The northerly portion of Lots 89 and 90, described as follows:

Beginning at the NW corner of Lot 89;  
thence S19°07'00"W 67.81';  
thence N68°24' "E 149.84' to the NE corner of Lot 90;  
thence N85°40'42"W 117.42' to the true Point of Beginning;

All in Gunnison County, State of Colorado.

---

The identical easement conveyed by Frank Nisley, Jr. and Ivan P. Kladder to CRV Corporation, as recorded in Book 615, Page 545, Reception No. 386507 of the records of the Clerk and Recorder, Gunnison County, Colorado, and more fully described as follows:

A strip of land 30.00 feet in width to be used as a waterline easement situated in Lots 12 and 13, Section 25, Township 11 South, Range 88 West of the 6th P.M., said strip of land being more fully described as lying 15.00 feet on either side of the following described centerline:

Beginning at a point on the North line of said Lot 13, whence the Southeast Corner of the NE ¼ SW¼ of said Section 25 bears  
S 88°01'04" E 346.47 feet; thence S 39°51'12" W 40.65 feet;  
thence S 7°46'19" E 84.99 feet; thence S 5°20'49" W 103.39 feet;  
thence S 22°29'00" W 59.83 feet; thence S 24°17'53" W 70.96 feet;  
thence S 50°11'26" W 45.78 feet; thence S 6°46'30" E 55.89 feet;  
thence S 10°27'16" W 85.23 feet; thence S 68°26'40" W 25.94 feet;

TOGETHER WITH

A 100.00 foot square area of land to be used as an easement for a water tank situated in Lot 12 of Section 25, Township 11 South, Range 88 West of the 6th P.M., said area of land being more fully described as follows:

Beginning at a point whence the southeast Corner of the NE¼SW¼ of said Section 25 bears  
N 43°18'33" E 680.19 feet; thence S 50.00 feet, thence West 100.00 feet, thence North  
100.00 feet, thence East 100.00 feet; thence South 50.00 feet to the point of beginning,

with all its apputenances.

---

All utility easements within the SNOWBOUND Subdivision, as shown on the SNOWBOUND Subdivision Plat, bearing Reception No. 388569, of the records of the Clerk and Recorder, Gunnison County, Colorado.



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EXHIBIT "B"

Any and all interest owned by the Marble Metropolitan District in the following water rights:

1. Marble Metropolitan District Municipal Water System and Plan for Augmentation
2. Beaver Lake Ditch
3. Orlosky Reservoir
4. Yule Creek Ditch
5. Reh Ditch and Reservoir
6. Forsch Ditch
7. Barnes-Baroni Ditch
8. Cockburn Ditch No. 1, 2, and 3
9. Cookman Ditch
10. Any and all well permits including but limited to Well Permit No. 19094-F



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### EXHIBIT "C"

All equipment now installed in the SNOWBOUND Subdivision central water system, including, but not necessarily limited to, the following:

- One 6" well, 435 ft. deep, with a 3 hp submersible pump
- Concrete pump house with pump controls, chlorinator, etc.
- One 15,000 gal. fiberglass water storage tank, with attachments
- Approximately 2500 ft. of 4" PVC waterline
- Approximately 900 ft. of 2" PVC waterline
- Four fire hydrants with four 3" gate valves with valve boxes
- Four 4" gate valves with valve boxes
- Twelve water service connections with curb boxes
- Fire hydrant wrench, valve operator handle and curb box key

# CENTRAL FILES

DISTRICT COURT, WATER DIVISION 5, COLORADO  109 Eighth Street, Suite 104 Glenwood Springs, Colorado 81601 (970) 945-5075	RECEIVED  JUL 16 2002  WATER RESOURCES STATE ENGINEER 2002 ▲ COURT USE ONLY ▲ Case Number: 93CW269
CONCERNING THE WATER APPLICATION OF:  Board of County Commissioners of Gunnison County,  In Gunnison County, Colorado	
<b>ORDER OF ABANDONMENT</b>	

Applicant or counsel not having appeared at the hearing set for this day, and upon review of the file in this matter it is found that

1 An Application for a Finding of Reasonable Diligence was required by prior Order of Court to be filed with the Water Clerk during the Month of June 2002, with respect to the following described conditional water right any and all water rights in the Marble Metropolitan District Municipal Water System and Marble Metropolitan District Plan of Augmentation that were conditional as a result of the Decree entered on June 12, 1996 in this case.

2 Notice was given by Certified mail to all persons to whom the conditional water right was granted addressed to the last known address of each appearing on the Court records, in the form and manner and within the time prescribed by C R S §37-92-305(7), as amended, advising such persons in part as follows:

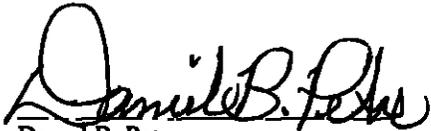
*Unless an Application for A Finding of Reasonable Diligence is filed with respect to the above-described conditional water right during the month of June 2002, said conditional water right shall be considered abandoned*

Accordingly, pursuant to C R S §37-92-301(4) (a) (I).

**IT IS ORDERED, ADJUDGED AND DECREED** that the above described conditional water right is considered to be abandoned and is hereby cancelled, and that a copy of the Order be filed by the Water Clerk with State Engineer and the Appropriate Division Engineer

Dated: July 11, 2002

BY THE COURT

  
Daniel B. Petre  
Water Referee

Copy of the foregoing mailed to all  
Counsel of record  Water  
Referee,  Div. Engineer and  
State Engineer  Date 7-12-02  
*Laura Marsh*

*Board of County Commissioners of Gunnison City  
c/o David Baumgartner*



RECEIVED  
JUN 24 1999

OFFICE OF THE  
ATTORNEY GENERAL

DISTRICT COURT, GUNNISON COUNTY, COLORADO

Case No. C-64211

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ORDER

---

IN RE THE MATTER OF MARBLE METROPOLITAN DISTRICT

---

THE COURT having reviewed the Petition for Order and Certification of Dissolution of Special District submitted by The Colorado Department of Local Affairs, and having reviewed the Claim of Assets which was submitted by Gunnison County, which was the only claim filed with the Court, and being fully advised, finds the following:

IT IS ORDERED that the Marble Metropolitan District is hereby certified to be dissolved;

IT IS FURTHER ORDERED that all assets, pecuniary and nonpecuniary of the District are dispersed to and hereby owned by The Board of County Commissioners of the County of Gunnison, Colorado. Said assets include but are not limited to the following:

1. All monetary funds held in the name of the District or which may owing to the District or which the District may lay claim to including but not limited to the funds held at the Alpine Bank, in Carbondale in Account No. 404001374900.
2. All non-pecuniary assets of the Marble Metropolitan District including but not limited to the following which, on information and belief, the Marble Metropolitan District has an interest:
  - a. All real property which the District may own or lay claim to including but not limited to the following properties set forth in the two page Exhibit "A" attached hereto.
  - b. All water rights which the District may own or lay claim to including but not limited to the following rights set forth in Exhibit "B" attached hereto.
  - c. All rights in and to all instruments entered into by the District and all entitlement to claims held by the District in any and all agreements, leases, and other such documents the District holds interest in.



d. All personal property owned or held by the District including but not limited to all District records, and all equipment now installed in the Snowbound Subdivision central water system set forth in Exhibit "C" attached hereto.

3. The Board of County Commissioners of the County of Gunnison, Colorado is not liable in any fashion whatsoever for any debt, liability or obligation of the Marble Metropolitan District.

ENTERED AND EXECUTED this 22<sup>nd</sup> day of June, 1999.

J. Steven Patrick,  
District Court Judge

xc: Sherry Caloia  
Maurice G. Knaizer  
Kimberly Perrin  
*Baumgarten*

EXHIBIT "A"

Lots 46, 47, 48 and 49 Marble Ski Area, Filing Four, recorded in Book 760 at page 488 of the records of the Clerk and Recorder, Gunnison County, Colorado, bearing Reception No. 458412;

Lot 95, Block 3, Crystal River Filing, recorded in Book 668 at page 482 of the records of the Clerk and Recorder, Gunnison County, Colorado, bearing Reception No. 414907.

The following described lands located in Crystal River filing, Marble Ski Area, according to the recorded plat, bearing Reception No. 282561 of the records of the Clerk and Recorder, Gunnison County, Colorado:

Block 4, Lots 12, 13, and 14, and

Block 3, Lots 115 and 116, and

A tract of land known as Raspberry Lake, more particularly described as:

Beginning at the NW corner of Lot 114, Block 3;  
thence W 147.52' along the south right-of-way of Milton Circle to the NE corner of Lot 115;  
thence S07°00'00"W 32.0';  
thence S08°38'34"E 112.16' to the North corner of Lot 88;  
thence S45°00'00"E 38.00' to the NW corner of Lot 89;  
thence S85°40'42"E 117.42' to the NW corner of Lot 91;  
thence S69°10'00"E 97.36' to the NE corner of Lot 92;  
thence N25°56'40"W 19.2' to the south corner of Lot 114;  
thence N25°59'43"W 222.13 to the Point of Beginning, all in Block 3,

and

A tract of land described as:

Beginning at the NW corner of Lot 15, Block 4;  
thence S81°03'33"W 40.04' to the NE corner of Lot 14;  
thence S06°24'09"E 126.03' to the SE corner of Lot 14;  
thence east along the north right-of-way of Milton Circle a distance of 40.24' to the SW corner of Lot 15;  
thence N06°24'09"W 124.02' to the Point of Beginning, all in Block 4;

and

A tract of land in Block 3 described as:

The northerly portion of Lot 88, described as follows:

Beginning at the northerly corner of Lot 88;  
thence S42°40'27"W 114.99' to the NE corner of Lot 87;  
thence S70°53'00"E 70.99';

thence N19°07'00"E 67.81' to the NE corner of Lot 88;  
thence N45°W 38.0' to the true Point of Beginning;

and



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A tract of land in Block 3 described as:

The northerly portion of Lots 89 and 90, described as follows:

Beginning at the NW corner of Lot 89;  
thence S19°07'00"W 67.81';  
thence N68°24' "E 149.84' to the NE corner of Lot 90;  
thence N85°40'42"W 117.42' to the true Point of Beginning;

All in Gunnison County, State of Colorado.

The identical easement conveyed by Frank Nisley, Jr. and Ivan P. Kladder to CRV Corporation, as recorded in Book 615, Page 545, Reception No. 386507 of the records of the Clerk and Recorder, Gunnison County, Colorado, and more fully described as follows:

A strip of land 30.00 feet in width to be used as a waterline easement situated in Lots 12 and 13, Section 25, Township 11 South, Range 88 West of the 6th P.M., said strip of land being more fully described as lying 15.00 feet on either side of the following described centerline:

Beginning at a point on the North line of said Lot 13, whence the Southeast Corner of the NE ¼ SW¼ of said Section 25 bears  
S 88°01'04" E 346.47 feet; thence S 39°51'12" W 40.65 feet;  
thence S 7°46'19" E 84.99 feet; thence S 5°20'49" W 103.39 feet;  
thence S 22°29'00" W 59.83 feet; thence S 24°17'53" W 70.96 feet;  
thence S 50°11'26" W 45.78 feet; thence S 6°46'30" E 55.89 feet;  
thence S 10°27'16" W 85.23 feet; thence S 68°26'40" W 25.94 feet;

TOGETHER WITH

A 100.00 foot square area of land to be used as an easement for a water tank situated in Lot 12 of Section 25, Township 11 South, Range 88 West of the 6th P.M., said area of land being more fully described as follows:

Beginning at a point whence the southeast Corner of the NE¼SW¼ of said Section 25 bears  
N 43°18'33" E 680.19 feet; thence S 50.00 feet, thence West 100.00 feet, thence North  
100.00 feet, thence East 100.00 feet; thence South 50.00 feet to the point of beginning,

with all its apputenances.

All utility easements within the SNOWBOUND Subdivision, as shown on the SNOWBOUND Subdivision Plat, bearing Reception No. 388569, of the records of the Clerk and Recorder, Gunnison County, Colorado.



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EXHIBIT "B"

Any and all interest owned by the Marble Metropolitan District in the following water rights:

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2. Beaver Lake Ditch
3. Orlosky Reservoir
4. Yule Creek Ditch
5. Reh Ditch and Reservoir
6. Forsch Ditch
7. Barnes-Baroni Ditch
8. Cockburn Ditch No. 1, 2, and 3
9. Cookman Ditch
10. Any and all well permits including but limited to Well Permit No. 19094-F

EXHIBIT "C"

All equipment now installed in the SNOWBOUND Subdivision central water system, including, but not necessarily limited to, the following:

- One 6" well, 435 ft. deep, with a 3 hp submersible pump
- Concrete pump house with pump controls, chlorinator, ecc.
- One 15,000 gal. fiberglass water storage tank, with attachments
- Approximately 2500 ft. of 4" PVC waterline
- Approximately 900 ft. of 2" PVC waterline
- Four fire hydrants with four 3" gate valves with valve boxes
- Four 4" gate valves with valve boxes
- Twelve water service connections with curb boxes
- Fire hydrant wrench, valve operator handle and curb box key

Filed for record the 15th day of August, A.D. 1988, at 1:15 P.M. Joanne M. Reiting, Recorder  
 Gunnison, CO  
 Reception No. 409026 By Janice Palmer, Deputy

WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of May 1988, 1988, by and between MARBLE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as "District"), CRV CORPORATION, a Colorado corporation (hereinafter individually referred to as "CRV"), and RICHARD W. PHILLIPS (hereinafter individually referred to as "Owner").

R E C I T A L S :

WHEREAS, CRV is the developer of, and Owner holds title to, a tract of land containing approximately 31.18 acres, a legal description of which is attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter referred to as "Property"); and

WHEREAS, said Property is not presently within the boundaries of the District; and

WHEREAS, CRV and Owner desire that the District coordinate the provision of domestic water service to the Property; and

WHEREAS, the District is not required to enlarge or extend its boundaries, services, or facilities beyond those currently existing, or outside its territorial boundaries, and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety, and welfare; and

WHEREAS, the District is interested in operating the domestic water system necessary to service the Property, pursuant to the Rules and Regulations of the District presently in force, or which may hereafter be amended by the Board of Directors of the District, and subject further to the terms and conditions of this Agreement; and

WHEREAS, the statutes of the State of Colorado permit the District and CRV and Owner to enter into this Water Service Agreement, and said statutes further provide such Agreement is binding upon the District and CRV and Owner, their successors, transferees, and assigns.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations expressed herein, the District and CRV and Owner agree as follows:

COVENANTS AND STIPULATIONS

1. Rules and Regulations Apply. It is agreed that the Rules and Regulations of the District which have been, and may hereafter be, adopted by the Board of Directors of the District, and applicable to all customers of the District, shall govern the terms of this Agreement, except as specifically stated otherwise herein.

2. Water System Construction. CRV and Owner hereby agree to construct, at their sole expense, all water distribution, service, storage, and treatment facilities re-

quired to provide water service to the approximately ten (10) single-family dwellings and clubhouse to be contained within the Property, in accordance with the water supply system plan developed by Schmueser and Associates, Inc., Engineers, which plan is attached hereto and incorporated herein by this reference as Exhibit "B". District agrees not to incur additional costs by having its own engineer review and inspect the drawings and work involved with the water system, on the express condition that Schmueser and Associates, Inc. certify to the District that all work has been done at or above standards set by the State of Colorado and the American Waterworks Association, and that Schmueser and Associates, Inc. extends all warranties by the engineer to the District.

3. Conveyance of Facilities and Easements. Within thirty (30) days of acceptance of construction and facilities (which may be constructed in phases) by the District, and prior to the District providing service to any structures connected thereto, CRV and Owner shall, at no cost to the District:

(a) Execute and deliver to the District a good and sufficient Bill of Sale describing all the facilities and equipment constructed by CRV and Owner, and all personal property of CRV and Owner, of whatever

character, relating to such facilities. The Bill of Sale shall warrant the conveyance of the Property described herein as made free from any claim or demand whatsoever.

(b) Provide the District as-built drawings of the facilities, or make reasonable provisions for such drawings.

(c) Arrange to grant and convey to the District all easements necessary for all main and service water transmission lines, the water storage tank, the well and treatment facilities, and all necessary appurtenances thereto constructed by CRV and Owner. Easements for water mains shall have a width of at least thirty (30) feet. Said easements required by the District specifically include adequate easement rights on lands owned by Frank Nisley, Jr. and Ivan P. Kladder.

4. Conveyance of Water Rights. CRV and Owner agree to dedicate water rights to the District without right to reimbursement, in the amount of one hundred percent (100%) of the fully adjudicated water rights necessary to serve the Property, which is ultimately expected to include at least ten (10) units, and expected to require not more than twelve (12) acre-feet of domestic water annually. CRV and Owner warrant the adequacy of the water rights conveyed, and following transfer of the rights to municipal use and/or the

obtaining of necessary permits, should the amount transferred not be equal to one hundred percent (100%) of the water rights deemed necessary to serve the development, additional water rights required to meet this need shall be dedicated by CRV and Owner.

If said water rights conveyances are not fully adjudicated or have adequately approved augmentation plans, permits, points of diversion, and related authorizations, the District shall undertake to secure said approvals at the sole expense of CRV and Owner, deposited in advance with the District. CRV and Owner shall be responsible solely for the costs associated with adjudication of CRV and Owner's water rights, which adjudication is expected to consist of (1) changing conditional Decree to absolute, (2) change of point of diversion, and (3) any modification to the District's plan for augmentation made necessary to serve the Property; which costs are expected to total \$3,000, but shall not exceed \$4,000.

The District shall retain a right of first refusal for open market sales on all excess water rights owned by the CRV and Owner at the time of execution of this Agreement. Due to the time delay expected to occur in the adjudication of water rights, sufficient water rights reasonably determined by the District to be required to meet the one hundred percent (100%) requirement, shall be conveyed to the Dis-

trict and adjudicated by the District. Those rights in excess of one hundred percent (100%) of the water required to serve the Property shall revert to CRV and Owner when adjudication proceedings are complete. A supplemental agreement concerning this water rights transfer with a right of reverter and a right of first refusal shall be attached as Exhibit "C".

5. Conveyance of Storage Rights. CRV and Owner agree to provide adequate storage rights as is necessary for augmentation purposes to provide water for the Property in a reservoir to be located within the Property. Additionally, CRV and Owner agree to provide, and do hereby grant, an option to the District to utilize said reservoir in order to store water for the purposes of the District over and above the water storage constructed by and for CRV and Owner. Should the District exercise this option to expand and utilize the expanded storage capacity, District shall have the right to deepen the reservoir, and shall procure an engineer's feasibility report concerning said enlargement, and shall obtain insurance against damage to the reservoir as the result of the District's activity. All costs associated with the District's use of the reservoir for its own purposes shall be borne solely by the District. It is expressly agreed that this reservoir is a recreational lake,

and the District shall not reduce the amount of water in the lake by more than twelve (12) acre-feet, which is estimated to consist of a drawdown of two (2) vertical feet.

6. Payment of Legal Fees. CRV and Owner agree to pay the cost of legal consultants (up to \$2,000) in developing this Water Service Agreement.

7. Service Charges. The District's cost of service, maintenance, and repair of the water system, plus a ten percent (10%) surcharge, shall be paid by the owners of the Property in such form and in such allocation as the District, in its sole discretion, shall determine. It is anticipated that the District shall remit one bill evidencing costs plus ten percent (10%) on a periodic basis in advance to the Snowbound Subdivision Property Owner's Association. The District reserves the right, however, to bill lot owners individually. Until paid, all such charges shall constitute a perpetual lien upon the Property, and able to be collected pursuant to Subsection 32-1-1001(1)(j), C.R.S., as amended.

Upon development of the Property and water service facilities within the District's boundaries, the District reserves the right to charge the actual cost of service plus ten percent (10%), or one hundred fifty percent (150%) of the in-District service charges when and only when the District is servicing other customers within the District,

whichever is greater. The parties agree that operation and maintenance expenses incurred shall be those which are normal and reasonable for like systems.

8. District Operation of Water System. The District shall utilize its best efforts to operate, maintain, and repair the domestic water system for the benefit of owners within the Property. The District reserves the right to operate the system as it, in its sole discretion, determines is in the best interest of all customers. The District reserves the right to connect the water system within the Property to any future constructed District water system, and to make any and all changes to the operation and facilities of the water system which the District may deem necessary and appropriate, as long as the quality and quantity of water to Snowbound remains adequate.

9. No Reimbursements. No reimbursement or recovery of any costs expended by CRV and Owner under this Agreement shall be allowed, notwithstanding any provisions to the contrary in the Rules and Regulations of the District.

10. Indemnification. CRV and Owner hereby agree to hold harmless the District, its consultants, its successors or assigns, against any and all liability, loss, or damage the District or its successors or assigns may suffer as a result of claims, demands, costs, or judgments against it

under the mechanic's lien laws of the State of Colorado, or otherwise, on account of equipment or materials furnished and/or labor performed on the facilities.

11. Warranty. If for a period of two (2) years from the date of acceptance of the construction of the water facilities by the District any portion of the facilities is determined by the District's engineer to be defective in workmanship and/or materials, then the District may demand that CRV and Owner replace the defective material and remedy defective work, and CRV and Owner shall promptly do so at their sole cost and expense.

12. Recording. It is agreed that this Agreement shall be recorded, and shall be binding upon the heirs, successors, and assigns of CRV and Owner, and that until fully performed all obligations shall constitute rates, fees, tolls or charges and a perpetual lien, able to be foreclosed pursuant to Subsection 32-1-1001(1)(j), C.R.S., as amended.

13. Enforcement. CRV, Owner, and District acknowledge that this Agreement may be enforced in law or in equity by decree of specific performance or damages, or such other legal and equitable relief as may be available, subject to the provisions of the statutes of the State of Colorado.

14. Assignment. This Agreement shall not be assigned by CRV and Owner without the written consent of the Dis-

trict, which consent shall not be unreasonably withheld.

15. Further Extensions of Service. The parties agree that should additional property be acquired by Owner and/or CRV which is able to be served by the District, the extension of water service to said property shall be afforded by the District under the same terms and conditions as contained within this Agreement. Additionally, should such additional acquisition of property accommodate the use of the facilities which are the subject of this Agreement, those facilities may be utilized for the provision of said water service.

16. Survivor of Obligations. The provisions of this Agreement shall be deemed to survive any transfer of facilities or property, and shall be binding upon the successors, transferees, and assigns of the parties.

17. Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names and seals to be affixed the date and year first above written.

DISTRICT:

MARBLE METROPOLITAN DISTRICT

By: John Belk  
President

ATTEST:

John P. [Signature]  
Secretary

( S E A L )







LEGAL DESCRIPTION:Township 11 South, Range 88 West, 6th P.M.

Section 25: That portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25 which lies South of the Crystal River, said parcel more particularly described as follows:

Beginning at the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence N 88° 01' 04" W along the southerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  1296.80 feet to the Southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence N 00° 29' 01" W along the westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  727.86 feet to a point in the center of said river; thence along the center of said river N 56° 07' 27" E 365.35 feet; thence N 67° 00' 22" E 97.96 feet; thence N 53° 24' 43" E 124.05 feet; thence N 67° 12' 31" E 120.66 feet; thence S 89° 54' 54" E 60.02 feet; thence N 69° 21' 21" E 114.34 feet; thence N 80° 36' 36" E 150.36 feet; thence S 75° 00' 00" E 393.79 feet to a point on the Easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence S 00° 06' 33" E along the Easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  1098.15 feet, more or less to the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , the point of beginning.

TOGETHER WITH a 20 foot road easement situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25, said road easement being 10 feet in width on each side of the following described property:

Beginning at a point on the Northerly line of the above described parcel of land, said point being the center of said Crystal River, whence the Northwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  bears N 37° 50' 39" W 502.68 feet; thence along said centerline North 30.00 feet; thence N 87° 37' 07" W. 240.93 feet; thence N 19° 31' 23" W 173.86 feet; thence N 01° 22' 22" E 359.99 feet; thence N 12° 04' 24" E 219.29 feet to a point on the Southerly right of way of a road as constructed and in place,

County of Gunnison,  
State of Colorado.



October 4, 1984

Mr. Tom Rogers  
7108 County Road 3  
Marble, Colorado 81623

Dear Tom:

The purpose of this report is to provide a description of the proposed water supply system for Snowbound. The proposed system is illustrated on the following 3 enclosed plan sheets;

- Sheet 1: Snowbound Water Supply System
- Sheet 2: Well Pump and Controls
- Sheet 3: Water System Installation Details

#### Water Requirements

The total average day water requirement for Snowbound will be 3,000 gallons per day (gpd) for the 10 single-family dwellings and the clubhouse. This is based on the assumptions of 3.5 persons per unit, water requirements of 80 gallons per person per day, and no lawn irrigation.

#### Water Supply

Water for the development will be supplied by a well located on Lot 9 in the upper portion of the property. The well is not located in a 100-year flood plain. This well was drilled in July 1984 to a depth of approximately 430 feet. The well is artesian. The well was test pumped at 20 gallons per minute (gpm) until the water level dropped to near the bottom of the well, then it was test pumped at a rate of 12 gpm for a duration of 1 1/2 hours at a constant water level.

Based on the test pumping results, a submersible pump will be installed in the well that is capable of pumping at an average rate of 12 gpm. For the type of water supply system that is proposed for Snowbound, which has a water storage tank for equalizing flows for supply and demand, the water supply source should be able to provide water at a rate equal to the maximum day demand. The maximum day demand (3 times the average day) for Snowbound is 9,000 gpd or 6.25 gpm. As previously stated, the well will be designed to provide 12 gpm, so the proposed source of water supply will be more than adequate to meet the requirements of the development.

SCHMUESER & ASSOCIATES, INC.

1512 GRAND AVENUE, SUITE 210 • GLENWOOD SPRINGS, COLORADO 81601 • (303) 945 5458

Mr. Tom Rogers  
October 4, 1984  
Page Two

#### Water Treatment

Chemical and physical water quality analysis of the water from the well was performed in August 1984; a copy of the test results is attached. The results indicate that the quality of the water is acceptable.

Treatment of the water will consist of disinfection with chlorine. Liquid chlorine will be fed into the raw water as it is pumped from the well to the water storage tank. The chlorination system will be housed along with the pump controls in a small structure adjacent to the well. The water from the well, with the chlorine fed into it, will be pumped to the storage tank via a 2-inch PVC pipeline which will be separate from the water distribution pipeline, i.e. there will be no water service connections on the 2-inch line from the well to the tank. Chlorine contact for disinfection of the water will take place in the storage tank. The storage tank will hold 15,000 gallons, which will allow a chlorine contact time exceeding the minimum 30 minutes that is required.

A request for review of the design of the proposed water supply and disinfection has been submitted to the State Health Department, Water Quality Control Division. The State has up to 45 days to review the information, normally the review time is 3 to 10 days.

#### Water Storage

Water storage will be provided by a 15,000 gallon fiberglass underground water storage tank, located on the property adjacent to the south of Snowbound. The 2-inch pipe into the tank will include a nozzle with an air intake, which will be used to aerate the water to remove sulfates, which give the water a slight sulfur odor. The hydrogen sulfate gas that will result from aeration will be vented from the tank. The tank will include a manway and an overflow pipe, along with controls for operating the well pump to keep the tank full.

#### Water Distribution System

The water distribution system will include a 4-inch PVC water main, and 3/4-inch copper water service connections. The static water pressure in the distribution system will range from 43 psi at the Lot 10 building site to 97 psi at the clubhouse site, which is a good range of water pressure for domestic water supply. The 4-inch water distribution main and the 2-inch raw water line will be buried in a common trench. An additional 4-inch water main is included in the area south of Snowbound to serve as the water distribution system for this property if it is developed in the future. This area would be in a different pressure zone, served by a storage tank at a higher elevation.

Mr. Tom Rogers  
October 4, 1984  
Page Three

Fire Protection

The water distribution system for Snowbound includes four single-nozzle fire hydrants. The primary purpose of these hydrants is to serve as bleeder valves to drain the distribution system at low points and dead ends in the pipeline. The hydrants also provide some fire protection, with fire flows of 480 gpm to 710 gpm at 20 psi residual pressure available at the hydrants. With the 15,000 gallons of storage that is available, a fire flow of 500 gpm could be supplied for 1/2 hour. Typically a residential development within a municipality would be designed to provide a minimum of 1000 gpm of water for fire protection for a duration of 2 hours. Considering the rural nature of Snowbound, the amount of fire protection provided by the proposed water distribution system is acceptable.

If you have any questions or require additional information, please let me know.

Sincerely,

SCHMUESER & ASSOCIATES

  
Peter Belau

PB/jj

Filed for record the 15th day of August, A.D. 1988, at 1:15 P.M. Joanne M. Reiting, Recorder  
 Gunnison, CO  
 Reception No. 409026  
 By Janice Palmer, Deputy

WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of May 1988, 1988, by and between MARBLE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as "District"), CRV CORPORATION, a Colorado corporation (hereinafter individually referred to as "CRV"), and RICHARD W. PHILLIPS (hereinafter individually referred to as "Owner").

R E C I T A L S :

WHEREAS, CRV is the developer of, and Owner holds title to, a tract of land containing approximately 31.18 acres, a legal description of which is attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter referred to as "Property"); and

WHEREAS, said Property is not presently within the boundaries of the District; and

WHEREAS, CRV and Owner desire that the District coordinate the provision of domestic water service to the Property; and

WHEREAS, the District is not required to enlarge or extend its boundaries, services, or facilities beyond those currently existing, or outside its territorial boundaries, and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety, and welfare; and

WHEREAS, the District is interested in operating the domestic water system necessary to service the Property, pursuant to the Rules and Regulations of the District presently in force, or which may hereafter be amended by the Board of Directors of the District, and subject further to the terms and conditions of this Agreement; and

WHEREAS, the statutes of the State of Colorado permit the District and CRV and Owner to enter into this Water Service Agreement, and said statutes further provide such Agreement is binding upon the District and CRV and Owner, their successors, transferees, and assigns.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations expressed herein, the District and CRV and Owner agree as follows:

COVENANTS AND STIPULATIONS

1. Rules and Regulations Apply. It is agreed that the Rules and Regulations of the District which have been, and may hereafter be, adopted by the Board of Directors of the District, and applicable to all customers of the District, shall govern the terms of this Agreement, except as specifically stated otherwise herein.

2. Water System Construction. CRV and Owner hereby agree to construct, at their sole expense, all water distribution, service, storage, and treatment facilities re-

quired to provide water service to the approximately ten (10) single-family dwellings and clubhouse to be contained within the Property, in accordance with the water supply system plan developed by Schmueser and Associates, Inc., Engineers, which plan is attached hereto and incorporated herein by this reference as Exhibit "B". District agrees not to incur additional costs by having its own engineer review and inspect the drawings and work involved with the water system, on the express condition that Schmueser and Associates, Inc. certify to the District that all work has been done at or above standards set by the State of Colorado and the American Waterworks Association, and that Schmueser and Associates, Inc. extends all warranties by the engineer to the District.

3. Conveyance of Facilities and Easements. Within thirty (30) days of acceptance of construction and facilities (which may be constructed in phases) by the District, and prior to the District providing service to any structures connected thereto, CRV and Owner shall, at no cost to the District:

(a) Execute and deliver to the District a good and sufficient Bill of Sale describing all the facilities and equipment constructed by CRV and Owner, and all personal property of CRV and Owner, of whatever

character, relating to such facilities. The Bill of Sale shall warrant the conveyance of the Property described herein as made free from any claim or demand whatsoever.

(b) Provide the District as-built drawings of the facilities, or make reasonable provisions for such drawings.

(c) Arrange to grant and convey to the District all easements necessary for all main and service water transmission lines, the water storage tank, the well and treatment facilities, and all necessary appurtenances thereto constructed by CRV and Owner. Easements for water mains shall have a width of at least thirty (30) feet. Said easements required by the District specifically include adequate easement rights on lands owned by Frank Nisley, Jr. and Ivan P. Kladder.

4. Conveyance of Water Rights. CRV and Owner agree to dedicate water rights to the District without right to reimbursement, in the amount of one hundred percent (100%) of the fully adjudicated water rights necessary to serve the Property, which is ultimately expected to include at least ten (10) units, and expected to require not more than twelve (12) acre-feet of domestic water annually. CRV and Owner warrant the adequacy of the water rights conveyed, and following transfer of the rights to municipal use and/or the

obtaining of necessary permits, should the amount transferred not be equal to one hundred percent (100%) of the water rights deemed necessary to serve the development, additional water rights required to meet this need shall be dedicated by CRV and Owner.

If said water rights conveyances are not fully adjudicated or have adequately approved augmentation plans, permits, points of diversion, and related authorizations, the District shall undertake to secure said approvals at the sole expense of CRV and Owner, deposited in advance with the District. CRV and Owner shall be responsible solely for the costs associated with adjudication of CRV and Owner's water rights, which adjudication is expected to consist of (1) changing conditional Decree to absolute, (2) change of point of diversion, and (3) any modification to the District's plan for augmentation made necessary to serve the Property; which costs are expected to total \$3,000, but shall not exceed \$4,000.

The District shall retain a right of first refusal for open market sales on all excess water rights owned by the CRV and Owner at the time of execution of this Agreement. Due to the time delay expected to occur in the adjudication of water rights, sufficient water rights reasonably determined by the District to be required to meet the one hundred percent (100%) requirement, shall be conveyed to the Dis-

trict and adjudicated by the District. Those rights in excess of one hundred percent (100%) of the water required to serve the Property shall revert to CRV and Owner when adjudication proceedings are complete. A supplemental agreement concerning this water rights transfer with a right of reverter and a right of first refusal shall be attached as Exhibit "C".

5. Conveyance of Storage Rights. CRV and Owner agree to provide adequate storage rights as is necessary for augmentation purposes to provide water for the Property in a reservoir to be located within the Property. Additionally, CRV and Owner agree to provide, and do hereby grant, an option to the District to utilize said reservoir in order to store water for the purposes of the District over and above the water storage constructed by and for CRV and Owner. Should the District exercise this option to expand and utilize the expanded storage capacity, District shall have the right to deepen the reservoir, and shall procure an engineer's feasibility report concerning said enlargement, and shall obtain insurance against damage to the reservoir as the result of the District's activity. All costs associated with the District's use of the reservoir for its own purposes shall be borne solely by the District. It is expressly agreed that this reservoir is a recreational lake,

and the District shall not reduce the amount of water in the lake by more than twelve (12) acre-feet, which is estimated to consist of a drawdown of two (2) vertical feet.

6. Payment of Legal Fees. CRV and Owner agree to pay the cost of legal consultants (up to \$2,000) in developing this Water Service Agreement.

7. Service Charges. The District's cost of service, maintenance, and repair of the water system, plus a ten percent (10%) surcharge, shall be paid by the owners of the Property in such form and in such allocation as the District, in its sole discretion, shall determine. It is anticipated that the District shall remit one bill evidencing costs plus ten percent (10%) on a periodic basis in advance to the Snowbound Subdivision Property Owner's Association. The District reserves the right, however, to bill lot owners individually. Until paid, all such charges shall constitute a perpetual lien upon the Property, and able to be collected pursuant to Subsection 32-1-1001(1)(j), C.R.S., as amended.

Upon development of the Property and water service facilities within the District's boundaries, the District reserves the right to charge the actual cost of service plus ten percent (10%), or one hundred fifty percent (150%) of the in-District service charges when and only when the District is servicing other customers within the District,

whichever is greater. The parties agree that operation and maintenance expenses incurred shall be those which are normal and reasonable for like systems.

8. District Operation of Water System. The District shall utilize its best efforts to operate, maintain, and repair the domestic water system for the benefit of owners within the Property. The District reserves the right to operate the system as it, in its sole discretion, determines is in the best interest of all customers. The District reserves the right to connect the water system within the Property to any future constructed District water system, and to make any and all changes to the operation and facilities of the water system which the District may deem necessary and appropriate, as long as the quality and quantity of water to Snowbound remains adequate.

9. No Reimbursements. No reimbursement or recovery of any costs expended by CRV and Owner under this Agreement shall be allowed, notwithstanding any provisions to the contrary in the Rules and Regulations of the District.

10. Indemnification. CRV and Owner hereby agree to hold harmless the District, its consultants, its successors or assigns, against any and all liability, loss, or damage the District or its successors or assigns may suffer as a result of claims, demands, costs, or judgments against it

under the mechanic's lien laws of the State of Colorado, or otherwise, on account of equipment or materials furnished and/or labor performed on the facilities.

11. Warranty. If for a period of two (2) years from the date of acceptance of the construction of the water facilities by the District any portion of the facilities is determined by the District's engineer to be defective in workmanship and/or materials, then the District may demand that CRV and Owner replace the defective material and remedy defective work, and CRV and Owner shall promptly do so at their sole cost and expense.

12. Recording. It is agreed that this Agreement shall be recorded, and shall be binding upon the heirs, successors, and assigns of CRV and Owner, and that until fully performed all obligations shall constitute rates, fees, tolls or charges and a perpetual lien, able to be foreclosed pursuant to Subsection 32-1-1001(1)(j), C.R.S., as amended.

13. Enforcement. CRV, Owner, and District acknowledge that this Agreement may be enforced in law or in equity by decree of specific performance or damages, or such other legal and equitable relief as may be available, subject to the provisions of the statutes of the State of Colorado.

14. Assignment. This Agreement shall not be assigned by CRV and Owner without the written consent of the Dis-

trict, which consent shall not be unreasonably withheld.

15. Further Extensions of Service. The parties agree that should additional property be acquired by Owner and/or CRV which is able to be served by the District, the extension of water service to said property shall be afforded by the District under the same terms and conditions as contained within this Agreement. Additionally, should such additional acquisition of property accommodate the use of the facilities which are the subject of this Agreement, those facilities may be utilized for the provision of said water service.

16. Survivor of Obligations. The provisions of this Agreement shall be deemed to survive any transfer of facilities or property, and shall be binding upon the successors, transferees, and assigns of the parties.

17. Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names and seals to be affixed the date and year first above written.

DISTRICT:

MARBLE METROPOLITAN DISTRICT

By: John Belh  
President

ATTEST:

John P. [Signature]  
Secretary

( S E A L )



CRV CORPORATION, a Colorado corporation

ATTEST:

By: Thomas A. Rogers, President

\_\_\_\_\_  
Secretary

OWNER:

Richard W. Phillips  
RICHARD W. PHILLIPS

STATE OF COLORADO        )  
                                  )ss.  
COUNTY OF                 )

The foregoing Water Service Agreement was acknowledged and sworn to before me by \_\_\_\_\_ as President, and \_\_\_\_\_ as Secretary, of the Marble Metropolitan District on this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

Witness my hand and official seal.

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

My Commission expires: \_\_\_\_\_.

STATE OF COLORADO        )  
                                  )ss.  
COUNTY OF                 )

The foregoing Water Service Agreement was acknowledged and sworn to before me by Thomas A. Rogers as President, and \_\_\_\_\_ as Secretary, of CRV corporation, a Colorado corporation, on this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

Witness my hand and official seal.

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

My Commission expires: \_\_\_\_\_.



LEGAL DESCRIPTION:Township 11 South, Range 88 West, 6th P.M.

Section 25: That portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25 which lies South of the Crystal River, said parcel more particularly described as follows:

Beginning at the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence N 88° 01' 04" W along the southerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  1296.80 feet to the Southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence N 00° 29' 01" W along the westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  727.86 feet to a point in the center of said river; thence along the center of said river N 56° 07' 27" E 365.35 feet; thence N 67° 00' 22" E 97.96 feet; thence N 53° 24' 43" E 124.05 feet; thence N 67° 12' 31" E 120.66 feet; thence S 89° 54' 54" E 60.02 feet; thence N 69° 21' 21" E 114.34 feet; thence N 80° 36' 36" E 150.36 feet; thence S 75° 00' 00" E 393.79 feet to a point on the Easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence S 00° 06' 33" E along the Easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  1098.15 feet, more or less to the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , the point of beginning.

TOGETHER WITH a 20 foot road easement situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25, said road easement being 10 feet in width on each side of the following described property:

Beginning at a point on the Northerly line of the above described parcel of land, said point being the center of said Crystal River, whence the Northwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  bears N 37° 50' 39" W 502.68 feet; thence along said centerline North 30.00 feet; thence N 87° 37' 07" W. 240.93 feet; thence N 19° 31' 23" W 173.86 feet; thence N 01° 22' 22" E 359.99 feet; thence N 12° 04' 24" E 219.29 feet to a point on the Southerly right of way of a road as constructed and in place,

County of Gunnison,  
State of Colorado.



October 4, 1984

Mr. Tom Rogers  
7108 County Road 3  
Marble, Colorado 81623

Dear Tom:

The purpose of this report is to provide a description of the proposed water supply system for Snowbound. The proposed system is illustrated on the following 3 enclosed plan sheets;

- Sheet 1: Snowbound Water Supply System
- Sheet 2: Well Pump and Controls
- Sheet 3: Water System Installation Details

#### Water Requirements

The total average day water requirement for Snowbound will be 3,000 gallons per day (gpd) for the 10 single-family dwellings and the clubhouse. This is based on the assumptions of 3.5 persons per unit, water requirements of 80 gallons per person per day, and no lawn irrigation.

#### Water Supply

Water for the development will be supplied by a well located on Lot 9 in the upper portion of the property. The well is not located in a 100-year flood plain. This well was drilled in July 1984 to a depth of approximately 430 feet. The well is artesian. The well was test pumped at 20 gallons per minute (gpm) until the water level dropped to near the bottom of the well, then it was test pumped at a rate of 12 gpm for a duration of 1 1/2 hours at a constant water level.

Based on the test pumping results, a submersible pump will be installed in the well that is capable of pumping at an average rate of 12 gpm. For the type of water supply system that is proposed for Snowbound, which has a water storage tank for equalizing flows for supply and demand, the water supply source should be able to provide water at a rate equal to the maximum day demand. The maximum day demand (3 times the average day) for Snowbound is 9,000 gpd or 6.25 gpm. As previously stated, the well will be designed to provide 12 gpm, so the proposed source of water supply will be more than adequate to meet the requirements of the development.

SCHMUESER & ASSOCIATES, INC.

1512 GRAND AVENUE, SUITE 210 • GLENWOOD SPRINGS, COLORADO 81601 • (303) 945 5452

Mr. Tom Rogers  
October 4, 1984  
Page Two

#### Water Treatment

Chemical and physical water quality analysis of the water from the well was performed in August 1984; a copy of the test results is attached. The results indicate that the quality of the water is acceptable.

Treatment of the water will consist of disinfection with chlorine. Liquid chlorine will be fed into the raw water as it is pumped from the well to the water storage tank. The chlorination system will be housed along with the pump controls in a small structure adjacent to the well. The water from the well, with the chlorine fed into it, will be pumped to the storage tank via a 2-inch PVC pipeline which will be separate from the water distribution pipeline, i.e. there will be no water service connections on the 2-inch line from the well to the tank. Chlorine contact for disinfection of the water will take place in the storage tank. The storage tank will hold 15,000 gallons, which will allow a chlorine contact time exceeding the minimum 30 minutes that is required.

A request for review of the design of the proposed water supply and disinfection has been submitted to the State Health Department, Water Quality Control Division. The State has up to 45 days to review the information, normally the review time is 3 to 10 days.

#### Water Storage

Water storage will be provided by a 15,000 gallon fiberglass underground water storage tank, located on the property adjacent to the south of Snowbound. The 2-inch pipe into the tank will include a nozzle with an air intake, which will be used to aerate the water to remove sulfates, which give the water a slight sulfur odor. The hydrogen sulfate gas that will result from aeration will be vented from the tank. The tank will include a manway and an overflow pipe, along with controls for operating the well pump to keep the tank full.

#### Water Distribution System

The water distribution system will include a 4-inch PVC water main, and 3/4-inch copper water service connections. The static water pressure in the distribution system will range from 43 psi at the Lot 10 building site to 97 psi at the clubhouse site, which is a good range of water pressure for domestic water supply. The 4-inch water distribution main and the 2-inch raw water line will be buried in a common trench. An additional 4-inch water main is included in the area south of Snowbound to serve as the water distribution system for this property if it is developed in the future. This area would be in a different pressure zone, served by a storage tank at a higher elevation.

Mr. Tom Rogers  
October 4, 1984  
Page Three

Fire Protection

The water distribution system for Snowbound includes four single-nozzle fire hydrants. The primary purpose of these hydrants is to serve as bleeder valves to drain the distribution system at low points and dead ends in the pipeline. The hydrants also provide some fire protection, with fire flows of 480 gpm to 710 gpm at 20 psi residual pressure available at the hydrants. With the 15,000 gallons of storage that is available, a fire flow of 500 gpm could be supplied for 1/2 hour. Typically a residential development within a municipality would be designed to provide a minimum of 1000 gpm of water for fire protection for a duration of 2 hours. Considering the rural nature of Snowbound, the amount of fire protection provided by the proposed water distribution system is acceptable.

If you have any questions or require additional information, please let me know.

Sincerely,

SCHMUESER & ASSOCIATES

  
Peter Belau

PB/jj

Filed for record the 12th day of November A.D. 19 85 at 12:05'clock P.M. Joanne M. Reitinge Recorder

Reception No. 391087

By Ruth Howard Deputy

STATE DOCUMENTARY FEE

SPECIAL WARRANTY DEED

DATE 11/12/85

NO Fee

RICHARD W. PHILLIPS ("Phillips"), whose address is c/o Phillips & Bowles, P.C., 2000 Post Oak Boulevard, Suite 2200, Houston, Texas 77056, for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby sells and conveys to the Marble Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), whose address is 5321 County Road 3, Marble, Colorado 81623, the following described water rights and water storage rights:

1. 0.184 cfs. of water decreed to the Beaver Lake Ditch by the Garfield County District Court on October 24, 1952 in Civil Action No. 4033, with an appropriation date of July 7, 1947, together with all rights associated with the change of this 0.184 cfs. of water decreed to the Beaver Lake Ditch, as such change of water right was approved by the District Court, Water Division No. 5, in Case No. 81CW18 by decree dated June 16, 1981;

2. 4.0 cfs. of water decreed to the Yule Creek Ditch, by decree of the Garfield County District Court dated November 5, 1971, in Civil Action No. 5884, with an appropriation date of August 15, 1954;

3. 12 acre-feet of water decreed to Orlosky Reservoir No. 2, by decree of the Garfield County District Court dated November 5, 1971, Civil Action No. 5884, with an appropriation date of August 15, 1954, together with the right to store and refill twelve (12) acre-feet of water in Orlosky Reservoir No. 2;

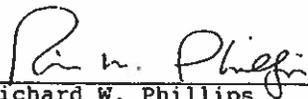
4. An appropriation of water in the amount of twenty (20) gallons per minute from a well located on Lot 9 in the Snowbound Subdivision, Gunnison County, Colorado, with Phillips' consent given for this appropriation, whether the water withdrawn is tributary or non-tributary;

Together with all appurtenances, privileges and improvements belonging to any of the aforescribed water rights and water storage rights, including, but not limited to, all easements and rights-of-way, ditches and ditch rights, reservoir and reservoir rights, and wells and well rights appurtenant to or used in connection with the aforescribed water rights and water storage rights.

These water rights, water storage rights and their appurtenances are conveyed free and clear of all liens and encumbrances. The rights, obligations, warranties and representations set forth in the Water Service Agreement dated May 20, 1985 among Marble Metropolitan District, CRV Corporation, and Richard W. Phillips are still in effect and survive this conveyance.

Phillips warrants the title to the above-described water rights, water storage rights and their appurtenances against all persons claiming under him.

Executed this 15<sup>TH</sup> day of October, 1985.

  
Richard W. Phillips

STATE OF Texas )  
COUNTY OF Harris ) SS



The foregoing SPECIAL WARRANTY DEED was acknowledged and sworn to before me by Richard W. Phillips this 25th day of October, 1985.

Witness my hand and official seal.

Barbara J. Proctor  
Notary Public

My commission expires: BARBARA J PROCTOR

Address: \_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires May 4, 1993

NOTARY PUBLIC STATE OF TEXAS  
BARBARA J. PROCTOR  
COMMISSION EXPIRES MAY 4, 1993

FILED FOR RECORDS BY 20th. May 1977 at 11:30 AM by Narian A. Smith  
RECORDED BY *Jim Piloni* Sp. CLERK

INDEXED NO. 317123

RESOLUTION NO. 18  
Series 1977

A RESOLUTION FOR EXEMPTION OF LAND  
FROM THE PROVISIONS  
OF THE GUNNISON COUNTY SUBDIVISION RESOLUTION

WHEREAS, Marjorie A. Orlosky has petitioned the Board of County Commissioners for exemption of certain land from the provisions of the Gunnison County Subdivision Resolution, which land the Petitioner proposes to convey to a third party; and,

WHEREAS, it appears that the Petitioner's proposed transfer of land does not come within the intent or purpose of the Gunnison County Subdivision Resolution,

IT IS, THEREFORE, RESOLVED that the tracts of land described in Exhibit A which is attached hereto and made a part hereof by reference, be and the same is hereby exempted from the provisions of the Gunnison County Subdivision Resolution; provided, however, that the exemption from the Gunnison County Subdivision Resolution afforded by this resolution shall apply only to the transaction herein set forth, and any further division of the land thus exempted will not be allowed except in full compliance with the applicable Gunnison County Subdivision Resolution.

The foregoing resolution of the Board of County Commissioners of Gunnison County, Colorado, has been taken upon motion of Commissioner *M. Orlosky*, seconded by Commissioner *James*.

The above and foregoing resolution was adopted this 21 day of May, 1977.

*Ronald Waters*

*George E. Means*

*David L. ...*

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO



*Narian A. Smith*  
County Clerk

County of Gunnison



I, Narian A. Smith, Clerk and Recorder in and for said County of Gunnison, do hereby certify that the above and foregoing is a true and correct copy as the same appears in book in the County of Gunnison, Colorado.  
19 day of May 1977

Narian A. Smith, County Clerk and Recorder

*Narian A. Smith*

EXHIBIT "A"  
Page 1

## PARCEL NO. I

A parcel of land situated in the SE $\frac{1}{4}$  of Section 25, Township 11 South, Range 88 West of the Sixth Principal Meridian, County of Gunnison, State of Colorado, lying Easterly of the Westerly line of said SE $\frac{1}{4}$ , Southerly of the Northerly line of said SE $\frac{1}{4}$ , Westerly of the Easterly line of said SE $\frac{1}{4}$  and Northerly of the Northerly right-of-way line of a road as constructed and in place, said parcel of land is described as follows:

Beginning at the Northwest Corner of said SE $\frac{1}{4}$ ; thence S.89°17'49" E. along the Northerly line of said SE $\frac{1}{4}$ , 1313.43 feet to the Northeast Corner of said SE $\frac{1}{4}$ ; thence S.00°06'33" E. along the Easterly line of said SE $\frac{1}{4}$ , 554.15 feet to a point on the Northerly right-of-way line of said road; thence along the Northerly right-of-way line of said road N.82°48'24" W. 69.90 feet; thence 167.31 feet along the arc of a curve to the left, having a radius of 372.29 feet, the chord of which bears: S.84°19'09" W. 165.90 feet; thence S.71°26'42" W. 67.70 feet; thence 121.66 feet along the arc of a curve to the right, having a radius of 311.74 feet, the chord of which bears: S.82°37'30" W. 120.89 feet; thence N.86°11'39" W. 169.86 feet; thence 196.46 feet along the arc of a curve to the left, having a radius of 268.82 feet, the chord of which bears: S.72°52'10" W. 192.11 feet; thence S.51°56'00" W. 140.94 feet; thence 112.75 feet along the arc of a curve to the right, having a radius of 350.52 feet, the chord of which bears: S.61°08'55" W. 112.27 feet; thence S.70°21'49" W. 10.00 feet; thence 151.92 feet along the arc of a curve to the left, having a radius of 1043.13 feet, the chord of which bears: S.66°11'29" W. 151.79 feet; thence S.62°01'09" W. 79.62 feet; thence 132.05 feet along the arc of a curve to the right, having a radius of 73.65 feet, the chord of which bears: N.66°37'03" W. 115.06 feet; thence N.15°15'18" W. 8.19 feet, more or less to a point on the Westerly line of said SE $\frac{1}{4}$ ; thence N.00°28'58" W. along the Westerly line of said SE $\frac{1}{4}$ , 849.84 feet, more or less, to the Northwest Corner of said SE $\frac{1}{4}$ , the point of beginning.

The above described parcel of land contains 20.42 acres, more or less.

EXHIBIT "A"  
Page 2

PARCEL NO. 2

A parcel of land situated in the SE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of Section 25, Township 11 South, Range 88 West of the Sixth Principal Meridian, County of Gunnison, State of Colorado, lying Easterly of the Westerly lines of said SE $\frac{1}{4}$  and the NE $\frac{1}{4}$ , Southerly of the Southerly right-of-way line of a road as constructed and in place, Westerly of the Easterly lines of said SE $\frac{1}{4}$  and the NE $\frac{1}{4}$ , and Northerly of the center of the Crystal River, said parcel of land is described as follows:

Beginning at the Southwest Corner of said SE $\frac{1}{4}$ , thence N.00°28'55" W. along the Westerly line of said SE $\frac{1}{4}$ , 420.80 feet to a point on the Southerly right-of-way line of said road; thence along the Southerly right-of-way line of said road, 131.16 feet along the arc of a curve to the left, having a radius of 103.65 feet, the chord of which bears: N.81°43'42" W. 122.59 feet; thence N.62°01'09" E. 79.62 feet; thence 147.55 feet along the arc of a curve to the right, having a radius of 1013.13 feet, the chord of which bears: N.66°11'29" E. 147.42 feet; thence N.70°21'49" E. 10.00 feet; thence 122.40 feet along the arc of a curve to the left, having a radius of 380.52 feet, the chord of which bears: N.61°08'55" E. 121.87 feet; thence N.51°56'00" E. 140.94 feet; thence 174.53 feet along the arc of a curve to the right, having a radius of 238.82 feet, the chord of which bears: N.72°52'10" E. 170.68 feet; thence S.86°11'39" E. 169.85 feet; thence 133.37 feet along the arc of a curve to the left, having a radius of 341.74 feet, the chord of which bears: N.82°37'30" E. 132.53 feet; thence N.71°26'42" E. 67.70 feet; thence 153.82 feet along the arc of a curve to the right, having a radius of 342.29 feet, the chord of which bears: N.84°19'09" E. 152.53 feet; thence S.82°48'24" E. 73.74 feet, more or less to a point on the Easterly line of said SE $\frac{1}{4}$ ; thence S.00°06'33" E. along the Easterly lines of said SE $\frac{1}{4}$  and the NE $\frac{1}{4}$ , 1,007.64 feet to a point in the center of said river; thence along the center of said river N.75°00'00" W. 393.79 feet; thence S.80°35'36" W. 150.36 feet; thence S.69°20'21" W. 114.34 feet; thence N.89°54'54" W. 60.02 feet; thence S.67°12'31" W. 120.66 feet; thence S.53°24'43" W. 124.05 feet; thence S.67°00'22" W. 97.95 feet; thence S.56°07'27" W. 365.35 feet to a point on the Westerly line of said NE $\frac{1}{4}$ ; thence N.00°29'01" W. along the Westerly line of said NE $\frac{1}{4}$ , 600.62 feet, more or less to the Northwest Corner of said NE $\frac{1}{4}$ , the point of beginning.

The above described parcel of land contains 27.56 acres, more or less.

The above described parcel of land is subject to a 20 foot road easement situated in the SE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of said Section 25, said easement being 10 feet in width on each side of the following described centerline:

Beginning at a point on the Southerly line of the above described parcel of land said point being in the center of the Crystal River thence the Northwest Corner of said NE $\frac{1}{4}$  bears: N.37°50'30" W. 502.68 feet; thence along said centerline North 30.00 feet; thence N.37°37'07" W. 240.93 feet; thence N.19°31'23" W. 173.86 feet; thence N.01°22'22" E. 359.99 feet; thence N.12°04'24" E. 219.29 feet to a point on the Southerly right-of-way line of a road as constructed and in place.

EXHIBIT "A"  
Page 3

A parcel of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25, Township 11 South, Range 88 West of the Sixth Principal Meridian, County of Gunnison, State of Colorado, lying Easterly of the Westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Southerly of the Center of the Crystal River, Westerly of the Easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  and Northerly of the Southerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , said parcel of land is described as follows:

Beginning at the Southeast Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , thence N.88°01'04" W. along the Southerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , 1296.80 feet to the Southwest Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence N.09°29'01" W. along the Westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , 727.86 feet to a point in the center of said river; thence along the center of said river N.56°07'27" E. 365.35 feet; thence N.67°00'22" E. 97.96 feet; thence N.53°24'43" E. 124.05 feet; thence N.67°12'31" E. 120.66 feet; thence S.89°54'54" E. 60.02 feet; thence N.69°20'21" E. 114.34 feet; thence N.80°36'36" E. 150.36 feet; thence S.75°00'00" E. 393.79 feet to a point on the Easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence S.00°06'33" E. along the Easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , 1098.15 feet, more or less to the Southeast Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , the point of beginning.

The above described parcel of land contains 31.18 acres, more or less.

Together with a 20 foot road easement situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25, said road easement being 10 feet in width on each side of the following described centerline:

Beginning at a point on the Northerly line of the above described parcel of land said point being in the center of said Crystal River whence the Northwest Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  bears: N.37°50'39" W. 502.68 feet; thence along said centerline North 30.00 feet; thence N.87°37'07" W. 240.93 feet; thence N.19°31'23" W. 173.86 feet; thence N.01°22'22" E. 359.99 feet; thence N.12°04'24" E. 219.29 feet to a point on the Southerly right-of-way line of a road as constructed and in place.

317123

DATE: 10-10-43  
COUNTY: Guilford

As found or noted in office  
11:30 a.m. A. J. May 20 1977

is recorded in book 502 page 411  
Marian A. Smith

By: A. O. Jones  
Deputy  
Sp. Deputy

Sorrahine, et al  
Box 659

IN THE DISTRICT COURT IN AND FOR  
WATER DIVISION NO. 5  
STATE OF COLORADO  
Case No. W-1905

IN THE MATTER OF THE APPLICATION	)	
FOR WATER RIGHTS OF THE	)	
	)	
MARBLE METROPOLITAN DISTRICT	)	
FOR THE MARBLE METROPOLITAN	)	FINDINGS OF FACT, CONCLUSIONS
DISTRICT MUNICIPAL WATER SYSTEM	)	OF LAW AND DECREE
IN THE CRYSTAL RIVER	)	
	)	
IN GUNNISON COUNTY	)	

The Application in this matter having been filed May 31, 1973, and was re-referred to the Court by the Water Referee on August 17, 1973, having been consolidated for trial with Case No. W-1906, and having come on for hearing at which time the Applicant was represented by its counsel, John Wittemyer of Moses, Wittemyer and Harrison, P.C., and the Objector, County of Pitkin, was represented by its counsel, George Vranesh of Vranesh and Musick, and the Court having considered the pleadings, the evidence and the arguments of counsel, DOTH FIND:

1. Timely and adequate notice of the pendency of these proceedings has been given in the manner required by law and the Water Judge sitting in this Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties, whether they have appeared or not;
2. The statements contained in the application are true. The Applicant formulated the requisite intent to divert water from the Crystal River and its tributaries and by engineering survey on August 1, 1972, and subsequent work has diligently proceeded to effectuate its plans to appropriate.

CONCLUSIONS OF LAW

The Court concludes as a matter of law that:

1. The Applicant is entitled to a conditional decree as prayed for in its application.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Applicant: MARBLE METROPOLITAN DISTRICT  
Address of Applicant: Box 56C, Star Route  
Carbondale, Colorado 81623
2. Name of Ditch or other structure: Marble Metropolitan District  
Municipal Water System
3. Point of diversion:

ALTERNATE INTAKE POINTS of diversion located in Gunnison County, Colorado, in T11S, Ranges 87 and 88 West of the 6th P.M., more particularly described as follows:

INTAKE POINT NO. 1: A point situated on Lost Trail Creek in Section 19, T11S, R87W of the 6th P.M., from whence Corner No. 1 of the Queen Placer Survey No. 7738 bears N30°W, 515 feet.

INTAKE POINT NO. 2: A point situated on the Crystal River, in the NW1/4 SE1/4 of Section 25, T11S, R88W of the 6th P.M., from whence the Center of said Section 25 bears N05°35'43"W, 266.65 feet.

INTAKE POINT NO. 3: A point located on Carbonate Creek in the SE1/4 NE1/4, Section 23, T11S, R88W of the 6th P.M., from whence the East 1/4 Corner of Section 23 bears S41°07'40"E, 1228.54 feet.

INTAKE POINT NO. 4: A point situated on the Crystal River, in the SE1/4 NE1/4 of Section 27, T11S, R88W of the 6th P.M., from whence the E 1/4 Corner of said Section 27 bears S65°36'30"E, 770.87 feet.

INTAKE POINT NO. 5: A point situated on Slate Creek in the SE 1/4 SW1/4 of Section 23, T11S, R88W of the 6th P.M., from whence the S1/4 Corner of said Section 23 bears S30°03'16"E, 1037.10 feet.

INTAKE POINT NO. 6: A point situated on the Crystal River in the NW1/4 of Section 27, T11S, R88W of the 6th P.M., from whence the W 1/4 Corner of said Section 27 bears S43°48'15"W, 1994.09 feet.

INTAKE POINT NO. 7: A point situated on the Crystal River in the SE1/4 SW1/4 of Section 21, T11S, R88W of the 6th P.M., from whence the center of said Section 21 bears N34°08'32"E, 1650.77 feet.

INTAKE POINT NO. 8: A point located on an unnamed tributary in the NE1/4 SW1/4 of Section 21, T11S, R88W of the 6th P.M., from whence the center of said Section 21 bears N37°19'06"E, 797.53 feet.

INTAKE POINT NO. 9: A point located on Rapid Creek in the SE1/4 SW1/4 of Section 20, T11S, R88W of the 6th P.M., from whence the South Quarter Corner of said Section 20 bears S15°25'E, 1100 feet.

4. Means of diversion:

The Marble Metropolitan District Municipal Water System is hereby conditionally decreed the right to divert water at the above-described points of diversion utilizing gravity flow where possible and pumping facilities at all other points of diversion. Diverted waters will be transported via pipeline to such water treatment facility or facilities as may be required and then distributed via pipeline to the various users deriving their water supply from the Marble Metropolitan District (the "District"). Sewerage return flows will be collected by the District, transported by pipeline to the sewerage treatment facilities of the District, treated and the return flow either utilized for irrigation or discharged to the Crystal River. The capacity of the pumps and the size of pipelines installed to effectuate diversions may vary over time depending on the water supply requirements of the various segments of the system, PROVIDED, HOWEVER, that the District is decreed the right to construct and install at each and every point of diversion described above pumping facilities and pipelines of sufficient size and capacity to permit the diversion, transportation and application to beneficial use of 10 cubic feet of water per second of time.

5. Source of Water:

The Crystal River and tributaries thereof, including Lost Trail Creek, Carbonate Creek, Slate Creek, Rapid Creek, unnamed tributaries thereof and unnamed tributaries of the Crystal River.

6. Type of Use:

Municipal, domestic, commercial, industrial, irrigation and all beneficial purposes (including storage within the Marble Metropolitan District Municipal Water System for the aforesaid purposes).

7. Amount of water:

A. Portion absolute: 0 cfs.

B. Portion conditional: 10 cfs.

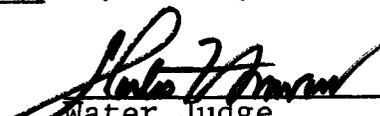
The District is hereby decreed the right to divert 10 cfs. with diversions, at the option of the District, to be made at one, some or all of the alternate intake points of diversion described in paragraph 3 hereof so long as total instantaneous diversions into the Marble Metropolitan District Municipal Water System from all intake points do not exceed 10 cfs.

8. Priority of water right: August 1, 1972.

9. During the month of *May* 1978, and every four years thereafter until the right is decreed final, the owner or user thereof, if it desires to maintain the same, shall file an application for quadrennial finding of reasonable diligence with the water clerk of this court.

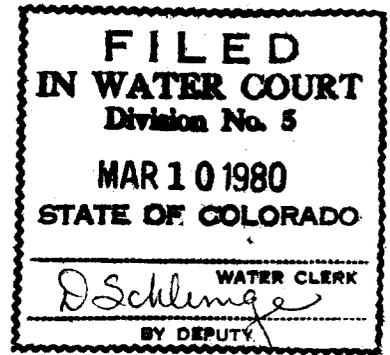
It is the Judgment and Decree of the Court that the statements contained in the application are true and that the above-described conditional water right is approved and granted the indicated priority.

Dated this 16<sup>th</sup> day of August, 1974.

  
Water Judge  
Water Division No. 5  
State of Colorado

IN THE DISTRICT COURT IN AND FOR  
WATER DIVISION NO. 5  
STATE OF COLORADO

Consolidated Cases No. W-1905-75,  
W-1906-75, and C.A. No. 5884



IN THE MATTER OF THE APPLICATION )  
FOR WATER RIGHTS OF )  
MARBLE METROPOLITAN DISTRICT )  
IN THE CRYSTAL RIVER ) RULING OF REFEREE  
AND ITS TRIBUTARIES )  
IN GUNNISON COUNTY. )

The above entitled application was filed on November 5, 1975, and was referred to the undersigned as Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court on the 2nd day of December, 1975, and again, on Motion of parties involved, on July 5, 1979, in accordance with Article 92 of Chapter 37, Colorado Revised Statutes 1973, known as The Water Right Determination and Administration Act of 1969.

And the undersigned Referee having made such investigations as are necessary to determine whether or not the statements in the application are true and having become fully advised with respect to the subject matter of the application does hereby make the following determination and ruling as the Referee in this matter, to-wit:

1. The statements in the application are true. The statement of opposition has been effectively withdrawn as a result of agreement between the parties involved, and the Referee has made no determination with respect to the statements of opposition.
2. The names of the conditional water rights involved in this application for findings of reasonable diligence are:
  - (a) Marble Metropolitan District Municipal Water System, adjudicated in Case No. W-1905;
  - (b) Reh Ditch and Reservoir, adjudicated in Civil Action No. 5884; and
  - (c) Plan for Augmentation and Change of Water Right, adjudicated in Case No. W-1906.
3. The name of the claimant and address is Marble Metropolitan District; c/o Robert E. L. Beebe; Moses, Wittemyer, Harrison, and Woodruff; 250 Arapahoe Avenue; Boulder, Colorado.

4. (a) The source of the water for the Marble Metropolitan District Municipal Water System is the Crystal River and tributaries thereof, including Lost Trail Creek, Carbonate Creek, Slate Creek, Rapid Creek, unnamed tributaries thereof and unnamed tributaries of the Crystal River.
- (b) The source of the water for the Reh Ditch and Reservoir is a spring tributary to the Crystal River.
- (c) The sources of the water for the Plan for Augmentation are the same as those set forth above in (a) and (b).
5. (a) The points of diversion of the Marble Metropolitan District Municipal Water System are alternate points of diversion located in T. 11 S., R. 87 W. of the 6th P.M., more particularly described as follows:

INTAKE POINT NO. 1: A point situated on Lost Trail Creek in Section 19, T. 11 S., R. 87 W. of the 6th P.M. from whence Corner NO. 1 of the Queen Placer Survey No. 7738 bears N. 30° W. 515 feet.

INTAKE POINT NO. 2: A point situated on the Crystal River, in the NW1/4 SE1/4 of Section 25, T. 11 S., R. 88 W. of the 6th P.M. from whence the Center of said Section 25 bears N. 05° 35' 43" W. 266.65 feet.

INTAKE POINT NO. 3: A point located on Carbonate Creek in the SE1/4NE1/4 of Section 23, T. 11 S., R. 88 W. of the 6th P.M., from whence the East 1/4 corner of Section 23 bears S. 41°07'40" E. 1228.54 feet.

INTAKE POINT NO. 4: A point situated on the Crystal River in the SE1/4 NE1/4 of Section 27, T. 11 S., R. 88 W. of the 6th P.M., from whence the E 1/4 Corner of said Section 27 bears S. 65°36'30" E. 770.87 feet.

INTAKE POINT NO. 5: A point situated on Slate Creek in the SE1/4 SW1/4 of Section 23, T. 11 S., R. 88 W. of the 6th P.M., from whence the S 1/4 Corner of said Section 23 bears S. 30°03'16" E. 1037.10 feet.

INTAKE POINT NO. 6: A point situated on the Crystal River in the NW1/4 of Section 27, T. 11 S., R. 88 W. of the 6th P.M., from whence the W 1/4 Corner of said Section 27 bears S. 43°48'15" W. 1994.09 feet.

INTAKE POINT NO. 7: A point situated on the Crystal River in the SE1/4 SW1/4 of Section 21, T. 11 S., R. 88 W. of the 6th P.M. from whence the center of said Section 21 bears N. 34°08'32" E. 1650.77 feet.

INTAKE POINT NO. 8: A point located on an unnamed tributary in the NE1/4 SW1/4 of Section 21, T. 11 S., R. 88 W. of the 6th P.M., from whence the center of said Section 21 bears N. 37°19'06" E. 797.53 feet.

INTAKE POINT NO. 9: A point located on Rapid Creek in the SE1/4 SW1/4 of Section 20, T. 11 S., R. 88 W. of the 6th P.M., from whence the South Quarter Corner of said Section 20 bears S. 15°25' E. 1100 feet.

- (b) Reh Ditch and Reservoir has its headgate located at a point whence the Northwest Corner of Section 27, T. 11 S., R. 88 W. of the 6th P.M. bears N. 62°27'52" W. 2250.09 feet.
- (c) The plan for augmentation includes the following water rights at the following locations:

Forsch Irrigating Ditch, Ditch No. 88AA with Priority No. 121A, for .112 c.f.s. absolutely decreed for irrigation purposes from Slate Creek and from Holland Spring in Spring Gulch, tributaries of the Crystal River with priority date of May 15, 1885, by decree dated February 21, 1920, and with the headgate located in the Northwest 1/4 of Section 26, T. 11 S., R. 88 W., at a point from which the Northwest Corner of said Section 26 bears N. 62°09' W. 1845 feet.

Barnes-Baroni Ditch, Ditch No. 531 with Priority No. 740' for .016 c.f.s. absolutely decreed for domestic, irrigation and other beneficial uses from unnamed tributaries to Carbondate Creek which is tributary to the Crystal River with administrative priority date of October 22, 1957, and with the headgates thereof located as follows:

(a) Headgate No. 1 is located at a point whence Corner No. 1 of Homestead Entry Survey No. 185 in Section 23, T. 11 S., R. 88 W. of the 6th P.M. bears S. 44°24'17" W. 1010.30 feet.

(b) Headgate No. 2 is located at a point whence Corner No. 1 of Homestead Entry Survey No. 185 in Section 23, T. 11 S., R. 88 W. of the 6th P.M. bears S. 31°28'54" E. 313.80 feet.

(c) Headgate No. 3 is located at a point whence Corner No. 1 of Homestead Entry Survey No. 185 in Section 23, T. 11 S., R. 88 W. of the 6th P.M. bears S. 37°10'30" E. 476.10 feet.

Cocburn No. 1 Ditch, Ditch No. 486 with Priority No. 687 for .104 c.f.s. absolutely decreed for irrigation and domestic uses from the Crystal River with priority date of June 1, 1952, and with the headgate located at a point on the Southwesterly bank of the Crystal River whence the W1/4 Corner of Section 27 T. 11 S., R. 88 W. of the 6th P.M. bears S. 82°45' W. 3400.8 feet.

Cockburn No. 3 Ditch, Ditch No. 487 with Priority No. 688 for .020 c.f.s. absolute decreed for irrigation and domestic uses from an unnamed tributary of the Crystal River with priority date of June 1, 1952, and with the headgate located at a point whence the E1/4 Corner of Section 28, T. 11 S., R. 88 W. of the 6th P.M. bears S. 61°48' E. 1519.5 feet.

Cookman Ditch, Ditch No. 530 with Priority No. 739 for .026 c.f.s. absolutely decreed for domestic, irrigation and other beneficial uses from unnamed tributaries of Carbonate Creek, a tributary of the Crystal River with administrative priority date of October 22, 1957, and with the headgates thereof located as follows:

(a) Headgate No. 1 is located at a point whence the North Quarter Corner of Section 24, T. 11 S., R. 88 W. of the 6th P.M. bears S. 49°00'36" W. 1117.10 feet.

(b) Headgate No. 2 is located at a point whence the North Quarter Corner of Section 24, T. 11 S., R. 88 W. of the 6th P.M. bears N. 65°42'02" W. 1160.80 feet.

6. On August 16, 1974, in Case No. W-1905, the Water Court for Water Division NO. 5 awarded to the Marble Metropolitan District Municipal ~~Water~~ System, a conditional water right for 10.0 cubic feet of water per second of time, to be used for municipal, domestic, commercial, industrial, irrigation, and all beneficial purposes (including storage within the Marble Metropolitan District Municipal Water System), with appropriation date of August 1, 1972. The claimant was direct to file an application for quadrennial finding of reasonable diligence in the development of this conditional water right in May of 1978 to maintain the conditional water right in full force and effect.
7. On February 25, 1975, in Case NO. W-1906, the Water Court for Water Division No. 5 approved the applicant's plan for augmentation and granted the Change of Use of the above described water rights, subject to certain conditions contained in the Decree. The Plan for Augmentation was made conditional until such time as the conditional water rights are made absolute and the Plan for Augmentation is completed and operational. Case No. W-1905, W-1906 and that portion of Civil Action No. 5884 pertaining to the Reh Ditch and REservoir were consolidated and the claimant was directed to file a consolidated application for finding of reasonable diligence in the development of these water rights on or before November 5, 1975 to maintain the conditional water rights and plan for augmentation in full force and effect.
8. On November 5, 1975, the claimant filed in Water Court for Water Division No. 5, a consolidated application for quadrennial finding of reasonable diligence in the development of these conditional water rights.

In support of this application the following information was submitted by the applicant:

(a) Marble Ski AREA, Inc., co-applicant in Case Nos. W-1906, and Civil Action NO. 5884, filed a petition in bankruptcy on September 10, 1974. As title to the water rights may be affected by the bankruptcy proceedings, the applicants herein must proceed slowly and cautiously until Marble Ski Area, Inc. receives a discharge from the bankruptcy court and until title to the water rights are determined.

(b) Bankruptcy proceedings are a form of litigation, and as title to the water rights are affected thereby, the proceedings constitute due diligence on the part of applicants.

(c) Applicant's plan for augmentation is based upon a unified overall system of water service and sewage disposal; the amount of water which the District must replace in the stream when diverting out of priority is to be determined by subtracting water actually being returned to the river by the District as sewer effluent from water actually being diverted into its municipal system by the District. As previously stated in paragraph 7 above, the Court in Case No. W-1906 expressly stated that diligence on one part of the system was to be considered as diligence upon the whole. Until there are adequate sewer disposal facilities, the District will be unable to implement the plan for augmentation.

(d) On April 17, 1975 the Town of Marble and the Marble Metropolitan District entered into a joint resolution to cooperate in providing a centralized sewerage collection and treatment system for the property included within the boundaries of the Town and the District. The Town and the District will proceed with a joint effort to obtain the proper approval from local, state and federal officials and to obtain local, state and federal funding.

(e) On December 10, 1974, the State Engineer issued Well Permit No. 019094-F to Marble Metropolitan District for a well to be located in the SE1/4 NE1/4 of Section 23, T. 11 S., R. 88 W. of the 6th P.M. in Gunnison County, Colorado. The well was drilled very close to Intake Point No. 3, decreed in Case No. W-1905, and is to be used as an alternate point of diversion for Forsch Irrigating Ditch, Ditch No. 888A, Priority No. 121A, pursuant to the plan for augmentation in Case No. W-1906. Incorporation of the well into the Marble Metropolitan Water System and plan for augmentation was a condition of approval on the permit.

(f) On October 31, 1974, Marble Metropolitan District entered into an agreement with Lee E. Stubblefield to purchase a well from Stubblefield which well was located at property known as Marble Village Inn and owned by Marble Ski Area, Inc. Pursuant to said Agreement, Stubblefield is to complete the well and construct an underground pipeline from said well to the Marble Village Inn., which well, pump, pipeline and associated equipment are to become the property of the District.

9. On January 16, 1976, a Statement of Opposition was filed by the Pitkin County Board of County Commissioners to the Consolidated Application for Quadrennial Finding of Reasonable Diligence, and as a result, on February 25, 1976, the application was re-referred by the Water Referee to the Water Judge for Water Division No. 5.
10. On June 20, 1979, after agreements were entered into between the parties involved, and on Motion of said parties, the application was again referred to the Water Referee by the Water Judge for Water Division No. 5 for the entry of a ruling provided that the stipulation and agreement entered into by the parties be considered by the Referee for inclusion in the ruling.

W-1905-75  
W-1906-75  
C.A. No. 5884

11. The Water Referee has considered the stipulation and agreement and has determined that the only issue before the Referee in this case is whether or not the claimant has exercised reasonable diligence in the development of these conditional water rights and whether or not the conditional water rights should be continued in full force and effect.

The stipulation and agreement does not address the matters before the Referee and does not challenge the question of reasonable diligence in the development of the conditional water rights and should not become a part of this Ruling of Referee.

The Referee does find that the claimant has shown reasonable diligence in the development of the proposed appropriation of the water conditionally awarded to the above named structures; and therefore concludes that the above entitled application should be granted, and the conditional water right be continued in full force and effect.

Application for a quadrennial finding of reasonable diligence shall be filed in November of 1979<sup>9.</sup> and in November of every fourth calendar year thereafter so long as the claimant desires to maintain this conditional water right or until a determination has been made that this conditional water right has become an absolute water right by reason of the completion of the appropriation.

It is accordingly ORDERED that this ruling shall be filed with the Water Clerk and shall become effective upon such filing, subject to Judicial review pursuant to Section 37-92-304, C.R.S. 1973.

It is further ORDERED that a copy of this ruling shall be filed with the appropriate Division Engineer and the State Engineer.

Done at the City of Glenwood Springs, Colorado, this 10<sup>th</sup> day of MARCH, 1980.

BY THE REFEREE:

No protest was filed in this matter.  
The foregoing ruling is confirmed  
and approved, and is made the  
Judgment and Decree of this court.  
Dated: 1980-11-16

  
Water Referee  
Water Division No. 5  
State of Colorado

IN THE DISTRICT COURT IN AND FOR  
WATER DIVISION NO. 5

STATE OF COLORADO

Case No. W-1906

IN THE MATTER OF THE APPLICATION )	
FOR WATER RIGHTS OF THE MARBLE )	
METROPOLITAN DISTRICT AND MARBLE )	FINDINGS OF FACT, CONCLUSIONS
SKI AREA, INC., FOR WATER RIGHTS )	OF LAW AND DECREE APPROVING
IN GUNNISON COUNTY )	PLAN OF AUGMENTATION

THIS MATTER, having come on for trial by the Court on July 19, 1974, upon the application of Marble Metropolitan District, a municipal corporation of the County of Gunnison and State of Colorado (hereafter referred to as the "District"), and Marble Ski Area, Inc., a Colorado corporation (hereafter referred to as "Marble") for approval of plan for augmentation and for change of use which was filed on May 31, 1973, and trial by the Court having continued and been completed on August 16, 1974, and the Court having considered the pleadings, the files herein and the evidence DOTH FIND:

1. Timely and adequate notice of the pendency of these proceedings has been given in the manner required by law and the Water Judge sitting in this Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties, whether they have appeared or not.

2. Applicant District, is a Metropolitan District created for the purpose, among others, of providing a municipal water system to the geographical area contained within the District.

3. In Case No. W-1905, which is a companion application filed concurrently with this application and heretofore consolidated for **trial** with this application, the Applicant District was awarded a conditional decree for the Marble Metropolitan District Municipal Water System, which decree entitles it to divert 10 c.f.s. from the Crystal River and tributaries thereof, including Lost Trail Creek, Carbonate Creek, Slate Creek, unnamed tributaries of Rapid Creek and unnamed tributaries of the Crystal

River, under priority date of August 1, 1972, for municipal, domestic, commercial, industrial, irrigation and all beneficial purposes (including storage within the Marble Metropolitan District Municipal Water System for the aforesaid purposes), and with diversions, at the option of the District and so long as total diversions into the Marble Metropolitan District Municipal Water System from all intake points do not exceed 10 c.f.s., to be made at one, some or all of the alternate intake points of diversion located in Gunnison County, Colorado, in T11S, Ranges 87 and 88 West of the 6th P.M., and more specifically described as follows:

INTAKE POINT NO. 1: A point situated on Lost Trail Creek in Section 19, T11S, R87W of the 6th P.M., from whence Corner No. 1 of the Queen Placer Survey No. 7738 bears N 30° W, 515 feet.

INTAKE POINT NO. 2: A point situated on the Crystal River, in the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 25, T11S, R88W of the 6th P.M., from whence the Center of said Section 25 bears N 05°35'43" W, 266.65 feet.

INTAKE POINT NO. 3: A point located on Carbonate Creek in the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 23, T11S, R88W of the 6th P.M., from whence the East  $\frac{1}{4}$  corner of Section 23 bears S 41°07'40" E, 1228.54 feet.

INTAKE POINT NO. 4: A point situated on the Crystal River, in the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 27, T11S, R88W of the 6th P.M., from whence the E $\frac{1}{4}$  corner of said Section 27 bears S 65°36'30" E, 770.87 feet.

INTAKE POINT NO. 5: A point situated on Slate Creek in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 23, T11S, R88W of the 6th P.M., from whence the S $\frac{1}{4}$  Corner of said Section 23 bears S 30°03'16" E, 1037.10 feet.

INTAKE POINT NO. 6: A point situated on the Crystal River in the NW $\frac{1}{4}$  of Section 27, T11S, R88W of the 6th P.M., from whence the W $\frac{1}{4}$  Corner of said Section 27 bears S 43°48'15" W, 1994.09 feet.

INTAKE POINT NO. 7: A point situated on the Crystal River in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 21, T11S, R88W of the 6th P.M., from whence the center of said Section 21 bears N 34°08'32" E, 1650.77 feet.

INTAKE POINT NO. 8: A point located on an unnamed tributary in the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 21, T11S, R88W of the 6th P.M., from whence the center of said Section 21 bears N 37°19'06" E, 797.53 feet.

INTAKE POINT NO. 9: A point located on Rapid Creek in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 20, T11S, R88W of the 6th P.M., from whence the South  $\frac{1}{4}$  corner of said Section 20 bears S 15°25' E, 1100 feet.

4. Applicants own or have contracted to purchase the following direct flow water rights:

Forsch Irrigating Ditch, Ditch No. 88AA with Priority No. 121A, for 2.8 c.f.s. absolutely decreed for irrigation purposes from Slate Creek and from Holland Spring in Spring Gulch, tributaries of the Crystal River with priority date of May 15, 1885, by decree dated February 21, 1920, and with the headgate located in the Northwest  $\frac{1}{4}$  of Section 26, Township 11 South, Range 88 West, at a point from which the Northwest Corner of said Section 26 bears N 62°09' W, 1845 feet.

Barnes-Baroni Ditch, Ditch No. 531 with Priority No. 740 for 5.0 c.f.s. absolutely decreed for domestic, irrigation and other beneficial uses from unnamed tributaries to Carbonate Creek which is tributary to the Crystal River with administrative priority date of October 22, 1957, and with the headgates thereof located as follows:

(a) Headgate No. 1 is located at a point whence Corner No. 1 of Homestead Entry Survey No. 185 in Section 23, Township 11 S, R88W of the 6th P.M. bears S 44°24'17" W, 1010.30 feet.

(b) Headgate No. 2 is located at a point whence Corner No. 1 of Homestead Entry Survey No. 185 in Section 23, Township 11 S, R88W of the 6th P.M. bears S 31°28'54" E, 313.80 feet.

(c) Headgate No. 3 is located at a point whence Corner No. 1 of Homestead Entry Survey No. 185 in Section 23, Township 11 S, R88W of the 6th P.M. bears S 37°10'30" E, 476.10 feet.

Cockburn No. 1 Ditch, Ditch No. 486 with Priority No. 687 for 3.0 c.f.s. absolutely decreed for irrigation and domestic uses from the Crystal River with priority date of June 1, 1952, and with the headgate located at a point on the Southwesterly bank of the Crystal River whence the W $\frac{1}{4}$  corner of Section 27, Township 11 S, R88W of the 6th P.M. bears S 82°45' W, 3400.8 feet.

Cockburn No. 3 Ditch, Ditch No. 487 with Priority No. 688 for 1.5 c.f.s. absolutely decreed for irrigation and domestic uses from an unnamed tributary of the Crystal River with priority date of June 1, 1952, and with the headgate located at a point whence the E $\frac{1}{4}$  corner of Section 28, Township 11 S, R88W of the 6th P.M. bears S 61°48' E, 1519.5 feet.

Cookman Ditch, Ditch No. 530 with Priority No. 739 for 10.00 c.f.s. absolutely decreed for domestic, irrigation and other beneficial uses from unnamed tributaries of Carbonate Creek, a tributary of the Crystal River with administrative priority date of October 22, 1957, and with the headgates thereof located as follows:

(a) Headgate No. 1 is located at a point whence the North  $\frac{1}{4}$  Corner of Section 24, Township 11 S, R88W of the 6th P.M. bears S 49°00'36" W, 1,117.10 feet.

(b) Headgate No. 2 is located at a point whence the North  $\frac{1}{4}$  Corner of Section 24, Township 11 S, R88W of the 6th P.M. bears N 65°42'02" W, 1,160.80 feet.

5. Applicants also own the following storage water right:

Reh Ditch and Reservoir, Structure No. 550, Priority No. 763, for 13.592 acre-feet of water, conditionally decreed for domestic and municipal uses from a spring tributary to the

Crystal River with priority date of August 1, 1955, by decree dated November 5, 1971, in Civil Action 5884, and with head-gate located at a point whence the Northwest Corner of Section 27, T11S, R88W of the 6th P.M. bears N 62°27'52" W, 2250.09 feet.

6. The direct flow water rights described in paragraph 4, hereof, have historically been used for the irrigation of hay meadows and pasture land and have historically consumed, on an annual basis, at least 20 acre-feet of water annually. Municipal use of water by the District through its municipal water system will result in the consumption of less water than irrigation use of the same water. Municipal use of these water rights by the District at the alternate intake points of diversion described in paragraph 3 hereof, during the historic season of use, will not injuriously affect other appropriators if diversions at the new alternate intake points of diversion are limited to the historic or decreed period of use, limited to the amounts of water physically available for diversion at the historic point of diversion, and, with respect to Alternate Intake Point Nos. 1 and 3, limited to times that will not deprive junior priorities of water which they would otherwise have historically been able to legally divert.

7. If the District is authorized to divert water out of priority as requested by the Application, the Crystal River will be depleted by the amount of such diverted waters which are consumed by the District. At such times, the District can leave flows of the Crystal River undiminished for other appropriators by adding to the River, from storage, and at a point upstream from the water right placing a call on the river, an amount of water which is equal to the water being consumed by the District at the time. Storage waters which the District proposes to use for discharging to the Crystal River consist of the storage right described in paragraph 5 hereof, waters purchased by the District from the United States Department of the Interior Bureau of Reclamation and stored in either Reudi Reservoir or Green Mount Reservoir and, if necessary, other waters or water rights hereafter acquired by the District.

8. None of the lands contained within the District boundaries nor any of the alternate intake points of diversion described in paragraph 3 hereof are located within a designated ground water basin.

9. The District can, by metering water diverted into the municipal system and return flow to the Crystal River from the District Sewer Treatment Facility determine the amount of actual consumption occurring at times when the Plan of Augmentation is operational. Release, at a point upstream from the water right placing a call on the river, of the consumed amount to the river from storage will leave flows of the Crystal River undiminished for other appropriators; consequently, the Court finds that the proposed Plan of Augmentation will not adversely affect other water rights on the Crystal River or its successor rivers in the Colorado River Basin; provided however, that this Plan of Augmentation shall not be effective unless and until the Applicant has completed the purchase of and made absolute all of the water rights described in Paragraph 4 above and caused the removal from irrigation of the land underlying said ditches.

#### CONCLUSIONS OF LAW

The Court concludes as a matter of law that:

1. The requested addition of alternate points of diversion and change of use for the water rights described in paragraph 4 hereof and the Plan of Augmentation set forth herein on the terms and conditions hereafter imposed will not adversely affect any other water rights in the Crystal River or its successor rivers in the Colorado River Basin and may be lawfully approved and decreed by the Court.

2. The Plan of Augmentation proposed by this Application is one which is contemplated by law and if administered in accordance with this decree will replace in the Crystal River and its successor rivers in the Colorado River Basin all depletion caused by municipal diversions out of priority by the District.

#### JUDGMENT AND DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Application for Change of Use is hereby granted as to the following portion of the water rights described in the Application:

Forsch Irrigating Ditch, Ditch No. 88AA with **Priority No. 121A**, for .112 c.f.s. absolutely decreed for irrigation purposes from Slate Creek and from Holland Spring in Spring Gulch, tributaries of the Crystal River with priority date of May 15, 1885, by decree dated February 21, 1920, and with the headgate located in the Northwest  $\frac{1}{4}$  of Section 26, Township 11 South, Range 88 West, at a point from which the Northwest Corner of said Section 26 bears N 62°09' W, 1845 feet.

Barnes-Baroni Ditch, Ditch No. 531 with **Priority No. 740** for .016 c.f.s. absolutely decreed for domestic, irrigation and other beneficial uses from unnamed tributaries to Carbonate Creek which is tributary to the Crystal River with administrative priority date of October 22, 1957, and with the headgates thereof located as follows:

(a) Headgate No. 1 is located at a point whence Corner No. 1 of Homestead Entry Survey No. 185 in Section 23, T11S, R88W of the 6th P.M. bears S 44°24'17" W, 1010.30 feet.

(b) Headgate No. 2 is located at a point whence Corner No. 1 of Homestead Entry Survey No. 185 in Section 23, T11S, R88W of the 6th P.M. bears S 31°28'54" E, 313.80 feet.

(c) Headgate No. 3 is located at a point whence Corner No. 1 of Homestead Entry Survey No. 185 in Section 23, T11S, R88W of the 6th P.M. bears S 37°10'30" E, 476.10 feet.

Cocburn No. 1 Ditch, Ditch No. 486 with **Priority No. 687** for .104 c.f.s. absolutely decreed for irrigation and domestic uses from the Crystal River with priority date of June 1, 1952, and with the headgate located at a point on the Southwesterly bank of the Crystal River whence the W $\frac{1}{4}$  Corner of Section 27, T11S, R88W of the 6th P.M. bears S 82°45' W, 3400.8 feet.

Cockburn No. 3 Ditch, Ditch No. 487 with **Priority No. 688** for .020 c.f.s. absolutely decreed for irrigation and domestic uses from an unnamed tributary of the Crystal River with priority date of June 1, 1952, and with the headgate located at a point whence the E $\frac{1}{4}$  Corner of Section 28, T11S, R88W of the 6th P.M. bears S 61°48' E, 1519.5 feet.

Cookman Ditch, Ditch No. 530 with Priority No. 739 for .026 c.f.s. absolutely decreed for domestic, irrigation and other beneficial uses from unnamed tributaries of Carbonate Creek, a tributary of the Crystal River with administrative priority date of October 22, 1957, and with the headgates thereof located as follows:

(a) Headgate No. 1 is located at a point whence the North Quarter Corner of Section 24, T11S, R88W of the 6th P.M. bears S 49°00'36" W, 1,117.10 feet.

(b) Headgate No. 2 is located at a point whence the North Quarter Corner of Section 24, T11S, R88W of the 6th P.M. bears N 65°42'02" W, 1,160.80 feet.

and such portion of said water rights may henceforth be used for municipal, domestic, commercial, industrial, irrigation and all other beneficial purposes, and may, in addition to the originally decreed

point of diversion, henceforth be diverted at any of the following alternate intake points of diversions:

INTAKE POINT NO. 1: A point situated on Lost Trail Creek in Section 19, T11S, R87W of the 6th P.M., from whence Corner No. 1 of the Queen Placer Survey No. 7738 bears N 30° W, 515 feet.

INTAKE POINT NO. 2: A point situated on the Crystal River, in the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 25, T11S, R88W of the 6th P.M., from whence the Center of said Section 25 bears N 05°35'43" W, 266.65 feet.

INTAKE POINT NO. 3: A point located on Carbonate Creek in the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 23, T11S, R88W of the 6th P.M., from whence the East  $\frac{1}{4}$  Corner of Section 23 bears S 41°07'40" E, 1228.54 feet.

INTAKE POINT NO. 4: A point situated on the Crystal River, in the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 27, T11S, R88W of the 6th P.M., S 65°36'30" E, 770.87 feet.

INTAKE POINT NO. 5: A point situated on Slate Creek in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 23, T11S, R88W of the 6th P.M., from whence the S $\frac{1}{4}$  Corner of said Section 23 bears S 30°03'16" E, 1037.10 feet.

INTAKE POINT NO. 6: A point situated on the Crystal River in the NW $\frac{1}{4}$  of Section 27, T11S, R88W of the 6th P.M., from whence the W $\frac{1}{4}$  Corner of said Section 27 bears S 43°48'15" W, 1994.09 feet.

INTAKE POINT NO. 7: A point situated on the Crystal River in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 21, T11S, R88W of the 6th P.M. from whence the Center of said Section 21 bears N 34°08'32" E, 1650.77 feet.

INTAKE POINT NO. 8: A point located on an unnamed tributary in the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 21, T11S, R88W of the 6th P.M. from whence the Center of said Section 21 bears N 37°19'06" E, 797.53 feet.

INTAKE POINT NO. 9: A point located on Rapid Creek in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 20, T11S, R88W of the 6th P.M., from whence the South Quarter Corner of said Section 20 bears S 15°25' E, 1100 feet.

PROVIDED HOWEVER:

- a) If more than one alternate point of diversion is used for diversions at the same time, the instantaneous combined rate of flow under any such priority shall not exceed the maximum rate of flow herein decreed of 0.278 c.f.s.
- b) Diversions under the above-described water rights which were originally decreed for irrigation use only shall be limited to the period from May 1 through September 1.

c) Diversions at any of the herein decreed alternate intake points of diversion under any of the above-described water rights shall be further limited to those times when water is physically available for diversion at the originally decreed point of diversion and to the amount of such physically available water at the originally decreed point of diversion.

d) With respect to diversions under any of the above-described priorities at Intake Point Nos. 1 and 3, such diversion shall be further limited to amounts which will not deprive junior priorities of water which they would otherwise have been able to legally divert.

e) The lands historically irrigated by the water rights described in decretal paragraph 1 hereof shall be dried up and shall henceforth not be irrigated.

f) The Applicant shall complete the purchase of the water rights described in decretal paragraph 1 above.

2. That portion of the water rights described in paragraph 4 of the Court's Findings in excess of the amount in decretal paragraph 1 above is hereby declared to be and is abandoned to the river.

3. The Plan of Augmentation is hereby approved and the District is granted the right, at such time as its decreed water rights are not available in priority, to divert the Marble Metropolitan District Municipal Water System priority decreed in W-1095 at any time, PROVIDED that if such diversion would not be permitted under the priority system the District shall simultaneously release to the Crystal River and its successor rivers the Roaring Fork and the Colorado, at a point upstream from the water right placing a call on the river, a rate of flow of water which is equal to the rate of flow being consumptively used by the District, which released rate of flow shall be determined by subtracting water actually being returned to the river by the District as sewer effluent from water actually being diverted into its municipal system by the District.

For purposes of this decretal paragraph 3, the District may, without further application to this Court, utilize any storage waters which, pursuant to the laws of the United States and the State of Colorado, it has available for discharge to the Crystal River or its successors, as the case may be, including waters purchased from the United States, presently decreed storage waters owned by the District, and storage waters hereafter purchased or developed by the District.

4. This Plan for Augmentation and change of water right decree herein is conditional by virtue of the fact that the Plan for Augmentation and change of water right decreed herein are based upon conditional decrees awarded in W-1905 and Civil Action No. 5884, and also based upon the stated conditions of the acquisition of direct flow and storage water rights. In order for the Applicants to maintain the conditional rights granted herein, they shall file a consolidated application for quadrennial finding of due diligence on or before November 5, 1975, and every fourth year thereafter for each of the conditional rights awarded in Civil Action No. 5884, W-1905 and W-1906 and consolidated into a Plan of Augmentation and Change of Water Right by this decree. Upon the hearing held to determine a finding of due diligence filed pursuant to such application this Court will take testimony relative to the diligence of the entire system herein decreed and will apply the principle announced by the Colorado Supreme Court in Twin Lakes Reservoir and Canal Co. v. Colorado River Water Conservation District, 171 Colo. 561, 468 P.2d 853, 1970, wherein the Court held that diligence on the part of a system was diligence upon the whole; provided that the principal of law therein announced is not subsequently overruled.

The condition herein established as to the filing of a consolidated application for finding of due diligence on November 5, 1975 for Civil Action No. 5884, W-1905 and W-1906 shall constitute a modification of those decrees to the extent of a conflicting time for filing such an application.

5. The State Engineer and the Division Engineer of Water Division No. 5, shall not, at the request of senior appropriators order the curtailment of diversions by the Marble Metropolitan District Municipal Water System water right decreed in W-1905 so long as this Plan of Augmentation is being administered in accordance with the terms of this decree and releases to the river are being made by the District as herein provided.

DATED this 25<sup>th</sup> day of February, 1975,  
at Glenwood Springs, Colorado.

BY THE COURT:

  
\_\_\_\_\_  
WATER JUDGE  
WATER DIVISION No. 5  
State of Colorado

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

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**Agenda Item:** Request by Boulder County to Join Brief of Amici C

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Under local public health statutes, CRS 25-1-501 et seq., LPHA are directed and authorized to issue public health orders (PHO) when necessary to carry out their duties. subject to certain standards and safeguards. CRS 25-1-516 criminalizes PHO violations (M2). Boulder County Public Health

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\dbishop

Discharge Date: 7/28/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/29/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 8/2/2022

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## Melanie Bollig

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**From:** CCAAAttorney <ccaaattorney-bounces@listserve.com> on behalf of Haywood, Kate via CCAAAttorney <ccaaattorney@listserve.com>  
**Sent:** Monday, July 18, 2022 11:54 AM  
**To:** ccaaattorney@listserve.com  
**Subject:** [CCAAAttorney] Amicus Brief - Public Health Order Authority  
**Attachments:** ATT00001.c  
**Importance:** High

[EXTERNAL SENDER - USE CAUTION]

All,

Boulder County Public Health (BCPH) plans to file an amicus brief in support of Tri-County Health Department (TCHD) and is seeking additional local public health agencies (LPHA) to sign on.

### Background –

Under local public health statutes, CRS 25-1-501 et seq., LPHA are directed and authorized to issue public health orders (PHO) when necessary to carry out their duties, subject to certain standards and safeguards. CRS 25-1-516 criminalizes PHO violations (M2).

TCHD issued a school mask order under such authority in fall 2021. Parents (Petitioners) filed suit, challenging the lawfulness and constitutionality of TCHD's order. Petitioners' case was dismissed and is now on appeal (22CA0302).

Among other claims, Petitioners argue that the legislature violated the constitution by delegating authority to LPHA to issue PHOs. Asserting a violation of the non-delegation doctrine, Petitioners argue that LPHA should not be permitted to issue public health orders that could be subject to statutory criminal penalties.

### Brief –

BCPH plans to file an amicus brief based on its interest in maintaining statutory authorities necessary for BCPH to perform its duties.

As its sole focus, the amicus brief will defend the constitutionality of LPHA authorities as set by statute, specifically authority to issue PHOs. It will not address the substance of TCHD's mask order or any arguments related thereto.

The brief is due on August 5, 2022.

**Please let me know if your LPHA may be interested in signing onto the brief.** I can share our draft brief with anyone that's interested.

Thanks,

**Kate Haywood**  
**Senior Assistant County Attorney**  
**Boulder County Attorney's Office**

<p>COLORADO COURT OF APPEALS  2 East 14th Avenue Denver, Colorado 80203  720-625-5150</p>	
<p>Appeal from the Arapahoe County District Court  The Honorable Elizabeth Beebe Volz  Case No.: 2021CV31662</p>	
<p><b>Petitioners-Appellants:</b></p> <p>DALE KNIPP and NOAH SEIS</p> <p>v.</p> <p><b>Respondent-Appellee:</b></p> <p>TRI-COUNTY HEALTH DEPARTMENT</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys for <i>Amicus Curiae Boulder County Public Health:</i>  BOULDER COUNTY ATTORNEY  Catherine “Trina” Ruhland, #42426  Deputy County Attorney  Kate Haywood, #48140  Senior Assistant County Attorney  P.O. Box 471, Boulder, CO 80306  Phone No.: 303-441-3190  Fax No.: 303-441-4794  E-mail: <a href="mailto:truhland@bouldercounty.org">truhland@bouldercounty.org</a>  <a href="mailto:khaywood@bouldercounty.org">khaywood@bouldercounty.org</a></p>	<p>Case Number:  2022CA302</p>
<p style="text-align: center;"><b>BRIEF OF AMICI CURIAE SUPPORTING RESPONDENT-APPELLEE  TRI-COUNTY HEALTH DEPARTMENT</b></p>	

## CERTIFICATE OF COMPLIANCE

I hereby certify that this brief complies with all requirements of C.A.R. 28, 29, and 32, including all formatting requirements set forth in these rules.

Specifically, the undersigned certifies the brief complies with C.A.R. 28(g) and 29(d) because it contains \_\_\_\_\_ words. I acknowledge that the brief may be stricken if it fails to comply with any of the requirements of C.A.R. 28 or 32.

/s/

Signature of Attorney

## **TABLE OF CONTENTS**

### **TABLE OF AUTHORITIES**

**Cases**

**Statutes**

**Rules**

**Other Authorities**

**DRAFT**

Pursuant to C.A.R. 29, Boulder County Public Health, through undersigned counsel, submits this Brief of *Amici Curiae* in support of Respondent-Appellee Tri-County Health Department (TCHD).

### **IDENTITY & INTEREST OF THE AMICI CURIAE**

The Colorado General Assembly (“General Assembly”) has statutorily mandated that county and district public health agencies, including Boulder County Public Health (BCPH), “preven[t] disease and injury, promot[e] healthy behavior, and reduc[e] the incidents of chronic diseases and conditions.” CRS 25-1-501(1)(a). The public health statutes, CRS 25-1-501 et seq. (“Health Statutes”), provide authority and set forth duties and powers for county and district public health agencies and their boards of health (collectively, “Local Public Health Agencies” or “LPHAs”), including authority “[t]o investigate and control the causes of epidemic or communicable diseases and conditions affecting public health” and “issue orders and adopt rules” as necessary to exercise enumerated powers and duties. CRS 25-1-506(3)(b)(V); CRS 25-1-508(5)(g); CRS 25-1-509(1)(c).

Plaintiff-Appellants (“Parents”) claim in their Opening Brief that the General Assembly unconstitutionally delegated its authority to issue public health orders and LPHAs such as BCPH should be barred from issuing such orders.

Parents erroneously interpret and apply the Health Statutes and non-delegation doctrine as defined by Colorado courts. Through their meritless constitutional challenge, Parents seek to invalidate BCPH's lawful authorities which implicates BCPH's interest in preserving its ability to carry out its statutory duties.

### **INTRODUCTION**

The authority of LPHAs to issue public health orders, as prescribed by statute, is constitutionally sound. Timely provision of quality public health services requires specialized resources and responsive and agile decision-making, especially during emergencies when the threat of disease or injury is heightened. The Public Health Statutes permit agencies to issue public health orders only under designated circumstances and for enumerated purposes and provide a mechanism for judicial review of such orders, creating important checks and balances within the system.

### **SUMMARY OF THE ARGUMENT**

Delegations of authority are necessary and accepted in government. *Swisher v. Brown*, 402 P.2d 621, 626 (1965). Delegation is more likely to be necessary in difficult and complicated fields subject to constantly changing conditions. *Id.* The General Assembly may delegate certain powers to other governmental entities provided the delegation includes "sufficient statutory standards and safeguards and administrative standards and safeguards, in combination, to protect against

unnecessary and uncontrolled exercise of discretionary power.” *Cottrell v. City & Cnty. of Denver*, 636 P.2d 703, 709 (Colo. 1981) (upholding delegation to Board of Water Commissioners).

Local Public Health Agencies (LPHAs) are statutory entities and may only exercise powers as enumerated by the General Assembly. *Jefferson Cnty. Health Servs. Ass'n, Inc. v. Feeney*, 974 P.2d 1001, 1004 (Colo. 1998); *7250 Corp. v. Bd. of Cnty. Comm'rs for Adams Cnty.*, 799 P.2d 917, 924 (Colo. 1990). The General Assembly created LPHAs and delegated authority to them to issue public health orders under defined circumstances, incorporating standards and safeguards to guide decision-making and limit discretionary power, such as a judicial review process. *People v. Holmes*, 959 P.2d 406, 411-12 (Colo. 1998). For the reasons set forth herein, the authority of LPHAs to issue public health orders is constitutional.

## ARGUMENT

### **I. Delegation of legislative powers is a necessary and accepted part of our legal system.**

The legislative power of the state is vested in the Colorado General Assembly. Colo. Const. art. V, § 1. While the nondelegation doctrine precludes certain legislative delegations, “the legislative department of government does not abdicate its lawmaking function when it describes what job must be done, who

must do it, and the scope of his authority.” *People v. Lowrie*, 761 P.2d 778, 781 (Colo. 1988). Legislative delegations are necessary given the robust and complex government services provided in modern society and the inability of legislatures to perform all functions directly. *Swisher v. Brown*, 402 P.2d 621, 626-627 (1965).

Delegations must establish a “framework” for a law’s operations, but a “specific formula” for agency guidance is “not necessary [...] where flexibility and adaption of the legislative policy to infinitely variable conditions constitutes the essence of the program.” *Swisher*, 402 P.2d at 626. In *Swisher v. Brown*, the Colorado Supreme Court held that, with respect to certain legislative issues, “detailed standards in precise and unvarying form would be unrealistic and more arbitrary than a general indefinite standard.” *Swisher* 627. Legislative standards to guide administrative agencies “may be laid down in broad and general terms” without running afoul of the non-delegation doctrine. *Swisher* 627 citing *Hazlet* citing *Am Jur*.

Legislative delegations require standards and safeguards to protect against unnecessary and uncontrolled exercises of discretionary power “without eliminating the flexibility needed to effectuate legislative goals in dealing with complex social dilemmas.” *Barela v. Beye*, 916 P.2d 668, 668 (Colo. App. 1996). Such flexibility is essential for LPHAs to effectively respond to the variable

conditions inherent to public health work while furthering the purposes of the authorizing statutes within their areas of expertise. See *Citizens For Free Enter. v. Dep't of Revenue, State of Colo.*, 649 P.2d 1054, 1063 (Colo. 1982); *Allstate Prod. Co. v. Colorado Dep't of Lab. & Emp.*, 782 P.2d 880, 883 (Colo. App. 1989).

## **II. The General Assembly's delegation of duties and authorities to LPHAs is constitutional.**

A delegation of power is constitutional where sufficient statutory and administrative standards and safeguards exist “to protect against unnecessary and uncontrolled exercise of discretionary power.” *Cottrell*, 636 P.2d at 709. In conducting such analysis, courts should consider “whether these constraints are sufficient to insure that administrative action will be rational and consistent” and that “subsequent judicial review of that action is available and will be effective.” *Cottrell*, 636 P.2d at 709; *Orsinger Outdoor Advert.* 752 P.2d at 64 n.9 (upholding availability of judicial review).

### **A. The Health Statutes include sufficient standards and safeguards to prevent LPHAs from exercising unnecessary discretion in issuing public health orders.**

The Health Statutes authorize LPHAs to issue public health orders only as “necessary for the proper exercise of the powers and duties vested in or imposed upon.” CRS § 25-1-508(5)(g); 25-1-509(1)(c). Section 25-1-506 enumerates the duties of an LPHA, including the duty to investigate and control the causes of

communicable disease. CRS 25-1-506(3)(b)(V). This enumeration of duties is specific and clear: such duties include the power and duty “[t]o investigate and abate nuisances when necessary in order to eliminate sources of epidemic or communicable diseases and conditions affecting public health.” CRS 25-1-506(3)(b)(VIII). This enumeration of duty places clear standards and limitations on LPHA authority.

LPHAs are only authorized to issue public health orders when necessary for the proper exercise of their enumerated powers and duties. CRS 25-1-508; 509. Furthermore, the General Assembly has prescribed the appropriate penalties for violations of LPHA orders, further providing consistent and reasonable standards and limiting LPHA discretion. CRS § 25-1-516. The General Assembly selected and incorporated in statute the penalties available to LPHAs in administering and enforcing public health laws, including public health orders. CRS 25-1-516. The General Assembly has designated public health order violations as a class 2 misdemeanor, punishable by a fine up to seven hundred and fifty dollars (\$750), one hundred and twenty (120) days imprisonment, or both.

Colorado courts have held that the General Assembly “may authorize [an] agency to adopt rules carrying criminal sanctions” so long as the statutory scheme includes sufficient standards and safeguards and “offers adequate notice of the

penalties applicable to a violator.” *Lowrie* 781-82 citing Willson. In *Lowrie*, the Supreme Court upheld a delegation of rulemaking authority by the General Assembly to the Department of Revenue Director to promulgate rules “necessary for the proper regulation for the sale of alcoholic beverages.” 761 P.2d at 783. In upholding the delegation, the *Lowrie* Court found that the General Assembly “provided the public with express notice” that violating any authorized administrative rule constitutes criminal conduct in dismissing claims that the General Assembly had abdicated its lawmaking authority to the Director. Similar to the Health Statutes, the Director in *Lowrie* was only authorized to make rules on certain, enumerated subjects, with the court noting that “generality in the statutory standards” was “necessitated by the extensive and varied range of activities” associated with alcohol sales and consumption. LPHAs likewise require flexibility to effectuate their enumerated duties consistent with the standards and safeguards set forth in the Health Statutes.

Here, the General Assembly has enumerated the specific penalties applicable to LPHA order violations, akin to the statutory scheme found to be constitutional by the Court in *Lowrie*. 783.

**B. The delegation is constitutional because it comes with effective judicial review.**

Not only must public health orders must be consistent with state laws and orders, C.R.S. § 25-1-508(5)(g); 25-1-509(1)(c), but the Health Statutes, CRS 25-1-515, include an explicit right to judicial review of agency actions as follows:

“Any person aggrieved and affected by a decision of a county or district board of health or a public health director acting under the provisions of this part 5 shall be entitled to judicial review by filing, in the district court of any county over which the county or district board or public health director has jurisdiction, an appropriate action requesting the review within ninety days after the public announcement of the decision.”

Section 25-1-515 explicitly provides that a court may affirm, reverse, or modify an agency decision where an appellant’s substantial rights have been prejudiced due to an agency’s findings and decisions being:

- “(a) Contrary to constitutional rights or privileges;
- (b) In excess of the statutory authority or jurisdiction of the county or district board or public health director;
- (c) Affected by any error of law;
- (d) Made or promulgated upon unlawful procedure;
- (e) Unsupported by substantial evidence in view of the entire record as submitted; or

(f) Arbitrary or capricious.”

The Health Statutes notify aggrieved persons of their right to seek judicial review of agency decisions, and even list the bases upon which review may be sought. Section 25-1-515(2) even notifies appellants of their right to seek review of a district court decision through the state appellate process. Pursuant to C.R.S. § 25-1-515, the courts, rather than LPHAs, retain ultimate authority to determine the constitutionality and lawfulness of LPHA orders.

### CONCLUSION

Boulder County Public Health respectfully request that the Court reject Parents’ claim that the Health Statutes are unconstitutional based on the General Assembly’s delegation of authorities set forth therein.

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_ 2022.

BOULDER COUNTY ATTORNEY’S OFFICE

By: /s/\_\_\_\_\_

Catherine R. Ruhland

Deputy County Attorney

Kate Haywood

Senior Assistant County Attorney

*Attorneys for Boulder County Public Health*

### CERTIFICATE OF SERVICE

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_ 2022, I filed the foregoing **BRIEF OF AMICI CURIAE SUPPORTING RESPONDENT-APPELLEE**

**TRI-COUNTY HEALTH DEPARTMENT** with the Clerk of the Court and served a copy of the foregoing onto the following individuals via Colorado Court E-filing system (CCEF):

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<b>COURT OF APPEALS, STATE OF COLORADO</b> 2 East 14 <sup>th</sup> Avenue Denver, CO 80203	DATE FILED: June 10, 2022 9:10 PM FILING ID: 893C2D8C41406 CASE NUMBER: 2022CA302
Appeal from Arapahoe County District Court Judge Elizabeth Beebe Volz Case No. 21-CV-31662	
<b>Petitioners-Appellants:</b>  DALE KNIPP and NOAH SEIS  vs.  <b>Respondent-Appellee:</b>  TRI-COUNTY HEALTH DEPARTMENT	<input type="checkbox"/> <b>COURT USE ONLY</b> <input type="checkbox"/>
Attorney for Tri-County Health Department  Randolph S. Dement, Attorney at Law 6950 E. Belleview Avenue, Suite 202 Greenwood Village, Colorado 80111 Telephone: 303-721-7271 E-mail: <a href="mailto:rdement@dementlaw.com">rdement@dementlaw.com</a> Facsimile: 303-779-6006 Attorney Registration No.: 16831	Case No.: 22-CA-302
<b>MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION</b>	

Pursuant to C.A.R. 27, Respondent-Appellee Tri-County Health Department (“TCHD”) moves for dismissal of this appeal because the Court lacks jurisdiction over the subject matter – the issues raised on appeal are moot and there is no existing controversy for the Court to review on appeal. As grounds, TCHD states:

1. Petitioners-Appellants seek appellate review of a district court order denying their petition for judicial review of a public health order (long since expired) issued by TCHD to mitigate the effects and spread of COVID-19. (CF, pp. 818-840, Order Re: Petition for Review, filed 1/28/22).

2. TCHD is a district public health agency and political subdivision of the State of Colorado, established by Adams, Arapahoe, and Douglas Counties pursuant to C.R.S. §25-1-506 et seq. (the “public health statutes”). The public health statutes provide public health agencies such as TCHD with the power and duty to issue orders to control the causes of epidemic and communicable diseases, including but not limited to the issuance of orders in the event of a public health emergency. C.R.S. §§25-1-506 (3)(b)(V)(VI)(VII), 25-1-508 (5)(g), 25-1-509 (1)(c). During the COVID-19 pandemic starting in March 2020, TCHD issued a variety of public health orders to control and slow the spread of COVID-19 and to mitigate the effects of the disease. So did the Governor of Colorado, the Colorado Department of Public Health and Environment (“CDPHE”), and every other county and district public health agency in Colorado.

3. One such order issued by TCHD - and which was the subject of the district court action below and is the subject of this appeal - is the “Public Health Order Requiring Facial Coverings for All Individuals Aged 2 Years and Older in Schools and Child Care Settings”. (CF, pp. 309-313) (this order and its amendments are collectively referred to as the “PHO”). The PHO was issued on August 31, 2021 due to the emergence of the highly contagious Delta variant of COVID-19, which was leading to a marked rise in case rates among children. (CF, pp. 309-310). This order, applicable to schools and child care settings in all three

Counties (CF, p. 310, ¶A2), was to remain in effect until December 31, 2021 unless extended, rescinded, or amended. (CF, p. 313).

4. The August 31 PHO was amended and extended on December 29, 2021 by the “Amended Public Health Order Requiring Facial Coverings for All Individuals Aged 2 Years and Older in Schools and Child Care Settings”. (CF, pp. 314-319). This order was issued due to the emergence of the even more contagious Omicron variant of COVID-19. (CF, pp. 314-315). The order was applicable to schools and child care settings in Adams and Arapahoe Counties, but not Douglas County (which by then had withdrawn from TCHD as stated below). (CF, p. 316, ¶A2). The order was to remain in effect until January 31, 2022 unless extended, rescinded, or amended. (CF, p. 319).

5. The PHO was further amended and extended on January 28, 2022 by the “Second Amended Public Health Order Requiring Facial Coverings for All Individuals Aged 2 Years and Older in Schools and Child Care Settings”. This second amended order is not part of the record, was not part of the petition for review filed in the district court, and was not considered or ruled on by the district court. Coincidentally, this second amended order and the district court order being reviewed were issued on the same day – the second amended order at 4:11 p.m. and the district court order at 4:56 p.m. A copy of the second amended order is attached as Exhibit A and is also available as a matter of public record at [www.tchd.org/covid19/publichealthorders](http://www.tchd.org/covid19/publichealthorders).

6. The second amended order was issued because COVID-19, with its Omicron variant, continued to pose a serious health risk at that time. (Ex. A, p.1). This order was to remain in effect through February 4, 2022 unless extended, rescinded, or amended. (Ex. A, p. 5) No such action was taken on the order and it was allowed to expire on February 5, 2022. The second amended order is shown on TCHD's website (referenced in ¶5 above) as "Expired Feb. 5, 2022". Expiration of this PHO occurred almost three weeks before the Notice of Appeal was filed on February 23, 2022.

7. The PHO, as amended through the second amended order, indisputably expired by its terms over four months ago and no longer exists. The Petitioners-Appellants so acknowledge in their Opening Brief. (Op. Brf., p. 3).<sup>1</sup> This particular PHO, made to fit the ever-changing COVID-19 situation at the time, cannot be reinstated or re-imposed. There is no reasonable likelihood that a judgment from this Court would affect the parties' future conduct with respect to the expired, non-existent PHO. Moreover, TCHD currently imposes no COVID restrictions within its jurisdiction. The issues on appeal are moot.

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<sup>1</sup> The Opening Brief shows that this appeal involves a challenge to the original PHO and its first amendment, but not to the second amended PHO. (Op. Brf., p.18: "TCHD's 8/31/21 PHO, and its extension on 12/29/21, violate the constitutionally required separation of powers.").

8. The mootness doctrine implicates subject matter jurisdiction. This issue can be raised at any time in a judicial proceeding, including on appeal. See, e.g., *Zook v. El Paso County*, 494 P.3d 659, 662 (Colo. App. 2021) (issue of subject matter jurisdiction raised by appellate court on its own motion). Matters outside the record may be presented to and considered by a court in determining whether subject matter jurisdiction exists. See, e.g., *Trinity Broadcasting of Denver, Inc. v. City of Westminster*, 848 P.2d 916, 924-25 (Colo. 1993). See also, C.A.R. 27 (a)(2) (regarding documents necessary to support a motion).

9. The mootness doctrine limits the exercise of judicial power and prevents a court from deciding a case where there is no actual or existing controversy. *Development Pathways v. Ritter*, 178 P. 3d 524, 530 (Colo. 2008). Where, as here, the circumstances are such that a court is left with nothing to adjudicate, a court ruling would have no practical effect on the controversy and the case must be dismissed. *People in Interest of Vivekanathan*, 338 P.3d 1017, 1019-20 (Colo. App. 2013) (appeal of order for involuntary commitment was moot where order was terminated after the appeal was filed). See also, *Van Schaak Holdings, Ltd. v. Fulenwider*, 798 P.2d 424, 427 (Colo. 1990) (when issues presented in litigation are moot, a reviewing court must decline to render an opinion on the merits of an appeal).

10. There are two exceptions to the mootness doctrine: (a) where the issue involved is capable of repetition yet evading review; and (b) where the case

involves issues of great public importance or recurring constitutional violations. *State Bd. of Chiropractic Examiners v. Stjernholm*, 935 P.2d 959, 971 (Colo. 1997). Neither exception applies here.

11. This particular PHO is not capable of repetition yet evading review. It expired and no longer exists, and it would thus be impossible to issue the same exact PHO. And, circumstances have changed from then to now. TCHD does have the statutory power and duty to issue a COVID-related public health order in the future. This would depend upon the circumstances that may be present in the future and whether the Governor or CDPHE issue superseding or supplanting orders (as they have before). There is no way of knowing whether or when TCHD would issue another COVID-related order, or what type of restrictions or requirements might be contained therein, or whether it would apply to schools and child care settings. This is especially so given the prevalence of COVID vaccines, the continuing medical and epidemiological advances occurring with respect to the disease, and the different set of facts and data that would apply to different circumstances in the future. The “capable of repetition yet evading review” exception does not apply where, as here, it is a speculative contingency. See, *Vivekanathan, supra*, 338 P.3d at 1020 (“any suggestion that Vivekanathan would be subject to the same action again is mere speculation”).

12. Moreover, the ability of TCHD to issue a similar PHO in the future is quickly waning. TCHD is dissolving and will cease to exist by operation of law on

December 31, 2022 because it will no longer have constituent counties. See, C.R.S. §25-1-506 (1) (a district public health agency consists of two or more contiguous counties). Douglas County withdrew from TCHD in September 2021 and formed its own county public health agency. Adams and Arapahoe Counties are withdrawing from TCHD effective December 31, 2022 and are in the process of forming their own respective county public health agencies. TCHD is currently in the process of winding down its affairs and transitioning from a district public health agency to three separate and distinct county public health agencies. It is also in the process of seeking a court-appointed receiver for the winding down and dissolution. See attached Exhibit B, TCHD Board of Health Resolution dated 6/9/22. See also, [www.tchd.org/thefutureoftri-countyhealthdepartment](http://www.tchd.org/thefutureoftri-countyhealthdepartment).

13. This PHO also does not meet the great public importance or recurring constitutional violation exception. As stated in ¶¶11-12 above, it is not possible for this particular PHO to recur and the chances of a substantially similar public health order being issued in the future is remote and speculative at best. Although Petitioners-Appellants claim a constitutional violation in connection with the PHO (which TCHD vehemently denies), the district court found, and its order demonstrates, that no such violation occurred. (CF, pp. 826-829, 839). As for the great public importance exception, TCHD submits that the issues are not of *great* importance. The PHO applied first to three counties and then to two counties, not to the entire State of Colorado. If the issues are of great importance, they should

be decided in the context of an actual controversy, which no longer exists here. Petitioners-Appellants cannot demonstrate any adverse consequences to them that should compel this Court to invoke the exception. Moreover, if the issues were deemed to be of great public importance or there were possible recurring constitutional violations, the *many* other public health agencies in Colorado that issued virtually identical public health orders under the same public health statutes ought to be joined in this appeal or be requested to participate as *amicus curiae*.

14. In conclusion, a recent decision from the Tenth Circuit Court of Appeals provides persuasive authority for the proposition that this appeal should be dismissed as moot. *Denver Bible Church v. Polis*, No. 20-1391 (Order and Judgment filed 1/24/22), reviewing in part *Denver Bible Church v. Azar*, 494 F. Supp. 3d 816 (D. Colo. 2020). There, the plaintiffs challenged the validity of restrictions imposed by Colorado (through Governor Polis by executive orders and through the CDPHE by public health orders) to combat the COVID-19 pandemic. The Court provides a discussion of the loosening, and then ending, of COVID-19 restrictions throughout Colorado. The Court found that issues concerning the alleged constitutional and statutory violations were moot for a variety of reasons, and that exceptions to the mootness doctrine did not apply. *Id.* at pp. 2-16.

**WHEREFORE**, TCHD requests that the Court grant this Motion, dismiss the appeal as moot, and grant TCHD such other relief as is deemed just.

Dated this 10<sup>th</sup> day of June, 2022.

Respectfully submitted,

/s/ Randolph S. Dement

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Attorney for TCHD

**CERTIFICATE OF SERVICE**

I hereby certify that copy of this **Motion** was served electronically upon all counsel of record through the E-Filing/Service System on June 10, 2022.

/s/ Randolph S. Dement

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**SECOND AMENDED PUBLIC HEALTH ORDER REQUIRING FACIAL COVERINGS FOR ALL INDIVIDUALS  
AGED 2 YEARS AND OLDER IN SCHOOLS AND CHILD CARE SETTINGS**

Pursuant to C.R.S. §§ 25-1-506, 508, and 509, the Tri-County Health Department ("TCHD") hereby issues this Public Health Order **amending and extending** the Amended Public Health Order Requiring Facial Coverings For All Individuals Aged 2 Years and Older in Schools And Child Care Settings issued on December 29, 2021. The goals and purposes of this Order are to control and slow the spread of the SARS-CoV-2 virus ("coronavirus") and to mitigate the effects of the disease resulting therefrom (the coronavirus and the disease resulting therefrom shall be referred to herein as "COVID-19"), to protect the public health, safety, and welfare, to maintain consistent healthcare capacity in TCHD's jurisdiction, and to reduce COVID-19 related disruptions in schools and child care facilities.

DATE FILED: Jun 10 2022 9:10 PM  
FILING ID: 893C2D8C41406  
CASE NUMBER: 2022CA302

**FINDINGS**

Whereas, TCHD has public health jurisdiction over Adams and Arapahoe Counties. In furtherance of its jurisdiction, TCHD has the power and duty to investigate and control the causes of epidemic or communicable diseases and conditions affecting the public health within its jurisdiction, as well as the power and duty to close schools and public places and to prohibit gatherings of people when necessary to protect public health, and to establish, maintain, and enforce isolation and quarantine, and in pursuance thereof, to exercise physical control over property and over persons within TCHD's jurisdiction as it may find necessary for the protection of public health; and

Whereas, COVID-19 is a respiratory illness transmitted through respiratory or aerosolized droplets that people expel when they breathe, cough, or sneeze. Persons can be infected with COVID-19 and be asymptomatic yet still contagious, including vaccinated persons; and

Whereas, CDPHE first detected the Omicron variant of the SARS-CoV-2 virus in Colorado on December 2, 2021; and as of January 28, 2021, the Omicron variant now constitutes nearly all COVID-19 tests sampled for SARS-CoV-2 virus variant in Colorado, and is approximately 2-3 times as contagious as the previous Delta variant of COVID-19; and

Whereas, the Omicron variant has led to a marked rise in case rates in TCHD's jurisdiction between December 2021 and January 2022. The weekly incidence rate on December 15, 2021 in Adams County was 195/100,000 and in Arapahoe County was 173/100,000; and on January 11, 2022, the weekly incidence rate was 1875/100,000 in Adams County and 1862/100,000 in Arapahoe County representing an 862% increase in Adams County and a 979% increase in Arapahoe County; and

Whereas, although case trends following the widespread Omicron surge are now declining rapidly and predicted to continue to do so, both counties' weekly incidence rates are expected to exceed CDC's threshold for high community transmission of a weekly incidence rate of 100/100,000 for an estimated 7-10 additional days. The weekly incidence rate on January 27, 2022 in Adams County was 855/100,000 and in Arapahoe County was 842/100,000 representing a 54% decrease in Adams County and 55% decrease in Arapahoe County since the peak on January 11. The most recent decline in 7-day incidence rates since January 21, 2022 represent a sustained decrease with a 33% reduction in Adams County and 37% in Arapahoe County; and

Whereas, scientific evidence shows that the wearing of facial coverings by individuals assists in reducing virus transmission by reducing the spread of respiratory droplets; and

Whereas, according to the CDC, COVID-19 continues to pose a serious health risk, especially to individuals who are not fully vaccinated, and certain viral mitigation measures remain necessary to protect against COVID-19 cases, hospitalizations, and deaths. On July 28, 2021, the CDC updated its guidance and

recommended that all individuals, including those who are fully vaccinated, wear a face covering in all public indoor settings in areas of substantial or high transmission. As of January 28, 2021, the CDC identified Adams and Arapahoe Counties as areas with high transmission; and

Whereas, the CDC, CDPHE, and TCHD, in order to prioritize critical in-person learning, have recommended universal indoor masking for all staff, students, teachers, and visitors to K-12 schools aged 2 years and older, regardless of vaccination status; and

Whereas, the CDC has found that adopting universal masking policies can help avert school closures and isolation or quarantine, especially if combined with other non-pharmaceutical interventions such as social distancing, hand hygiene, and adequate ventilation; and

Whereas, universal mask wearing is intended to reduce disruptive isolations and quarantines in schools and child care facilities; and

Whereas, the CDC has conducted research and extensively reviewed scientific studies and concluded that mask use has been found to be safe and is not associated with clinically significant impacts on respiration or gas exchange in children. And while the mental health impact of the COVID-19 pandemic on children is clear, Children's Hospital Colorado clarified that mask wearing has not been linked to mental health problems in children or any other group and did not contribute to their declared 'state of emergency' for pediatric mental health; and

Whereas, the close contact with large groups of non-household members for extended periods of time indoors, conditions inherent to Childcare and School Settings, create a less safe environment for unvaccinated children if universal masking is not implemented. Transmission of COVID-19 in these settings would pose considerable risk to individuals, including (1) risk to the health of children, especially those not yet eligible to receive the COVID-19 vaccine, (2) risk of transmission from infected children, staff, or teachers to family and others outside of the Child Care and School Settings, especially for those at higher risk of complications from COVID-19, and (3) risk of interference with in-person learning and other educational activities due to isolation of positive cases and quarantine of children exposed in these situations.

## ORDER

A. Pursuant to the statutory authority granted to the Executive Director of Tri-County Health Department (TCHD), and at the authorization and direction of the TCHD Board of Health, the following is ordered:

1. Public Health Order Requiring Facial Coverings For Schools And Child Care Settings issued by TCHD on August 18, 2021 is rescinded.
2. All individuals 2 years of age and older must wear a **Face Covering** while in any indoor **School Setting** in Adams County and Arapahoe County.
3. All individuals 2 years of age and older must wear a **Face Covering** while in any indoor **Child Care Setting** in Adams County and Arapahoe County.

B. **Definitions:**

1. **Face Covering** as used in this Order, means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A Face Covering may be factory-made or may be handmade and improvised by using ordinary household materials. The Face Covering should fit snugly but comfortably against the side of the face; allow for breathing without restriction; and either be constructed of

disposable mask materials or include multiple layers of fabric that can be laundered and machine dried without damage or change to shape. Face Coverings must cover the nose and mouth at all times and should remain in place until taken off safely. If a Face Covering moves during regular activity exposing the nose or mouth, it must be replaced with one that does not need to be frequently adjusted in order to reduce touching of the face. A Face Covering should be replaced when it becomes dirty, wet, and/or difficult to breathe through.

It must be noted that any mask that incorporates a one-way valve (typically a raised plastic cylinder about the size of a quarter on the front or side of the mask) that is designed to facilitate easy exhaling, as well as face shields, are not Face Coverings under this Order and are not to be used to comply with this Order's requirements. Valves of that type permit droplet release from the mask and can put others nearby at risk.

A video showing how to make a Face Covering and additional information about how to wear and clean Face Coverings may be found on the [CDC's website](#).

2. **School Setting** means any indoor facility used for pre-kindergarten through 12<sup>th</sup> grade instruction of academic or extracurricular activities. School Setting includes public, private, and charter schools. School Setting includes all buildings where school-based or sponsored activities are performed, even if such activities are not performed on school property. School Setting does not include home schooling by parents solely of their own children.
3. **Child Care Setting** means all licensed child care facilities, including in-home child care, and programs classified as license-exempt under the Colorado Child Care Licensing Act, including single skill-building and 72-hour camps; child care centers operated in connection with and on the premises of a church, shopping center, or business where children are cared for during short periods of time; and special schools or classes for religious instruction or single skill-building purpose; in Adams and Arapahoe Counties.

**C. Exemptions.** The following individuals are exempt from the requirements of this Order:

1. Individuals under age 2; and
2. Individuals who cannot medically tolerate a Face Covering and who have submitted to the School or Child Care Setting a statement provided by a Colorado-licensed medical provider on the provider's letterhead including the following:
  - a. Medical provider's printed name, license number, address, phone number;
  - b. Signature of the medical provider;
  - c. Identification of the medical condition preventing the individual from wearing a mask and any recommended alternative to the mask.

**D. Exceptions.** Individuals performing the following activities are excepted from the requirements of this Order while the activity is being performed:

1. Individuals who are hearing impaired or otherwise disabled or who are communicating with someone who is hearing impaired or otherwise disabled and where the ability to see the mouth is essential to communication.
2. Individuals seated during meal or snack time and who are actively eating or drinking.
3. Individuals who are asked to temporarily remove their Face Covering for identification purposes in furtherance of a particular service requiring legal identification.

4. Individuals who are actively engaged in a public safety role, such as law enforcement personnel, firefighters, or emergency medical personnel.
  5. Individuals who are receiving a personal or medical service where the temporary removal of a Face Covering is necessary to perform the service.
  6. Individuals who are in a swimming pool or actively engaged in a pool activity in which their Face Covering might become wet.
  7. Individuals engaged in gymnastics, tumbling, cheer, or wrestling, where it is not safe to wear a Face Covering.
  8. When a student in a School Setting is actively playing an instrument that cannot otherwise be played while wearing a Face Covering.
  9. Individuals who are actively napping or resting pursuant to state licensing requirements.
  10. Individuals who are alone in an enclosed room.
  11. Individuals who are officiating or participating in a religious service or practice at an indoor School Setting or Child Care Setting where the temporary removal of a Face Covering is necessary to complete or participate in the religious service or practice.
- E. Supervision.** Teachers, caregivers, and parents shall supervise the use of Face Coverings by children to avoid misuse. Additionally, nothing in this Order requires that children under the age of two (2) years wear a Face Covering.
- F. Americans with Disabilities Act.** The requirements of this Order shall be applied in a manner consistent with the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), Title VII of the Americans with Disabilities Act (42 U.S.C. § 2000e et seq.), the Colorado Anti-Discrimination Act (C.R.S. §24-34-401 et seq.), and any other applicable federal or State law.
- G. Signage Requirements.** All facilities covered by this Order shall post on all entrances a sign which states that, pursuant to Tri-County Health Department Public Health Order, no individual may enter the facility without wearing a Face Covering unless a specific exception applies. Template signage is available at <https://www.tchd.org/831/Print-Materials>
- H. Refusal of Service.** Except for the limited exemptions and exceptions provided above, no facility subject to this Order may allow an individual to enter or remain within their indoor space unless the individual is wearing a Face Covering as required by this Order.
- I. Reasonable Accommodations.** TCHD recommends that schools and child care facilities review the State of Colorado's [Civil Rights Guidance](#).

#### **OTHER PUBLIC HEALTH ORDERS RELATED TO COVID-19**

This Order is intended to be and shall be read and construed in concert with and as a supplement and addition to all federal, state, and local laws and orders related to COVID-19.

To the extent any federal, state, municipal, school, or school district orders or laws are more restrictive than what is set forth herein, such orders or laws control.

## ADVISEMENT AND ADDITIONAL INFORMATION

Along with CDPHE, TCHD is tasked with protecting the health, safety, and welfare of the citizens of Adams and Arapahoe Counties as it relates to epidemic and communicable diseases, including COVID-19. This Order is necessary to control transmission of that disease to persons and to maintain consistent healthcare capacity in TCHD's jurisdiction. Immediate issuance of this Order is necessary for the preservation of public health, safety, and welfare.

If you have questions regarding this Order, or to report suspected violations of this Order please contact TCHD at 303-220-9200 or view the COVID-19 information on TCHD's website at [www.tchd.org](http://www.tchd.org). Please do not call 911 to report violations of this public health order.

TCHD will attempt to seek voluntary compliance through education, technical assistance and warning notices. However, this Order may be enforced by any appropriate legal means. It is unlawful for any person to willfully violate, disobey, or disregard this Order. Any person who does so may be subject to the penalties provided in C.R.S. §§25-1-516 and 18-1.3-501. In addition, if you do not comply with this Order, TCHD may seek a court order in Colorado state district court to enforce this Order and/or to restrain or enjoin any violation of this Order.

Any person aggrieved and affected by this Order is entitled to Colorado state district court judicial review of this Order pursuant to and in accordance with C.R.S. §25-1-515. However, the aggrieved and affected person must continue to comply with the terms of this Order while his, her, or its request for judicial review is pending.

If any part or provision of this Order or the application thereof to any person or circumstance is held to be invalid, the remainder of this Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the parts and provisions of this Order are severable.

This Order shall take effect on **Tuesday February 1, 2022**, at 12:01 AM and shall remain in effect until **Friday, February 4, 2022**, at 11:59 PM unless extended, rescinded or amended in writing by the Executive Director of TCHD. TCHD will monitor and evaluate COVID-19 data and community conditions on a daily basis while this Order is in effect.

DONE AND SIGNED, as the official Order of the Executive Director/Public Health Director of the Tri-County Health Department on this 28<sup>th</sup> day of January, 2022 at the authorization and direction of the TCHD Board of Health.

TRI-COUNTY HEALTH DEPARTMENT



By: John M. Douglas, Jr., M.D.  
Executive Director



Tri-County Health Department Board of Health

DATE FILED: June 10, 2022 9:10 PM  
FILING ID: 893C2D8C41406  
CASE NUMBER: 2022CA302

## RESOLUTION

### AUTHORIZING AND DIRECTING THE PUBLIC HEALTH DIRECTOR TO COMMENCE A CIVIL ACTION TO APPOINT A RECEIVER

WHEREAS, Tri-County Health Department (“TCHD”) is a district public health agency established by Adams, Arapahoe and Douglas Counties pursuant to C.R.S. 25-1-506, et seq., and is a political subdivision of the State of Colorado; and

WHEREAS, Douglas County has withdrawn from TCHD, and Adams and Arapahoe Counties have announced their withdrawal from TCHD to be effective on December 31, 2022; and

WHEREAS, as a direct result of the withdrawal of said Counties from TCHD, under Colorado law, TCHD will cease to exist at the close of business on December 31, 2022; and

WHEREAS, as a result of the cessation of the existence of TCHD on December 31, 2022, numerous and substantial winding down and dissolution issues will need to be resolved to properly and efficiently serve the ongoing public health needs of the residents and businesses of the TCHD area; and

WHEREAS, significant TCHD wind down and dissolution activities will continue to occur subsequent to December 31, 2022, including, but not limited to, collection of grant monies and fees, access and retention of medical records, sales of assets, payments to creditors, final payments to former employees, assignments and/or assumptions of existing office leases, and the orderly and equitable distribution of proceeds to legitimate creditors, and

WHEREAS, the public health statutes under which TCHD exists and operates do not have a mechanism governing the dissolution of a district public health agency and the winding down of its affairs, and in fact, the statutes are silent about such a situation; and

WHEREAS, it is the desire of the Board of Health of TCHD that a receiver, with the consent of Adams, Arapahoe and Douglas Counties, be appointed by the District Court of Arapahoe County, Colorado, to manage, protect, and preserve the assets and operations of TCHD, and to oversee the wind down and dissolution of TCHD, and the transition from a district public health

agency to three single-county public health agencies respectively, in Adams, Arapahoe and Douglas Counties.

NOW THEREFORE, BE IT RESOLVED, that the TCHD Board of Health hereby authorizes and directs John M. Douglas, Jr., M.D. as its public health director, to cause the filing of a civil action in the name of TCHD, by and through legal counsel, and with the consent of Adams, Arapahoe and Douglas Counties, as nominal defendants, to appoint a receiver under C.R.C.P. 66 to manage, protect, and preserve the assets and operations of TCHD, and to oversee the wind down and dissolution of TCHD, and the transition from a district public health agency to three single-county public health agencies respectively, in Adams, Arapahoe and Douglas Counties.

Adopted on this 9<sup>th</sup> day of June, 2022

  
\_\_\_\_\_

Kaia Gallagher, PhD, Co-Chair

  
\_\_\_\_\_

Julie Mullica, MPH, Co-Chair

<p>COLORADO COURT OF APPEALS, STATE OF COLORADO 2 East 14th Avenue Denver, CO 80203</p>	<p>DATE FILED: May 13, 2022 10:18 AM FILING ID: AA89CDA1F60BE CASE NUMBER: 2022CA302</p>
<p><b>Appellant:</b> Dale Knipp and Noah Seis</p> <p><b>v.</b></p> <p><b>Appellee:</b> Tri-County Health Department</p> <p><b>Interested Parties:</b> Adams 12 Five Star Schools, Adams County 14 School District, Adams-Arapahoe 28J School District, Bennett 29J School District, Brighton 27J School District, Byers 32J School District, Cherry Creek 5 School District, Deer Trail 26J School District, Englewood 1 School District, Keenesburg RE-3J School District, Littleton 6 School District, Mapleton 1 School District, Sheridan 2 School District, Strasburg 31J School District, Westminster 50 School District, Wiggins RE-50(J) School District</p>	
<p><b>Attorneys for Appellants:</b></p> <p>Shelley Thompson, #39999 BURNS, FIGA &amp; WILL, P.C. 6400 South Fiddler’s Green Cir., Suite 1000 Greenwood Village, CO 80111 Phone: (303) 796-2626 Email: sthompson@bflaw.com</p> <p>Suzanne M. Taheri, #23411 MAVEN LAW GROUP 1600 Broadway, Suite 1600 Denver, CO 80202 Phone Number: (303) 263-0844 Email: staheri@mavenlawgroup.com</p>	<p>Case Number: 22CA0302</p>
<p><b>OPENING BRIEF</b></p>	

## **CERTIFICATE OF COMPLIANCE**

I hereby certify that this brief complies with all requirements of C.A.R. 28 and C.A.R. 32, including all formatting requirements set forth in these rules. Specifically, the undersigned certifies that:

The brief complies with the applicable word limits set forth in C.A.R. 28(g) or C.A.R. 28.1(g) because it contains 9350 words (including footnotes).

The brief complies with the standard of review requirements set forth in C.A.R. 28(a)(7)(A) and (b).

For each issue raised by the appellant, the brief contains under a separate heading before the discussion of the issue, a concise statement: (1) of the applicable standard of appellate review with citation to authority; and (2) whether the issue was preserved, and, if preserved, the precise location in the record where the issue was raised and where the court ruled, not to an entire document.

The undersigned acknowledges that this brief may be stricken if it fails to comply with any of the requirements of C.A.R. 28 or 28.1 and C.A.R. 32.



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Shelley Thompson

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## **STATEMENT OF THE ISSUES**

1. Whether TCHD lacked constitutional authority to issue the public health order in August 2021 to compel masking all school children ages 2 and up in school settings.

2. Whether TCHD Executive Director and TCHD acted in excess of their statutory authority under C.R.S. §§ 25-1-506(2)(a), and 25-1-508(4)(a) and (5)(g).

3. Whether TCHD's public health orders were affected by error of law, including under C.R.S. §§ 25-1-506(2)(a), 25-1-508(4)(a) and (5)(g), and 24-6-402.

4. Whether TCHD's order was made or promulgated by unlawful procedure, including in violation of C.R.S. §§ 25-1-508(4)(a) and (5)(g), and 24-6-402.

5. Whether TCHD's actions were arbitrary and capricious.

6. Whether TCHD's mask order was not supported by substantial evidence.

7. Whether the district court erred in including and excluding certain materials from the record.

## **STATEMENT OF THE CASE**

### **A. NATURE OF THE CASE**

This case involves the unprecedented exercise of power, indefinitely, by a local executive-branch board of public health and health director. The power that Tri-County Health Department (“TCHD”) wielded over the physical and mental health of 200,000-300,000 children for approximately two years, without sufficient public health data and without statutory authority, is unconstitutional. The vital checks and balances provided by the state and federal constitutions forbid an executive entity like TCHD from writing laws, reserving that power for the legislature. While constitutionality is the essential issue here, Colorado’s public health statutes and other administrative and statutory safeguards provide additional bases under which the district court should have nullified TCHD’s public health orders. Appellants ask this Court to find TCHD’s school mask mandates for schools and childcare centers unconstitutional and illegal.

### **B. FACTS CONCERNING CHALLENGED PHOs OF 8/31/21**

#### **AND 12/29/21**

On July 8, 2021, Governor Polis rescinded Executive Order D2020-003, as amended and extended, which had declared a state of disaster emergency in Colorado due to the presence of Coronavirus Infectious Disease 2019 (COVID-

19). *Executive Order D 2021 122*. The Colorado Department of Public Health and Environment (“CDPHE”) did not require masks in Colorado, in schools or elsewhere. Nevertheless, TCHD continues to maintain even today that based on risks associated with COVID-19, it may continue to exercise virtually unlimited power over the residents of its counties. At issue in this case is its school mask mandate, issued August 31, 2021, and extended on December 27, 2021 and January 28, 2022. (CF, pp 15-19, 314-19). While the school mask mandate expired after the district court’s order in this case, TCHD maintains it still has the power to issue another one at any time, and in fact has stated it may do so.<sup>1</sup>

On August 18, 2021, TCHD issued a public health order (PHO) mandating face coverings for all children aged two through eleven during indoor school and childcare settings. (CF, pp 3-8). At that time, TCHD served Adams, Arapahoe, and Douglas counties. The PHO included a provision permitting a county to opt-out by

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<sup>1</sup> There are two exceptions to the mootness doctrine. First, a court may resolve an otherwise moot case when the issue involved is one that is capable of repetition, yet evading review. *Grossman v. Dean*, 80 P.3d 852, 960 (Colo. App. 2003). Here, the TCHD explicitly stated it may reinstate the school mask mandate at any moment. Second, a court may decide a moot case involving issues of great public importance or recurring constitutional violations. *Dempsey v. Romer*, 825 P.2d 44, 49 n.5 (Colo. 1992). Here, the matter is of great public importance given the separation of powers issue and the massive scale of power asserted by the TCHD. Multiple extensions of the school mask mandate by TCHD universally masking children two years after the pandemic began, create evident constitutional violations.

written resolution of the county’s governing body. (CF, p 7). Adams and Douglas counties opted out of that mandate. (CF, pp 9, 120).

Following these opt-outs, TCHD Executive Director John Douglas (“Douglas”) called a Special 8/30/21 Board of Health (“BOH”) meeting. A published agenda for the meeting included the topic, “Reconsideration of the School Mask Mandate.” (CF, p 372). The 8/30/21 meeting took place virtually rather than in person, with no public comment allowed.<sup>2</sup>

During the discussion of the 8/31/21 PHO, Douglas admitted during the 8/30/21 meeting:

- “None of the studies have addressed Delta in kids.” (00:17:58).
- “These are cases, these are not severe illnesses. These are rates of infection.” (00:18:50).
- “I think the major message here is that the biggest increases [in hospitalizations]...have been in the most vulnerable.” (“most vulnerable” referring to hospitalizations of the 75+ age group) (00:29:05).

Indeed, there was no public health data in Adams and Arapahoe County (including with respect to the Delta or Omicron variants) that would indicate there was any

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<sup>2</sup> 8/30/21 Zoom meeting found at:  
<https://www.tchd.org/DocumentCenter/View/9438/Zoom-Recording-of-the-August-30-2021-Board-of-Health-Meeting>. (CF, p 373).

public health benefit to TCHD's forced masking of healthy children and adults in schools.

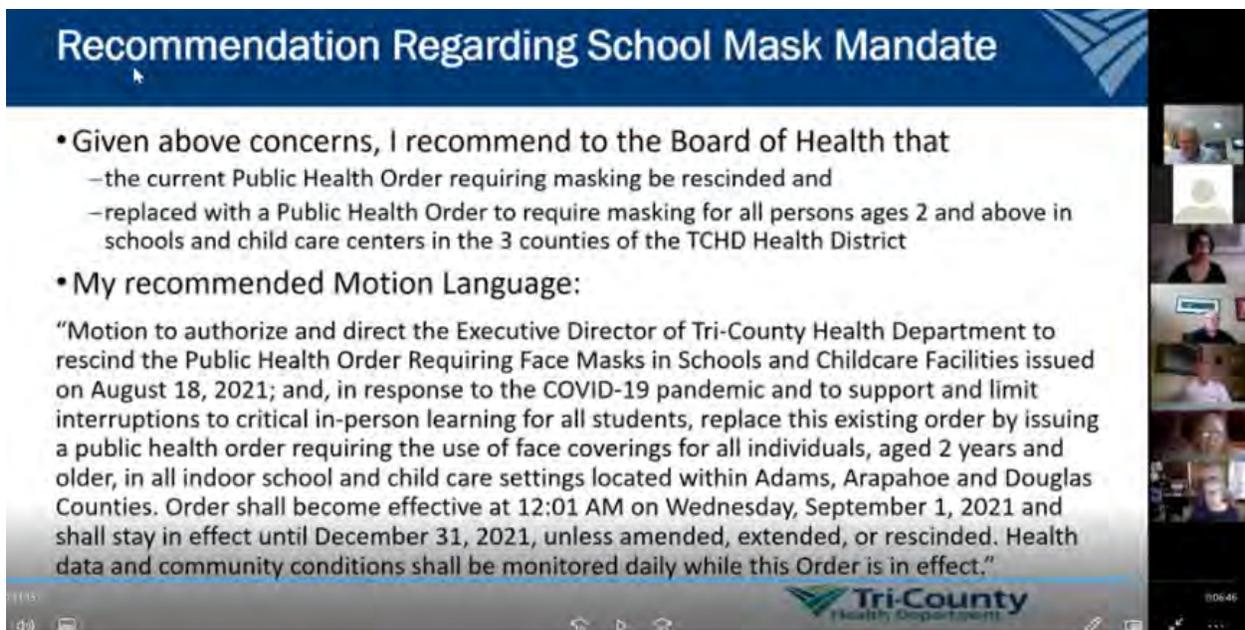
During discussion of the school mask mandate, TCHD board member Dr. Linda Fielding made accusations that certain board members' medical licenses had been threatened by TCHD for disagreeing with the school mask mandate:

I have information directly about one case...this is concerning board members who have been basically compromised because they have had complaints filed against...their professional licenses for the work that they have done on this committee [attempt to interrupt Dr. Fielding] and what that means is this is basically a compromised meeting; it is tainted by an atmosphere of coercion and at this point I would move that we basically cancel this meeting, and I know our attorneys are aware of at least one case, until we can resolve the status of those board members because...I don't think you can have a fair vote.

(0:56:20). Dr. Fielding's motion was interrupted, "pending a conversation with our lawyer." (0:57:44). TCHD attorney, Randy Dement, counsel for TCHD in this matter, then stated, "Dr. Fielding's concerns are something that I think should be discussed in 'executive session' because she's raising some legal questions including a statute concerning attempts to influence a public servant." (1:05:24).

Later, BOH President Ms. Kaia Gallagher stated, "I'm prepared to schedule an executive session to discuss this but unfortunately can't accommodate it tonight." (1:10:37). It is unknown to the public if the BOH ever reconvened for such executive session.

After public discussion of Dr. Fielding’s concerns about coercion in voting was preempted, Ms. Gallagher called for a vote on the motion to pass the school mask mandate described in the slide below. (1:21:15). The language of the motion was available on the screen during the entire board discussion before the vote, during the vote itself, during the discussion after the vote, and is also reflected in the official 8/30/21 meeting minutes. (CF, p 374). This is a screen shot of the exact language of the motion as voted on by the BOH on 8/30/21:



The motion passed by a vote of 5-3. (CF, p 375). The motion approved by the BOH stated that the 8/31/21 PHO was to expire “December 31, 2021, unless **amended, extended or rescinded.**” (Emphasis added.) (CF, p 375). Ms. Gallagher can be heard explaining that “we” can revise the order when needed,

with “we” clearly referring to the BOH. (1:25:40). There is no indication in the 8/30/21 recording and minutes (or elsewhere) that the BOH ever discussed or intended any transfer of such power to Douglas (nor can it by statute as explained below). (CF, pp 373-75).

Yet after the vote and after the meeting, outside public view and without authority, Douglas drafted the 8/31/21 PHO issued to the public, unilaterally adding material language to the expiration purportedly granting himself personal power to extend it, as well as significantly altering the mask exemption language. (CF, p 275-79). Specifically, whereas the BOH expressly voted for the 8/31/21 PHO to expire December 31, 2021, unless “amended, extended or rescinded,” the published version of the 8/31/21 PHO stated the order shall expire “December 31, 2021, unless extended, rescinded or amended **in writing by the Executive Director of TCHD.**” (Emphasis added.) (CF, p 279).

Furthermore, the previously voted-upon 8/18/21 PHO provided a mask exemption for “Individuals who cannot medically tolerate a Face Covering.” (CF, p 5). Yet, in the 8/31/21 PHO, this language was changed by Douglas without vote of the BOH to:

Individuals who cannot medically tolerate a Face Covering and who have submitted to the School or Child Care Setting a statement provided by a Colorado-licensed medical provider on the provider’s letterhead including the following: a. Medical provider’s printed

name, license number, address, phone number; b. Signature of the medical provider; c. Identification of the medical condition preventing the individual from wearing a mask and any recommended alternative to the mask.

(CF, p 277). This was a material policy change made with no public meeting or vote, resulting in restrictions on families seeking legitimate medical exemptions for their children, and effectively intimidating medical providers who would otherwise write exemptions. In fact, TCHD was collecting medical license numbers of doctors who wrote mask exemptions. (CF, p 17).

After the 8/30/21 meeting, Douglas or someone he directed also created and published an “FAQ” document to accompany the 8/31/21 PHO, which was not presented at a public meeting, was not discussed with the BOH in public, and was not voted upon, yet which contained additional material changes to the 8/31/21 PHO and which school districts followed as if law.<sup>3</sup> This document purported to establish additional exemptions and requirements related to the 8/31/21 PHO, including but not limited to a requirement that “...schools and childcares are responsible for establishing a process for accepting, evaluating, and implementing reasonable accommodations for medical exemptions.”

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<sup>3</sup> <https://www.tchd.org/DocumentCenter/View/9285/Masking-in-School-Public-Health-Order-FAQ?bidId=>

This FAQ language caused school districts to create approval and denial processes at the district level, even though the PHO required no such approval. For example, in Cherry Creek School District, special needs students with written medical mask exemptions based on severe disabilities were advised without explanation that the district had denied their medical exemptions and that they would be denied in-person education if they removed their masks. (CF, p 746).

It is important to note that TCHD's issuance of the school mask mandates caused all three of the counties originally in its jurisdiction to withdraw from its authority. On September 7, 2021, Douglas County officially withdrew from TCHD and formed the Douglas County Health Department. (CF, p 75). On October 19, 2021, Adams County announced its intent to withdraw from TCHD to form its own health department. (CF, pp 510, 513). On December 14, 2021, Arapahoe County announced its intent to withdraw from TCHD to form its own health department.<sup>4</sup>

Just before the December 31st expiration of the mandate, on December 29, 2021, Douglas again issued a new PHO — this time unilaterally and without

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<sup>4</sup> Wilson Beese, *Final Tri-County Health Member Approves Resolution to Leave*, 9News, Dec. 14, 2021, <https://www.9news.com/article/news/local/local-politics/arapahoe-county-vote-resolution-leave-tri-county-health-department/73-73d3227a-371c-4f39-a16d-d780829f0683>.

notice, public comment, or a public health board meeting. (CF, p 314-19). He unilaterally amended and extended the 8/31/21 PHO, effective 1/1/22 and expiring 1/31/22, again “unless extended, rescinded, or amended in writing by the Executive Director of TCHD.” (CF, p 319). The 12/29/21 PHO was issued for all students, including high school students, despite the fact that according to TCHD’s dashboard, Arapahoe County reported 74% of children ages 12-17 had by then been vaccinated.<sup>5</sup> (One previously stated purpose of the 8/31/21 PHO was to protect unvaccinated children). (CF, pp 16, 355)

Immediately after issuing the 12/29/21 PHO, TCHD notified school districts of the extension, via email, which included a non-public, explicit and written exemption to the PHO for indoor athletic events only, stating “the school/coach’s approach to mask wearing [at athletic events] should result in a large majority of students masked for the large majority of the time.” (CF, p 776). This email also stated in reference to athletics only, “As a reminder, TCHD does not expect perfect mask wearing.” (CF, p 776). This written athletics exemption is not included in the PHOs, and was never discussed by or voted on in public by the BOH. (CF, p 373-74). No such exemption was issued for students in classrooms, theater, music,

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<sup>5</sup> TCHD COVID-19 Pediatric Case Reporting, found at <https://data.tchd.org/covid19/PedsData/> (user must navigate the TCHD dashboard)

chess, or any other school clubs and activities. This written exemption issued directly to school districts by TCHD only for indoor athletic events was contrary to the language of the PHO, which was in fact considered “high-risk” by TCHD.<sup>6</sup>

It is unknown whether the BOH was aware of, or supported, or would have voted for, such an exemption for athletic events. Residents of Arapahoe and Adams Counties were unaware of it, as such communications sent by TCHD to

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<sup>6</sup> The 8/31/21 PHO defined “school settings” to mean “any indoor facility used for pre-kindergarten through 12th grade instruction of academic or extracurricular activities...School Setting includes all buildings where school-based or sponsored activities are performed, even if such activities are not performed on school property...” (CF, p 17). The same definition was used in the 12/29/21 PHO. (CF, p 316-17). TCHD intentionally and explicitly exempted only select sports in the 8/31/21 PHO and 12/29/21 PHOs, including swimming, gymnastic, cheer, tumbling and wrestling, and even for those sports the exemption was only for individuals “engaged in” the activity (meaning, student-athletes actively doing the sport). (CF, pp 18, 317). All other indoor athletics, including basketball, volleyball and ice hockey, were expressly included in the PHO and during such events all individuals were required to be masked at all times. Further, in its FAQ issued with the 8/31/21 PHO, TCHD included this question and answer: “Can students remove their mask during physical activity? *No. Except for the limited exceptions outlined above, engaging in physical activity, including extracurricular athletics, does not trigger an exemption or exception to the requirements of this Order.... If physical activity is occurring indoors, all individuals must be masked.*” In other words, there was no doubt that TCHD intended for indoor athletics, with limited exceptions as noted above, to be included in the PHO, and that was the mandate voted upon and issued as an order; yet TCHD then provided both verbal and written exemptions to school districts for athletic events while children engaged in academic studies behind their desks had to comply with the mandate or be removed from school.

school superintendents were not made available to the public. (CF, p 776 (obtained through CORA)).

While TCHD has maintained it has unlimited power in issuing PHOs like indefinite school mask mandates, in issuing the 8/31/21 PHO and its extensions 12/29/21 and 1/28/22, it did not consider public health harms to children, which occurred and were caused by extended periods of forced masking, including:

- decreased oxygen and increased CO2 during prolonged periods of mask-wearing, affecting development of young bodies, and causing fatigue and exhaustion;<sup>7</sup>
- increased pediatric tooth decay and dental problems caused by lengthy periods of masking;<sup>8</sup>
- increased risk of infection and increased germ density beneath the mask;<sup>9</sup>
- increased skin rashes;<sup>10</sup>
- negative mental health effects, including anxiety and depression, due to masking;<sup>11</sup>

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<sup>7</sup> George R. Thompson, Ph.D., “Dangerous Effects of Everyday COVID Mask Use” (2021) (“Thompson Report”), at 2-3.

<sup>8</sup> See, e.g., <https://www.nbcwashington.com/news/coronavirus/avoid-mask-mouth-4-ways-to-reduce-oral-health-problems-during-pandemic/2802205/>

<sup>9</sup> Thompson Report, at 1.

<sup>10</sup> *Id.* at 1.

<sup>11</sup> *Id.* at 1, 4.

- reduced learning opportunities, in turn resulting in adverse academic outcomes (including younger students’ learning and social difficulties without being able to see their teachers’ faces and observe facial cues);<sup>12</sup>
- severe reactions and loss of learning for certain special needs children;<sup>13</sup> and
- possible increased risk of lung disease caused by breathing through polymers for an extended period.<sup>14</sup>

TCHD simply asserting that harms to children by prolonged masking do not exist was negligent; they exist and affected Appellants and thousands of other children, especially after almost two years of mask wearing for children. In fact, harms to children by masking are acknowledged by a wide body of domestic and international pediatricians, as well as international health organizations such as

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<sup>12</sup> *Id.* at 4.

<sup>13</sup> *See, e.g.*, <https://www.wsj.com/amp/articles/masks-children-parenting-schools-mandates-covid-19-coronavirus-pandemic-biden-administration-cdc-11628432716>

<sup>14</sup> The materials used to make commonly available disposable and cloth masks include polypropylene and polyethylene (polymer) fibers, which have been demonstrated to contribute to adverse respiratory effects. Considering the recent onset of the COVID-19 pandemic within the last two years, while no studies have been completed that specifically evaluate the adverse effects of children breathing through masks containing polypropylene and polyethylene fibers for long periods, related studies have indicated that workers in facilities that manufacture those polymer fibers have a significantly higher incidence of “pulmonary functional impairment of a restrictive type and with reduced diffusing capacity” and lung disease. *See e.g.*, S. Atis, B. Tutluoglu, et al., *The respiratory effects of occupational polypropylene flock exposure*, *European Respiratory Journal*, 25: 110-117 (2005), available at <https://erj.ersjournals.com/content/25/1/110>.

World Health Organization (“WHO”) and the European CDC.<sup>15</sup> Further, most European countries expressly recommended against masking children in school or any other setting, yet TCHD refused to even investigate health harms to children of its forced masking.

As for the harms to early elementary children’s reading instruction and speech skills, at a public meeting on October 8, 2021, Alicia Carroll, a speech pathologist, offered the following comments at a public meeting: “I have seen the clear impact on children’s articulation, language, and social skills” because of mask wearing. Additionally, “I have seen first-hand the impact and the lack of progress on children’s articulation skills because of masks.” Ms. Carroll further stated that children “have not been able to see the proper formation of sounds and words because of the muffling from the masks. They struggle to hear the correct

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<sup>15</sup> Elementary-school children are not recommended to wear a mask in school. <https://www.ecdc.europa.eu/en/covid-19/questions-answers/questions-answers-school-transmission>; *see also* [https://www.who.int/publications/i/item/WHO-2019-nCoV-IPC\\_Masks-Children-2020.1](https://www.who.int/publications/i/item/WHO-2019-nCoV-IPC_Masks-Children-2020.1) (“no children should be denied access to education because of mask wearing”); *see also* [https://www.who.int/publications/i/item/WHO-2019-nCoV-IPC\\_Masks-Children-2020.1](https://www.who.int/publications/i/item/WHO-2019-nCoV-IPC_Masks-Children-2020.1) (“[C]hildren may miss learning opportunities because of the degraded speech signal stemming from mask wearing, the elimination of lipreading and speaker expressions and physical distancing... The benefits of wearing masks in children for COVID-19 control should be weighed against potential harm associated with wearing masks, including feasibility and discomfort, as well as social and communication concerns.”).

production of sounds and words,” which impacts their ability to understand and to be understood by their peers and teachers. As a result of mask-wearing, children “cannot see how we form sounds . . . it’s a struggle for them, and the lack of progress has been significant these last two years because of that.” Moreover, “our young kids especially are at such a crucial time of learning letters, sounds, language, reading, social skills, and masks clearly have a negative impact on that development.”<sup>16</sup> In other words, early elementary students missed out on learning to read for nearly two years, causing some young children to proceed in early grades having not yet learned to read, setting them detrimentally behind.

Additionally, in a study of 25,930 children, multiple other negative impacts related to long periods of mask-wearing were reported, including headache (53% of respondents), difficulty concentrating (50% of respondents), joylessness (49% of respondents), learning difficulties (38% of respondents), fatigue (37% of respondents), new onset anxiety (25% of respondents), and nightmares (25% of respondents).<sup>17</sup> Appellants’ children, like many children, experienced provable physical and mental health harms associated with forced masking.

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<sup>16</sup> Public Comments of Alicia Carroll, Douglas County Public Health Meeting (October 8, 2021) [https://douglascounty.granicus.com/MediaPlayer.php?view\\_id=5&clip\\_id=730](https://douglascounty.granicus.com/MediaPlayer.php?view_id=5&clip_id=730), at 1:05:47.

<sup>17</sup> *Thompson Report*, at p. 4.

TCHD continues to insist it has the ongoing legal authority, indefinitely, to issue, enforce and extend school mask mandates, despite all of the above facts.

### **C. ORDER PRESENTED FOR REVIEW**

Appellant asks this Court to reverse the Order of the District Court dated January 28, 2022. (CF, pp 818-40).

### **SUMMARY OF THE ARGUMENTS**

Section 25-1-515 provides that a court may reverse the decision of a public health board if the substantial rights of the appellant have been prejudiced as a result of the decision being: (a) contrary to constitutional rights or privileges; (b) in excess of the statutory authority or jurisdiction of the county or district board or public health director; (c) affected by any error of law; (d) made or promulgated upon unlawful procedure; (e) unsupported by substantial evidence in view of the entire record as submitted; or (f) arbitrary or capricious. C.R.S. § 25-1-515(1). TCHD's PHOs violate each of these five subsections.

The first subsection—contrary to constitutional rights or privileges—is the most significant and the argument is detailed in Section I, *infra*. The legislature is the sole branch vested with the power to enact laws. TCHD is an executive-branch agency that has power only to administer and enforce laws. TCHD's order mandating masking in schools violates the constitutional separation of powers.

The remaining four subsections are discussed in argument Section II, *infra*. In sum, a Colorado health board does not have power to mask school children for a prolonged period. A Colorado health board also does not have power to delegate its powers to a health director. The director has no constitutional or statutory authority to unilaterally change the PHO language. TCHD also violated Colorado's Open Meeting Laws by failing to comply with the statute's executive session, notice, and public participation requirements.

Appellants were prejudiced by TCHD's orders because they were unconstitutional, in excess of statutory authority, affected by error of law, made upon unlawful procedure, unsupported by substantial evidence, and arbitrary and capricious.

Additionally, judicial review of an agency action requires consideration of a complete record. The district court here excluded evidence that included how and why its decisions were made and how the PHOs were enforced. This was error.

## **ARGUMENTS**

### **I. The district court erred in finding TCHD had constitutional authority to compel masking all school children ages 2 and up in school settings.**

#### **A. Standard of Review**

Review of the non-delegation doctrine presents a question of law reviewed *de novo*. *Amica Life Ins. Co. v. Wertz*, 2020 CO 29, ¶ 16, 462 P.3d 51, 54.

## B. Preservation

This issue is preserved. It was raised in the petition for review and addressed in the court's order. (CF, pp 247-49, 826-29).

## C. The PHOs Violate Separation of Powers and Non-Delegation Doctrines

TCHD's 8/31/21 PHO, and its extension on 12/29/21, violate the constitutionally required separation of powers. The powers of the government of Colorado and of the United States are divided into three distinct branches – legislative, executive and judicial. Colorado's Constitution states "no person or collection of persons charged with the exercise of powers properly belonging to one of these [branches] shall exercise any power properly belonging to either of the others." Colo. Const. Art. III.

Article V, Section 1 of the Colorado Constitution vests solely in the legislature and the people the power to write laws:

The legislative power of the state shall be vested in the general assembly consisting of a senate and house of representatives, both to be elected by the people, but the people reserve to themselves the power to propose laws and amendments to the constitution and to enact or reject the same at the polls independent of the general assembly and also reserve power at their own option to approve or reject at the polls any act or item, section, or part of any act of the general assembly.

The legislature may not delegate its legislative power to another agency or person (like an executive branch public health agency, or the executive director thereof), absent certain requirements. *Wertz*, ¶ 18, 462 P.3d at 54. The non-delegation doctrine derives from constitutional separation of powers. *Id.* at ¶ 19, 462 P.3d at 54.

The legislature can delegate certain kinds of authority to an administrative agency, specifically the power to execute on a law. *Id.* However, the only time a legislature may delegate power to an administrative agency is when there are “sufficient statutory and administrative standards and safeguards” (like Colorado’s Open Meeting Laws or legislative review of agency rule processes, discussed below), that “protect against unnecessary and uncontrolled exercise of discretionary power” by the agency. *Id.* (quoting *Cottrell v. City and County of Denver*, 636 P.2d 703, 709 (Colo. 1981)). Absent such standards, the delegation will be deemed to violate the constitutionally required separation of powers. *Id.* at ¶ 20, 462 P.3d at 54.

In Colorado, certain public health responsibilities have been delegated by the legislature to executive-branch public health agencies. That delegation of powers is principally limited to administering and enforcing existing laws. C.R.S. § 25-1-506(2)(a)(IV) (emphasis added).

The duties of a public health board, in relevant part, include:

- (IV) To the extent authorized by the provisions of this title or article 20 of title 30, C.R.S., *to administer and enforce the laws* pertaining to:
  - (A) Public health, air pollution, solid and hazardous waste, and water quality;
  - (B) Vital statistics; and
  - (C) The orders, rules, and standards of the state board and any other type 1 agency created pursuant to the provisions of this title;
- (V) To investigate and control the causes of epidemic or communicable diseases and conditions affecting public health;
- (VI) To establish, maintain, and enforce isolation and quarantine, and in pursuance thereof, and for this purpose only, to exercise physical control over property and over the persons of the people within the jurisdiction of the agency as the agency may find necessary for the protection of the public health;
- (VII) To close schools and public places and to prohibit gatherings of people when necessary to protect public health;
- (VIII) To investigate and abate nuisances when necessary in order to eliminate sources of epidemic or communicable diseases and conditions affecting public health.

§ 25-1-506(2)(a)(IV)-(VIII) (emphasis added).

This limited list does not include the power to force ongoing masking of healthy children in schools and childcare centers. Nor does the list include the power to delegate its powers to its director alone. If the legislature intended such

measures, it would have specifically said so. *See Nieto v. Clark's Mkt., Inc.*, 2021 CO 48, ¶ 12, 488 P.3d 1140, 1143 (courts may not add words to a statute). Courts must adhere to that plain statutory language, which does not empower TCHD to mask school children indefinitely. *See In re Marriage of Zander*, 2021 CO 12, ¶ 21, 480 P.3d 676, 681 (“We will not judicially legislate by reading a statute to accomplish something the plain language does not suggest, warrant or mandate.” (quoting *Scoggins v. Unigard Ins. Co.*, 869 P.2d 202, 205 (Colo. 1994))).

TCHD asserts that it has power under subsection (V): “To investigate and control the causes of epidemic or communicable diseases and conditions affecting public health.” The word “control” in this phrase cannot be read without “investigate” the “causes.” Under the plain language, control measures can only be used on actual *causes* of the epidemic. There was no data whatsoever to suggest the epidemic was *caused* by maskless school children. On the contrary, TCHD’s own data and the State of Colorado’s data confirmed schools were not major transmission points of the disease. The use of the word “investigate” means that TCHD must *identify* any cause before placing control measures (“investigate and control the causes”). Thus, the cause must be known through investigation prior to any “control” measure. Here, TCHD placed control measures by means of mere speculation, not data. If TCHD’s mandate is permitted under this section, TCHD

could force lockdowns and close schools during every winter's cold season, simply because all colds are "communicable diseases" under the statute and with mere speculation that such measures "control" them.

Despite wide-spread fears related to risks and deaths associated with COVID-19, the separation of powers can never be ignored. Recent case law supports this position. The United States Supreme Court ruled that an executive-branch agency, possessing only the power granted to it by the legislature, exceeded its power with a COVID-19 related mandate. *See Nat'l Fed'n of Indep. Bus. v. Department of Labor, Occupational Safety and Health Admin.*, 142 S. Ct. 661, 665 (2022) (mandate requiring employees to prove vaccination status or submit to weekly COVID-19 testing exceeded OSHA's powers to set workplace safety standards).

Similarly, another federal court held that the Centers for Disease Control ("CDC") did not have the statutory authority to impose a mask mandate across national means of transportation. *Health Freedom Def. Fund, Inc. v. Biden*, 2022 WL 1134138 (M.D. Fla. Apr. 18, 2022). That Court reasoned the power was (like here) not specifically enumerated in the plain language of the statute, *id.* at \*4, and that it could not be interpreted to permit mandating travelers on every form of commercialized travel wear masks under threat of criminal and civil penalties, *id.* at

\*11. That Court also found the agency had improperly denied the public the chance to review and comment on the rule (like here), *id.* at \*12, finding “the public has a heightened interest in participating in a regulation that would constrain their choices and actions via threats of civil and criminal penalties,” *id.* at \*15. Importantly, like here, the agency rule in that case was found to be “arbitrary and capricious” because:

The Mandate does not address alternative (or supplementary) requirements to masking, such as testing, temperature checks, or occupancy limits...It also does not explain why all masks—homemade and medical-grade—are sufficient. Nor does it require “social distancing [or] frequent handwashing,” despite finding these effective strategies for reducing COVID-19 transmission.... For example, the Mandate relies on studies explaining that “universal masking” reduces transmission of COVID-19 at the community level. But the Mandate does not require universal masking. It exempts individuals who are “eating, drinking, or taking medication” and a person who is “experiencing difficulty breathing” or who is “feeling winded”.... The Mandate makes no effort to explain why its purposes—prevention of transmission and serious illness—allow for such exceptions....The CDC does not “articulate a satisfactory explanation”—or any explanation at all—“for its action” and fails to include a “rational connection between the facts found and the choices made.”...Instead, it simply announces the exceptions.

*Health Freedom Def. Fund, Inc. v. Biden*, 2022 WL 1134138, at \*19 (internal citations omitted). That Court concluded that because “our system does not permit agencies to act unlawfully even in pursuit of desirable ends,” the mask mandate was unlawful and vacated. *Id.* at \*22.

In another recent case precisely on point here, *Corman v. Acting Sec’y of Pa. Dep’t of Health*, 266 A.3d 452, 486-87 (Pa. 2021), the Pennsylvania Supreme Court held that a school mask mandate exceeded the powers granted to the state public health agency. When faced with an almost-identical question, that court concluded it must carefully adhere to the statute granting the public health agency its powers:

Nor do we question the efficacy of masking as a means by which to curb the incidence and spread of aerosolized communicable diseases like COVID-19. But it is not our prerogative to substitute our views for those of the policy-making branches of our Commonwealth’s government, especially on an issue as fraught with uncertainty as how best to respond to an evolving public health emergency. We leave that solemn duty to the people’s elected representatives and their lawful designees. Our role in this case is limited to deciding whether it was within the Acting Secretary of Health’s authority under existing laws and regulations to issue a statewide school mask mandate. Respectfully, we conclude that it was not.

*Id.* at 487.

And most recently, the New York Supreme Court struck down a “rule” mandating masks in school,<sup>18</sup> promulgated by an administrative official of an executive-branch agency, the health department. *Demetriou v. New York State Dep’t of Health*, 162 N.Y.S.3d 673 (N.Y. Sup. Ct. 2022). That court explained,

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<sup>18</sup> The Rule was promulgated by the Commissioner of Health for the State of New York, Mary T. Bassett, M.D., 10 NYCRR §§ 2.60; 2.60(a).

“where the line of authority begins and ends lies at the core of our constitutionally established form of representative government.” *Id.* at 676. While recognizing the “good intentions” behind the rule, the court stressed that the health department exceeded its permissible power:

The Court cannot find any law enacted by the State Legislature that specifically gives the Department of Health and its Commissioner the authority to enact a law. Further, the Court can find no law to which the respondents point that would serve as the “host law” for and from which 10 NYCRR §§ 2.60; 2.60(a) is enacted and intended to supplement.... Surely the Commissioner has the authority to implement and apply rules concerning public health. However, nowhere in the Public Health Law is the Commissioner bestowed with the authority to make a law.”

*Id.* at 677. The court continued, “Suffice it to state that there are too many examples of instances to mention wherein tolerating laws cloaked as agency rules that are not related to laws passed by the State Legislature would result in the demise of that co-equal branch of government.” *Id.* The court provided examples of the resulting “chaos” and explained:

To allow such agency law making would result in laws being changed at the whim of every new Commissioner who could then be said to be beholden to their appointor but also it would surely result in a lack of representative government wherein only a select few appointees of the Governor make the laws. This is the very antithesis of constitutionally established representative government[.]

*Id.* at 678. The court also found the health department’s research insufficient and “entirely conclusory” to support an emergency adoption:

As research is continuing daily, it is difficult to comprehend how the mere inclusion of “peer reviewed research” could not be used as a launching pad to continuously adopt the same rule every time the current rule expires ad infinitum.

*Id.* The Court ultimately struck down the school mask mandate:

“There can be no doubt that every person in this State wishes, wants, and prays that this era of COVID ends soon and they will surely do their part to see that is accomplished. However, enacting any laws to this end is entrusted solely to the State Legislature.... While the intentions of Commissioner Bassett and Governor Hochul appear to be well aimed squarely at doing what they believe is right to protect the citizens of New York State, they must take their case to the State Legislature. Should the State Legislature, representative of and voted into office by the citizens of New York, after publicly informed debate, decide to enact laws requiring face coverings in schools and other public places then the Commissioner would likely be well grounded in properly promulgated and enacted rules to supplement such laws.”

*Id.* at 679. All of the above case law on separation of powers supports Appellants’ position here that TCHD’s school mask mandate must be declared unconstitutional.

D. The PHOs Violated the Power of the Legislature to Declare an Act a Crime

Only the General Assembly may declare an act to be a crime and that power may not be delegated to persons not elected by nor responsible to the people.

*Casey v. People*, 139 Colo. 89, 336 P.2d 308 (1959) (applied to TCHD health orders); *see Wertz*, ¶ 22, 462 P.3d at 54. The PHOs violate that doctrine because

they created criminal penalties for mask violations in schools and failure to supervise mask compliance in schools.

The 8/30/21 PHO as well as Douglas' FAQs both reference criminal penalties for non-enforcement in schools, which were in turn circulated by school districts to school administrators. (CF, p 747). Douglas also sent correspondence to school districts on enforcement of the PHO and hosted School Webinars outlining for school districts strict enforcement of the PHO. (CF, p 749).<sup>19</sup> School districts then established mask compliance policies for school administrators stating children could be suspended for mask non-compliance. (CF, pp 750-52).

Many teachers, in turn, felt pressured, with threat of their jobs or criminal penalties, to administer discipline in classrooms to otherwise exemplary students for mask noncompliance, i.e., wearing masks below the nose or wearing masks made of material that was not "sufficient." (CF, p 754). One school employee asked TCHD for an exemption for students performing in the school play, so they

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<sup>19</sup> School webinars and presentations on enforcement of the school mask mandates, 8/4/21 and 9/15/21, found at, <https://www.tchd.org/DocumentCenter/View/9551/Webinar-for-School-Leaders-09-15-2021>;  
[https://us06web.zoom.us/rec/play/BGM1dx92ilJzh\\_L756jvGzG4QE2elldMT\\_CzVyYjTRDHILigbYjIn46p2\\_HrNfAX-U-HLwGEtCixcKgi.YJ2avubA-9oUCCwd?startTime=1631739391000&\\_x\\_zm\\_rtaid=sWzVjClhSGOT3Aa-Tiv0IA.1642715615429.a471c46a6f1c7c0727aff872c1ff964f&\\_x\\_zm\\_rhtaid=572](https://us06web.zoom.us/rec/play/BGM1dx92ilJzh_L756jvGzG4QE2elldMT_CzVyYjTRDHILigbYjIn46p2_HrNfAX-U-HLwGEtCixcKgi.YJ2avubA-9oUCCwd?startTime=1631739391000&_x_zm_rtaid=sWzVjClhSGOT3Aa-Tiv0IA.1642715615429.a471c46a6f1c7c0727aff872c1ff964f&_x_zm_rhtaid=572);  
<https://www.tchd.org/DocumentCenter/View/9246/Schools-Webinar-08-04-2021>.

could perform and deliver their lines without masks, while simultaneously notifying TCHD that students playing after-school sports were unmasked; TCHD declined the exemption, instead warning of yet a new possible use of its unauthorized power to force vaccination and testing in exchange for masks. (CF, p 755). In sum, over 200,000 students in Arapahoe and Adams counties forcibly complied with the 8/31/21 PHO, as extended on 12/29/21, during all of their school days, while at their desks in their academic classrooms, gym classes, choir classes, speech classes, clubs, activities, hallways, cafeterias, libraries and auditoriums, and were masked or out of school for nearly two school years of their childhoods.

The district court determined that because the general assembly enacted a statute making violation of a public health law a misdemeanor, *see* C.R.S. section 25-1-516(1)(a), no constitutional violation occurred here. (CF, p 850).

In *People v. Lepik*, 629 P.2d 1080, 1082 (1981), the statute at issue prohibited the introduction of “contraband” into a jail. The statute “effectively delegated to the administrative head of the detention facility the authority to define the term ‘contraband.’” *Wertz*, ¶ 22, 462 P.3d at 54. Because of this unbridled discretion, the supreme court held that the statute violated the basic principle of law that only the legislature may declare an act a crime. *Id.*; *Lepik*, 629 P.2d at 1082.

Similarly here, it was only through TCHD's PHOs that the failure to properly wear a face covering in a school became a crime, and that the failure to supervise the use of face coverings in school was perceived to be a crime by teachers and districts. These would not be perceived crimes without TCHD's PHOs, and therefore are prohibited by the non-delegation doctrine.

Importantly, TCHD's actions are not subject to legislative review like other agency actions in Colorado under C.R.S. section 24-4-103(8)(d) (Colorado's State Administrative Procedures Act provides for new and amended rules of state agencies to be submitted for legislative review to determine whether they are within the agency's rulemaking authority). That means if TCHD has authority to act as it asserts it does here, and if this Court does not check and balance its powers, then there are literally no limits to its powers. This is precisely what the separation of powers was designed to avoid. For these reasons, TCHD's PHOs are unconstitutional.

## **II. The district court erred in upholding the PHOs because**

### **TCHD violated Public Health Law C.R.S. § 25-1-515.**

#### **A. Standard of Review**

Any person affected by the decision of a county or district BOH is entitled to judicial review. § 25-1-515(1). The questions presented involve matters of law

reviewed *de novo*. See *C Bar H, Inc. v. Bd. of Health ex rel. Jefferson Cty.*, 56 P.3d 1189, 1192 (Colo. App. 2002).

#### B. Preservation

This issue is preserved. It was raised in the petition for review and addressed in the court's order. (CF, pp 247, 827-39).

#### C. Section 25-1-515

Section 25-1-515 provides that a court may reverse the decision of a public health board if the substantial rights of the appellant have been prejudiced as a result of the decision being:

- (a) Contrary to constitutional rights or privileges;
- (b) In excess of the statutory authority or jurisdiction of the county or district board or public health director;
- (c) Affected by any error of law;
- (d) Made or promulgated upon unlawful procedure;
- (e) Unsupported by substantial evidence in view of the entire record as submitted; or
- (f) Arbitrary or capricious.

§ 25-1-515(1). As will be discussed next, TCHD's PHOs violate each of these subsections.

(a) Contrary to Constitutional Rights or Privileges

As discussed in Section I, the PHOs violate the separation of powers and non-delegation doctrines.

(b) In Excess of the Statutory Authority or Jurisdiction of the County or District Board or Public Health Director

Section 25-1-506(2)(a) allows for the enforcement of existing laws, but does not allow a BOH to mandate masks for school children for a prolonged period.

TCHD never investigated or found maskless children in schools to be the “cause” of the pandemic; therefore, TCHD has no statutory power to enact school mask mandates.

Furthermore, Douglas had no authority to unilaterally change the language that had been voted upon by the BOH, and to grant himself the power to extend a PHO. Section 25-1-508(5)(g) states the “health board” (in this case, the TCHD BOH) has the authority to “issue orders and to adopt rules...” *not* the health director alone. A BOH in Colorado does not have the power to delegate its powers to a health director. Further, section 25-1-508(4)(a) explicitly states that the health director (in this case, Douglas) “shall not be a member of the [health] board.” It is only the BOH who can issue the orders that Douglas issued unilaterally. In sum, Douglas did not have the authority to modify the voted-upon language by himself,

nor did he have the power to unilaterally issue an amended order by extending the 8/31/21 PHO beyond December 31, 2021.

(c) Affected by an Error of Law

First, as stated above, the PHOs were affected by error of law under C.R.S. § 25-1-515, because a public health board has no power to mandate the masking of school children for a prolonged period, under the statute that grants it powers, § 25-1-506.

Second, the PHOs violated Colorado’s Open Meeting Laws. Colorado’s Open Meeting Laws, first initiated by the people of Colorado in 1972, apply to Colorado’s governing bodies and agencies (like local health departments) and declare it “to be a matter of statewide concern and the policy of this state that the formation of public policy is public business and may not be conducted in secret.” C.R.S. § 24-6-401.

The Colorado Supreme Court interprets the Open Meeting Laws “broadly ‘to further the legislative intent that citizens be given a greater opportunity to become fully informed on issues of public importance so that meaningful participation in the decision-making process may be achieved.’” *Bd. of Cty. Comm’rs v. Costilla Cty. Conservancy Dist.*, 88 P.3d 1188, 1193 (Colo. 2004) (quoting *Cole v. State*, 673 P.2d 345, 347 (Colo. 1983)). “A formal action taken at

a meeting that does not comport with the Open Meetings Law is ‘null and void.’”

*Colo. Med. Bd. v. Boland*, 2018 COA 39, ¶ 24, 488 P.3d 5, 8, *aff’d*, 2019 CO 94, ¶ 24, 451 P.3d 848. The Open Meeting Laws require:

- Wherever three or more persons are discussing policy-making responsibilities or discussing public business *or* where a “formal action” may be taken (i.e., public health orders), any meeting must be open and available to the public. C.R.S. § 24-6-402(2).
- Where meetings are held virtually, the public must have access to attend them virtually. C.R.S. § 32-1-903(2)(b). Members may not text and email each other about public business, or even during a meeting, because such communications would not be open to the public (without a CORA request). § 24-6-402(2)(d)(III).
- “Full and timely” notice, with an agenda, is required before meetings at which the adoption of any proposed policy, position, resolution, rule, regulation or formal action occurs, so that the public can know what issues will be decided and participate. § 24-6-402(2)(c)(I).
- The only exception to the rules on open and public meetings is that members may break to conduct an “executive session,” which may only occur after the “particular matter” to be discussed is announced to the public with as

much specificity as possible, and a required reference to the particular statute that permits the topic of executive session, as well as a two-thirds vote takes place approving the executive session. § 24-6-402(4).

As described above, when Dr. Fielding moved to adjourn the 8/30/21 meeting, alleging improprieties in the form of threats against the medical licenses for members who disagreed with the mandates, instead of permitting a public discussion of her allegation, she was interrupted with a decision to go to a private “executive session.” A reason for an executive session, however, must be made with specific reference to the section of the statute below that authorizes such executive session, and the executive session must be supported by a two-thirds vote. § 24-6-402(4). Appellate courts require strict compliance with the statutory requirements for convening an executive session. *See Guy v. Whitsitt*, 2020 COA 93, ¶ 27, 469 P.3d 546, 553 (citation to statutory provision authorizing executive session was insufficient to comply with specificity requirement); *Gumina v. City of Sterling*, 119 P.3d 527, 530 (Colo. App. 2004) (failure to strictly comply with requirements for convening an executive session meant sessions were subject to public disclosure).

The purported reason TCHD attorney Mr. Dement provided at the time for ceasing public discussion of Dr. Fielding’s accusations that dissenting board

members' medical licenses had been threatened, was that she had raised "a statute concerning attempts to influence a public servant." (Zoom meeting, *supra* note 2, 1:05:24). That reason, however, is outside the statutorily allowed reasons for an executive session, which include only:

- (I) The purchase of property for public purposes, or the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest.
- (II) Conferences with an attorney representing the state public body concerning disputes involving the public body that are the subject of pending or imminent court action, concerning specific claims or grievances, or for purposes of receiving legal advice on specific legal questions.
- (III) Matters required to be kept confidential by federal law or rules, state statutes, or in accordance with the requirements of any joint rule of the senate and house of representatives pertaining to lobbying practices or workplace harassment or workplace expectations policies.
- (IV) Specialized details of security arrangements or investigations, including defenses against terrorism, both domestic and foreign, and including where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law.
- (V) Determining positions relative to matters that may be subject to negotiations with employees or employee organizations; developing strategy for and receiving reports on the progress of such negotiations; and instructing negotiators.

- (VI) [Certain matters with respect to the board of regents of the university of Colorado and the board of directors of the university of Colorado hospital authority.]
- (VII) [Certain matters with respect to nonprofit corporations incorporated pursuant to section 23-5-121(2), C.R.S.]
- (VIII)[Certain matters with respect to the governing board of a state institution of higher education.]

§ 24-6-402(3)(a).

There is no executive session permitted for discussion about “attempts to influence a public servant.” On the contrary, that is a topic required to be publicly discussed. Nevertheless, despite Dr. Fielding’s motion to adjourn, TCHD instead proceeded to call a vote, which passed 5-3 in favor of the 8/31/21 PHO.

As stated above, Douglas then unilaterally and in secret added language that had not been discussed or approved at the 8/30/21 meeting, granting himself the power to amend and extend the PHO alone. That power was null and void because it had not been discussed or voted on by the BOH in a public meeting, § 24-6-402, and because the health director has no power under section 25-1-508 to issue public health orders. Furthermore, there was no public meeting, no notice, no published agent, and no public comment for Douglas’ illegal and unilaterally established 12/29/21 PHO, extending the 8/31/21 PHO. As stated above, section 24-6-402 requires public matters be noticed to the public with an agenda in

advance, with public participation permitted. On these bases alone, each of the PHOs should be voided.

(d) Made or Promulgated Upon Unlawful Procedure

The PHOs were promulgated upon unlawful procedure because they violated Colorado's Open Meeting Laws.

(e) Unsupported by Substantial Evidence  
in View of the Entire Record as Submitted

Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion, and the evidence must be enough to justify a refusal to direct a verdict if the trial were to a jury. *See City of Colorado Springs v. Givan*, 897 P.2d 753, 756 (Colo. 1995). Because there was no testimony in the district court, this Court is in the same position as the district court to review the evidence. *Id.*

The PHOs were unsupported by substantial evidence in view of the entire record as submitted because TCHD's own public health data indicated children ages 2-18 are the least likely population to be harmed, hospitalized, or killed by COVID-19, and that schools were not major transmission points that led to community increase in hospitalizations or deaths caused by COVID-19. For

example, at the September 9, 2021, meeting of TCHD,<sup>20</sup> Douglas made another presentation and stated:

- “We really don’t yet see any evidence that the proportion of cases who are getting quite sick, hospitalized and even dying has gone up...” (1:21:20).
- “Honestly, again, many of these kids aren’t getting that sick...” (1:25:36).
- “...let’s be honest, those numbers [pediatric hospitalizations] are really tiny if you look at the larger spectrum. So I think right now we can say that hospitalizations are not the main driver of concern for pediatrics, it’s absolute number of cases and the rare kid that could get seriously ill...” (1:50:33).
- “The board asked us last time to consider...you know...what’s the end game here for mask mandates in particular...when might this end? The answer tonight is we don’t have an answer.” (2:14:59).

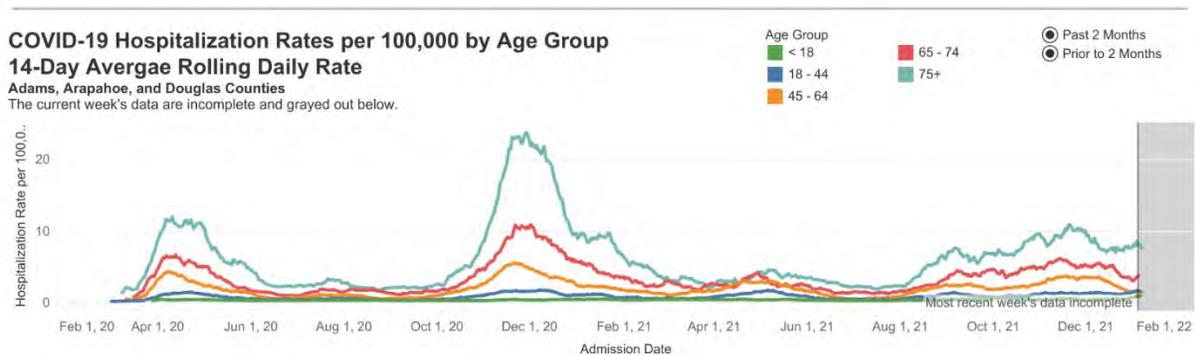
There was also no TCHD data to suggest that schools were the source of higher rates of COVID-19 transmissions, that masks helped preserve in-person learning, nor that forced masking bettered the public health of school children and teachers in any way. There were no metrics provided as to what would end the school mask mandate. There had been no reported deaths or even serious illnesses

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<sup>20</sup> Zoom meeting from 9/30/21 found at: <https://www.tchd.org/485/Meeting-Information>. (CF, p 418)

of teachers or students in TCHD’s jurisdiction from catching COVID-19 at schools.

In fact, the CDPHE reported in November 2020 that since the school year had begun in August 2020, only “308 outbreak associated cases” were reported in 94 schools, or 0.03% positivity.<sup>21</sup> Hospitalization rates for children under age 18 had been consistently less than 0.5 per 100,000 throughout the pandemic, even in later months with the Delta and Omicron variant purportedly serving to justify the PHOs (see bottom green line in the chart below), and hospitalizations for children continued to show they were by far the lowest-risk of any age group, and virtually flat.<sup>22</sup> (CF, p 443).

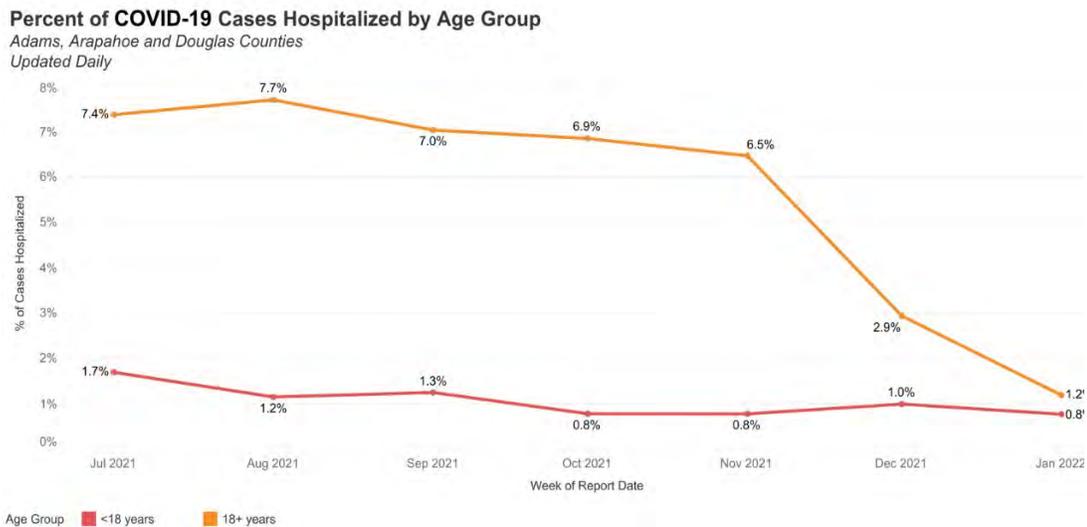


As demonstrated by TCHD data below, the percent of COVID-19 cases hospitalized by age group in Arapahoe, Adams, and Douglas counties

<sup>21</sup> <https://drive.google.com/file/d/1tQ2mlVokJrVr42121MALc9JDBN3s1I8B/view>

<sup>22</sup> TCHD COVID-19 Case Reporting, found at <https://data.tchd.org/covid19/> (user must navigate the TCHD dashboard).

demonstrated pediatric hospitalizations were extremely low and had only declined at the time of the mandate and its extensions. Pediatric hospitalizations never increased due to Delta or Omicron and at the time of the school mask mandate and thereafter were the lowest in many months, even in the face of record high COVID-19 cases in the community.<sup>23</sup>



Moreover, TCHD had no data to suggest that unmasked children at school were a cause of the pandemic, or contributed to any increase in hospitalizations or deaths. In fact, TCHD admitted it was speculating that masks at school were helping at all, and has since admitted there is no reliable data to prove masks

<sup>23</sup> TCHD COVID-19 Pediatric Case Reporting, found at <https://data.tchd.org/covid19/PedsData/> (user must navigate the TCHD dashboard).

worked. Under all these circumstances, the PHOs were unsupported by substantial evidence.

(f) Arbitrary or Capricious

To determine whether an agency's decision was arbitrary or capricious, a reviewing court must determine whether a reasonable person, considering all of the evidence in the record, would fairly and honestly be compelled to reach a different conclusion. *Wildwood Child & Adult Care Program, Inc. v. Colo. Dep't of Pub. Health & Env't*, 985 P.2d 654, 658 (Colo. App. 1999). A decision based on inconsistent findings is arbitrary and capricious. *GTE Sprint Commc'ns Corp. v. Pub. Utils. Comm'n* 753 P.2d 212, 218 (Colo. 1988). An administrative decision is *per se* arbitrary and capricious if it violates a party's constitutional rights. *See Colo. Racing Comm'n v. Smaldone*, 177 Colo. 33, 34, 492 P.2d 619, 620 (1972) (reasoning that the application of an unconstitutional administrative policy necessarily amounts to an abuse of discretion).

Here, TCHD's own data did not support masking school children. And although the mandate applied to most athletics, it was not enforced at athletic events. (CF, p 758). In fact, in a remarkable example of the arbitrary and capricious nature of the TCHD school mask mandate, in school gymnasium settings described by TCHD as "high-risk," TCHD allowed hundreds of maskless

students, spectators, and athletes to repeatedly crowd closely together indoors, cheering and talking to each other with close contact. *Id.* These events often took place within minutes after those same students were threatened with suspension or detention for removing their masks in classrooms, where they are seated several feet apart and not talking.

TCHD was made aware of the arbitrary nature of this multiple times since the 8/31/21 PHO, and instead of issuing a notice of violation for athletics, offered a written exemption for enforcement at athletic events. CF, p 776. As a result, students and teachers and school visitors at indoor “high-risk” athletic events were allowed noncompliance with the 8/31/21 PHO while students, teachers, and visitors in all other “school settings” (e.g. classrooms, hallways, libraries, cafeterias, choir rooms, auditoriums, club meetings) were required to comply under threat of suspension and criminal penalty for not doing so. As such, the PHOs were arbitrary and capricious, and therefore violate section 25-1-515.

### **III. The district court erred by failing to consider the entire agency record.**

#### **A. Standard of Review**

Judicial review under section 25-1-515 presents questions of law reviewed *de novo*. See *C Bar H*, 56 P.3d at 1192.

## B. Preservation

This issue was preserved in Appellants’ “Objections and Supplement to Record Filed by TCHD,” which was denied by the district court. (CF, pp 778- 80, 822-25).

## C. Record Requested

Appellants requested supplementation of the record to include:

- School correspondence on enforcement of the 8/30/21 and 12/29/21 PHOs;
- School Webinars held by TCHD on 8/4/21 and 9/15/21, where TCHD defined athletics as “high-risk” settings and district/school enforcement of the school mask mandate was discussed;
- All data, graphs and charts from the TCHD dashboard on pediatric hospitalizations and deaths within TCHD’s jurisdiction;
- All recordings and notes of all executive session or private meetings held in which the school mask mandate was discussed;
- Any “Rationale Statements” considered by TCHD related to the school mask mandate (referenced in TCHD minutes but not made public);

- All correspondence between TCHD and the Interested Party school districts from August 2021 to the present on enforcement of the school mask mandate and its extension; and
- Any information received by or considered by TCHD on physical or mental health harms to children related to masking.

(CF, pp 779-80).

The district court denied the request to supplement. (CF, pp 822-25).

#### D. Discussion

Judicial review under section 25-1-515(1) requires review of a “complete record.” Such review “requires that there be a record that accurately and fully reflects the evidence relied upon.” *Martinez v. Bd. of Comm’rs*, 992 P.2d 692, 694 (Colo. App. 1999). “The duty of a court reviewing agency action under the ‘arbitrary or capricious’ standard is to ascertain whether the agency examined the relevant data and articulated a rational connection between the facts found and the decision made.” *Olenhouse v. Commodity Credit Corp.*, 42 F.3d 1560, 1576 (10th Cir. 1994) (citing *Motor Vehicle Mfrs. Ass’n v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983)).

Here, the record should have included the evidence TCHD relied upon, as it would speak to violations of the law at issue, including arbitrariness and

capriciousness, and whether TCHD was unconstitutionally legislating in its enforcement with school districts.

### CONCLUSION

Appellants ask this Court to reverse the District Court's Order dated January 28, 2022, and find TCHD's PHOs forcing masks on children and teachers in schools and childcare settings unconstitutional and/or in violation of section 25-1-508.

Respectfully submitted this 13th day of May, 2022.

Attorneys for Appellants

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**CERTIFICATE OF SERVICE**

I hereby certify that on 13th day of May, 2022 a true and correct copy of the **APPELLANTS’ OPENING BRIEF** was served via the State of Colorado’s e-filing system to the following:

<p>Randolph S. Dement Attorney at Law 6950 E. Belleview Avenue, Suite 202 Greenwood Village, Colorado 80111</p> <p>A.L. (“Sid”) Overton Overton &amp; Associates, LLC 6950 E. Belleview Ave., Suite 202 Greenwood Village, Colorado 80111</p> <p><i>Attorneys for Tri-County Health Department</i></p>	<p>Via E-Filing System</p> <p>Via E-Filing System</p>
<p>Steven Gerard Everall Semple, Farrington, Everall and Case, P.C. 1120 Lincoln St. #1308 Denver, CO 80203</p> <p><i>Attorney for Littleton 6 School District</i></p>	<p>Via E-Filing System</p>
<p>Sonja S. McKenzie Cherry Creek School District No. 5 4700 South Yosemite Street Greenwood Village, CO 80111</p> <p><i>General Counsel for Cherry Creek School District No. 5</i></p>	<p>Via E-Filing System</p>

<p>John F. Peters  Caplan &amp; Earnest  3107 Iris Avenue, Suite 100  Boulder, CO 80301</p> <p><i>Attorney for Adams-Arapahoe 28J School District</i>  <i>Attorney for Brighton 27J School District</i>  <i>Attorney for Strasburg 31J School District</i></p>	Via E-Filing System
<p>Philip H. Spare  Adams 12 Five Star Schools  1500 E 128th Avenue  Thornton, CO 80241</p> <p><i>Attorney for Adams 12 Five Star Schools</i></p>	Via E-Filing System
<p>Adams County 14 School District  5291 East 60th Avenue  Commerce City, CO 80022</p>	Via U.S. Mail
<p>Bennett 29J School District  615 7th Street  Bennett, CO 80102</p>	Via U.S. Mail
<p>Byers 32J School District  444 East Front Street  Byers, CO 80103</p>	Via U.S. Mail
<p>Deer Trail 26J School District  PO Box 129  Deer Trail, CO 80105</p>	Via U.S. Mail
<p>Englewood 1 School District  4101 South Bannock Street  Englewood, CO 80110</p>	Via U.S. Mail

Keenesburg RE-3J School District PO Box 269 Keenesburg, CO 80643	Via U.S. Mail
Mapleton 1 School District 7350 Broadway Denver, CO 80221	Via U.S. Mail
Sheridan 2 School District PO Box 1198 Englewood, CO 80150	Via U.S. Mail
Westminster 50 School District 7002 Raleigh Street Westminster, CO 80030	Via U.S. Mail
Wiggins RE-50(J) School District 320 Chapman Street Wiggins, CO 80654	Via U.S. Mail

*/s/ Lauren Sitzman*

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Lauren Sitzman

Colorado Court of Appeals 2 East 14th Avenue Denver, CO 80203	DATE FILED: June 24, 2022 CASE NUMBER: 2022CA302
Arapahoe County 2021CV31662	
<b>Petitioners-Appellants:</b>  Dale Knipp and Noah Seis,  <b>v.</b>  <b>Respondent-Appellee:</b>  Tri-County Health Department.	Court of Appeals Case Number: 2022CA302
ORDER OF THE COURT	

To: The Parties and the District Court

Upon consideration of the motion to dismiss this appeal as moot, and having reviewed the response filed in opposition, the Court DEFERS to the division considering the merits of this appeal any ruling on the motion to dismiss.

BY THE COURT  
 Richman, J.  
 Yun, J.

Kuhn, J.

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

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**Agenda Item:** Boards and Commissions; Out-of-Cycle Vacancies for

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Asking the Commissioners for direction on vacancies for three Boards/Commissions - please see the attached memo. Thank you!

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/29/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 3

Agenda Date: 8/2/2022

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MEMO

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July 27, 2022

RE: Boards & Commissions – Out-of-Cycle Vacancies for consideration

We are asking for your advice on Boards/Commissions with continuing or unexpected vacancies:

1. 7<sup>th</sup> Judicial Community Corrections – we have one applicant; a second applicant had to retract their application, due to a change in their job situation. The 7<sup>th</sup> Judicial Community Corrections Board has said they will allow us through the end of August to complete our appointment; otherwise, they felt they would need to look in the Montrose area for an applicant.
  - a. Would you wish to interview on August 9<sup>th</sup>, and then possibly appoint on August 16<sup>th</sup>'s consent agenda?
2. Cemetery District Board – they are needing to replace one of their members who passed away in June. Would you want to advertise for this as an out-of-cycle vacancy?
3. Weed Commission – If we do advertise for the Cemetery District Board, would you want to add the out-of-cycle vacancy for the Weed Commission?

Thank you for your consideration of these vacancies,

Melanie Bollig  
Clerk to the Board