

- 1 - Agenda, BOCC regular meeting June 20 2023
- 2 - CO Div of Economic and Workforce Support, Amndmt 2, 24 IHGA 184252, Equifax Work Number
- 3 - Malt, Vinous Liquor Alcohol Bev License 03-18964, Wilders Organic Mkt
- 4 - BOCC Calendar Schedule, June 20 2023
- 5 - Minutes, June 6, 2023
- 6 - consent 1 - Coroners Work Space Agreement, Gunnison Funderal Svcs
- 6 - consent 2 - Temporary Road Use Agreement, City of Gunnison July 4th
- 6 - consent 3 - Temporary Road Use Agreement, Elk Run 5K
- 6 - consent 4 - Off-Airport Ground Transportation Agreeemt, Ajax Express dba Black Canyon Limousine
- 6 - consent 5 - CO Div of Aeronautics Discretionary Aviation Grant Application, Resolution
- 6 - consent 6 - CDEC Community Based Child Abuse Prevention Grant
- 6 - consent 7 - CDPHE Task Order 2024 0701, for Public Health Workforce grant
- 6 - consent 8 - Scriveners Error Amendment, Marijuana Cultiv and Product Manufacturing Lic, Alpine Alchemy
- 7 - Treasurers Reports
- 8c - Vouchers, Transfers - May 2023 Cash Transfer Report
- 8d - Vouchers, Transfers - Sales Tax-LMD Reports
- 9 - Certification of Delinquent Taxes, Sewer-Water Districts
- 10 - Minor Impact Subdivision of amended Salisbury Subd Plat, and Resolution
- 11 - Handout at meeting, WCU Strategic Plan 2024-2029

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, June 20, 2023

Page 1 of 3

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

- 8:30 am
- Call to Order
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Approval for Colorado Department of Human Services Office of Economic Security, Division of Economic and Workforce Support; Contract Amendment #2, 24 IHGA 184252; for Equifax "The Work Number" income verification service; 6/01/2023 - 6/30/2024; \$5,478.95
 - Adjourn

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:31 am
- Call to Order
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Approval for Malt and Vinous Liquor Alcohol Beverage License #03-18964; Wilders Organic Market LLC dba BlueSky Mercantile; 6/11/2023 - 6/11/2024
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:32 am
- Call to Order; Agenda Review
 - Scheduling
 - Minutes
 1. June 6, 2023 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. Approval for Agreement Regarding Payment for Coroner's Work Space; Gunnison Funeral Services, LLC; 4/01/2023 - 4/01/2024; \$610 per month + 50% of billed, receipted costs for gas, water, sewer, and electric utilities
 2. Approval for Temporary Road Use Agreement; City of Gunnison; for closure of a portion of County Road #49 in order to conduct aerial displays celebrating July 4th Independence Day; from 7:00 am July 4th to 8:00 am July 5th, and automatically renewed annually until terminated by written notice from either party
 3. Approval for Temporary Road Use Agreement; Elk Run 5K; for permission to close a portion of County Road 4 (Peanut Lake Road) for a single 5K run special event; September 30, 2023 from 7:00 am - 1:00 pm; Effective date of signing
 4. Approval for Off-Airport Ground Transportation Agreement; Gunnison-Crested Butte Regional Airport; Ajax Express dba Black Canyon Limousine; for commercial ground transportation use of a portion of the Airport, loading/unloading clients; 7/01/2023 – June 30, 2024 initial term; Fees as stated in "Section 4. Fees, Percentage of Gross and Reporting"
 5. Approval for Colorado Division of Aeronautics Discretionary Aviation Grant Application and Resolution; Gunnison-Crested Butte Regional Airport; required for Colorado Discretionary

*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, June 20, 2023

Page 2 of 3

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

Aviation Grant Funding from CDOT, for the federally funded GA Apron Rehabilitation; Expiration Date 6/30/2026; \$279,065

6. Approval for Colorado Department of Early Childhood (CDEC) Community Based Child Abuse Prevention Grant; Gunnison County Health and Human Services; for developing a Child Maltreatment Prevention Plan; 6/01/2023 - 10/31/2023; \$24,676
7. Approval for Colorado Department of Public Health and Environment (CDPHE) Task Order 2024*0701; Health and Human Services; for Public Health Workforce grant; 7/01/2023 - 11/30/2027; \$246,450
8. Approval for Scrivener's Error Amendment; Marijuana Cultivation and Product Manufacturing Facility License; Alpine Alchemy, LLC; 260 Griffing Road, Gunnison, Colorado, aka Lot 5, Vista Business Center, County of Gunnison, State of Colorado

- County Manager's Report
- Treasurer's Reports
- Vouchers and Transfers:
 1. June 2023 Accounts Payable Report
 2. April 2023 Purchase Card Report
 3. May 2023 Cash Transfer Report
 4. Sales Tax - LMD Reports

8:40 am • Certification of Delinquent Taxes & Authorization for County Treasurer Debbie Dunbar to Collect Those Taxes, Pursuant to C.R.S. 30-20-420; Dos Rios, Antelope Hills, Somerset and North Gunnison Divisions of the Gunnison County Sewer & Water District

8:45 am • Approval for Minor Impact Subdivision of the amended Salisbury Subdivision Plat; LUC-18-00006; Mark Schumacher; 85 George Bailey Drive, fathering parcel number 3517-220-12-002, Almont, Colorado

1. Resolution; Approving a Minor Impact Review of the Salisbury Subdivision, LUC-18-00006, Located at the Parcels Legally Described as a Tract of Land Situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ Section 22, Range 51 North, Range 1 East, New Mexico Prime Meridian and a Portion of the Three Rivers Subdivision Remainder Tract; Commonly Known as 85 George Bailey Drive, Almont; and a Tract of Land Legally Described as Three Rivers Resort Remainder 38.51 Acres, Commonly Known as Three Rivers Resort General Common Element, Almont, County of Gunnison, State of Colorado

8:55 am • Strategic Plan Update; Western Colorado University

- 9:25 am • Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
 - Adjourn

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

Information for joining remotely via Zoom is found on page 3.

*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, June 20, 2023 **Page 3 of 3**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZJdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+17193594580,,82753657556#,,,,*471302# US +16694449171,,82753657556#,,,,*471302# US

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Human Services

Action Requested: Other Consent

Parties to the Agreement: CDHS and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a contract amendment for our use of the Work Number. We use this interface to access real time employer information including pay checks and contact information.

Fiscal Impact: 5478.95

Submitted by: Brad Wheaton

Submitter's Email Address: bradford.wheaton@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 6/14/2023

County Attorney Review:

Required

Not Required

Comments:

Signature should be by BoCC or County Manager- Legally sufficient. SO 6/9/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/9/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/20/2023



CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support	Original Contract Number 21 IHGA 168836
Contractor Gunnison County Contractor's State of Incorporation: Colorado	Amendment Contract Number 24 IHGA 184252
Current Contract Maximum Amount Initial Term 06/01/2021-05/31/2022 \$849.62 Extension Terms 06/01/2022-05/31/2023 \$1,293.03 06/01/2023-06/30/2024* \$5,478.95 Total for All State Fiscal Years \$7,621.60 *Any amount paid as a result of Holdover Letter 24 IHGA 184021 prior to execution of this Contract shall be deducted from the Contract Maximum Amount.	Contract Performance Beginning Date June 01, 2022 Current Contract Expiration Date June 30, 2024

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.

CONTRACTOR Gunnison County <hr/> By: Jonathan Houck, Chair Gunnison / Hinsdale Board of Human Services Date: _____	STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director <hr/> By: Barry J. Pardus, Deputy Director, Office of Economic Security Date: _____
---	--

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Andrea Eurich/Toni Williamson/Telly Belton

Amendment Effective Date: _____

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 on the Signature and Cover Page for this Amendment. 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 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 on the Signature and Cover Page for this Amendment or June 01, 2023, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

The State entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services (“EVS”), for use of The Work Number. The State and the County entered into a Contract that allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number. This Amendment adds an additional term and modifies the Contract Maximums Amount.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. 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 on the Signature and Cover Page for this Amendment.
- C. **Exhibit A-1 – Statement of Work** is modified by the addition of **Exhibit A-2 – Statement of Work**, attached and incorporated herein.
- D. **Exhibit C-1 – Amendment 11 – 22 IHGA 175559** is modified by the addition of **Exhibit C-2 – Amendment 14 – 23 IHGA 184226**, attached and incorporated herein.

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.

Exhibit A-2 – Statement of Work

A. Background

For purposes of this Exhibit A, Contractor may also be referred to as “County.” The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment (Exhibit C-2 – Amendment 14 - 23 IHGA 184226) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

B. Payment

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County’s proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of July 1, 2023 to June 30, 2024 is \$8,015,000.00, which is based upon an estimated 925,000 income verification requests at \$8.60 per income verification request, plus a \$5,000 per month service fee. County’s responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

$$\frac{[\text{County's Minimum Usage}]}{[\text{Total Participating counties' Previous Usage}]} = \text{County Percentage}$$

$$[\text{County Percentage}] \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County Financial Obligation}$$

IF County’s Actual Annual Payment is less than County’s Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

$$[\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total Deficiency}$$

$$[\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County Deficiency}$$

$$[\text{County Deficiency}] / [\text{Total counties' Deficiency}] = \text{Deficient County Percentage}$$

$$[\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County Payment to State}$$

This table represents each county's financial obligation:

Participating County or Participating Entity	June 1, 2023-June 30, 2023		July 1, 2023 - June 30, 2024			TOTAL CONTRACT AMOUNT
	Hold Over Budget	Minimum Number of Transactions Included with Annual Subscription	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation	
Adams	\$ 25,961.19	68,312	\$587,483.20	\$4,407.20	\$591,890.40	\$617,851.59
Alamosa	\$ 37.68	3,596	\$30,925.60	\$232.00	\$31,157.60	\$31,195.28
Arapahoe	\$ 50,179.51	83,562	\$718,633.20	\$7,004.00	\$725,637.20	\$775,816.71
Archuleta	\$ 36.02	31	\$266.60	\$2.00	\$268.60	\$304.62
Bent	\$ 12.75	434	\$3,732.40	\$28.00	\$3,760.40	\$3,773.15
Boulder	\$ 11,856.46	26,784	\$230,342.40	\$1,728.00	\$232,070.40	\$243,926.86
Broomfield	\$ 2,224.99	6,882	\$59,185.20	\$444.00	\$59,629.20	\$61,854.19
Clear Creek	\$ 12.75	124	\$1,066.40	\$8.00	\$1,074.40	\$1,087.15
Conejos	\$ 54.31	167	\$1,436.20	\$10.80	\$1,447.00	\$1,501.31
Crowley	\$ 107.51	620	\$5,332.00	\$40.00	\$5,372.00	\$5,479.51
Delta	\$ 450.54	1,860	\$15,996.00	\$120.00	\$16,116.00	\$16,566.54
Denver	\$ 61,327.19	138,074	\$1,187,436.40	\$8,908.00	\$1,196,344.40	\$1,257,671.59
Douglas	\$ 1,185.37	2,976	\$25,593.60	\$192.00	\$25,785.60	\$26,970.97
Eagle	\$ 841.78	2,356	\$20,261.60	\$152.00	\$20,413.60	\$21,255.38
El Paso	\$ 29,586.57	57,226	\$492,143.60	\$3,692.00	\$495,835.60	\$525,422.17
Elbert	\$ 12.75	372	\$3,199.20	\$24.00	\$3,223.20	\$3,235.95
Fremont	\$ 1,837.07	6,634	\$57,052.40	\$428.00	\$57,480.40	\$59,317.47
Garfield	0	558	\$4,798.80	\$36.00	\$4,834.80	\$4,834.80
Grand / Jackson	\$ 116.93	471	\$4,050.60	\$30.40	\$4,081.00	\$4,197.93
Gunnison	\$ 106.95	620	\$5,332.00	\$40.00	\$5,372.00	\$5,478.95
Huerfano	0	248	\$2,132.80	\$16.00	\$2,148.80	\$2,148.80
Jefferson	\$ 26,933.20	45,632	\$392,435.20	\$2,944.00	\$395,379.20	\$422,312.40
Kit Carson	\$ 12.75	279	\$2,399.40	\$18.00	\$2,417.40	\$2,430.15
La Plata / San Juan	\$ 1,086.73	2,976	\$25,593.60	\$192.00	\$25,785.60	\$26,872.33
Lake	\$ 123.03	620	\$5,332.00	\$40.00	\$5,372.00	\$5,495.03
Larimer	\$ 19,578.26	31,186	\$268,199.60	\$2,012.00	\$270,211.60	\$289,789.86
Las Animas	\$ 199.50	1,922	\$16,529.20	\$124.00	\$16,653.20	\$16,852.70
Mesa	\$ 3,756.16	8,680	\$74,648.00	\$560.00	\$75,208.00	\$78,964.16
Moffat	\$ 203.38	930	\$7,998.00	\$60.00	\$8,058.00	\$8,261.38
Montezuma	\$ 1,371.57	8,370	\$71,982.00	\$540.00	\$72,522.00	\$73,893.57
Morgan	\$ 2,549.73	4,526	\$38,923.60	\$292.00	\$39,215.60	\$41,765.33
Park	\$ 12.75	248	\$2,132.80	\$16.00	\$2,148.80	\$2,161.55
Pitkin	\$ 45.44	620	\$5,332.00	\$40.00	\$5,372.00	\$5,417.44
Prowers	\$ 12.75	6,820	\$58,652.00	\$440.00	\$59,092.00	\$59,104.75
Pueblo	\$ 9,081.18	29,760	\$255,936.00	\$1,920.00	\$257,856.00	\$266,937.18
Routt	\$ 272.65	2,790	\$23,994.00	\$180.00	\$24,174.00	\$24,446.65
San Miguel / Ouray	\$ 99.75	62	\$533.20	\$4.00	\$537.20	\$636.95
Summit	\$ 266.00	614	\$5,280.40	\$39.60	\$5,320.00	\$5,586.00
Teller	0	620	\$5,332.00	\$40.00	\$5,372.00	\$5,372.00
Washington	0	62	\$533.20	\$4.00	\$537.20	\$537.20
Weld	\$ 30,774.15	45,446	\$390,835.60	\$2,932.00	\$393,767.60	\$424,541.75
CDHS SNAP QA	\$ 226.10	930	\$7,998.00	\$60.00	\$8,058.00	\$8,284.10
HCPF	\$ 119,146.49	330,000	\$2,838,000.00	\$20,000.00	\$2,858,000.00	\$2,977,146.49
Total	\$ 401,699.90	925,000	\$7,955,000.00	\$60,000.00	\$8,015,000.00	\$8,416,699.90

D. Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30)

days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.
3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.
4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.
5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.
6. County hereby grants the State authority to do the following:
 - a. Extend until June 30, 2024 the State's agreement with TALX corporation; and
 - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

AMENDMENT 14 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 14 is entered into by and between **Equifax Workforce Solutions LLC, a provider of Equifax Verification Services (“EWS” or “EVS”)** and **The State of Colorado, Colorado Department of Human Services (“CDHS” or “Agency”)** jointly “the Parties,” with reference to the following:

WHEREAS, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the “**Agreement**”); and

WHEREAS, the Parties made effective the Schedule A – The Work Number® Express Social Service on October 19, 2016 (the “**Schedule A**”); and

WHEREAS, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the “**Successive Term Schedule A**”); and

WHEREAS, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the “**Temporary Extension Period**”) while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, CDHS exercised its second optional renewal term (as permitted in Section II of the Successive Term Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 (“**Amendment 1**”); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 2 to Schedule A made effective by the parties on April 15, 2019, to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the “**Second Temporary Extension Period; Amendment 2**”) while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 3 to Schedule A made effective by the parties on June 6, 2019, to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the “**Third Temporary Extension Period; Amendment 3**”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 4 to Schedule A made effective by the parties on August 18, 2019, to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the “**Fourth Temporary Extension Period; Amendment 4**”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 5 to Schedule A made effective by the parties on October 31, 2019, to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (“**Amendment 5**); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 6 to Schedule A made effective by the parties on October 28, 2020, in order to provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the “**Fifth Temporary Extension Period; Amendment 6**”); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 7 to Schedule A made effective by the parties on November 30, 2020, in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the “**Sixth Temporary Extension Period; Amendment 7**”); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 8 to Schedule A made effective by the parties on March 25, 2021, in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 – May 31, 2021 (the “**Seventh Temporary Extension Period; Amendment 8**”); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 9 to the Universal Membership Agreement and Schedule A made effective by the parties on May 28, 2021, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 – May 31, 2022 and add a new Scope of Work to allow Colorado government entities, “Participating Entities”, in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement (the “**Third Successive Schedule A; Amendment 9**”); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 10 to the Universal Membership Agreement and Schedule A made effective by the parties on June 8, 2021, in order to add a new Section to the Scope of Work to Schedule A for Participating Entities only regarding Web Services and to allow HCPF a Pilot Period (“**Amendment 10**”); and

WHEREAS, the Parties subsequently amended the Agreement, by means of that certain Amendment 11 to the Universal Membership Agreement made effective by the parties on May 31, 2022, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2022 – May 31, 2023 and to add access to the system by Batch (the “**Fourth Successive Schedule A; Amendment 11**”); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 12 to the Universal Membership Agreement made effective by the parties on October 17, 2022, in order to revise the Scope of Work to Schedule A for Employment and Income Verification (VOE/VOI) Database and Web Services and to reflect EWS’ name change (“**Amendment 12**”); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A in order to provide the verification of employment and income services for one (1) additional month from June 1, 2023 – June 30, 2023 (the “**Eighth Temporary Extension Period**”; “**Amendment 13**”); and

WHEREAS, the Parties desire to amend the Agreement and the Successive Term Schedule A in order to provide the verification of employment and income services for 1 (one) additional year from July 1, 2023 – June 30, 2024; update and add pricing information; provide for Instant Client Insights web-platform in addition to batch and integration channels for Service access; ability to utilize Date Range Enhancement for The Work Number access; and add additional Services to the Agreement. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect, including the SOW to be carried forward as if attached to this Schedule A and Amendment 14. For purpose of this Amendment 14, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

NOW, THEREFORE, upon Colorado State Controller signature, and effective on July 1, 2023, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 14 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 document.

- A. CDHS hereby exercises a one (1) year extension beginning July 1, 2023 and ending on June 30, 2024.
- B. Schedule A, as has been amended from time to time, shall be deleted in its entirety and replaced in full with the attached and revised Schedule A with its Schedules, Exhibits, Appendices, and Attachments, attached hereto as Schedule A. The Schedule A replacement shall be effective as of July 1, 2023. The SOW and Exhibit 1-A to the Universal Membership Agreement for the "Participation Agreement for Participating Entity" from Amendment 9 dated May 28, 2021, shall explicitly continue to be attached to the Agreement and the Schedule A to be effective as of July 1, 2023.

IN WITNESS WHEREOF, the Parties have executed this 14TH Amendment through their duly authorized representatives.

STATE OF COLORADO

**Equifax Workforce Solutions LLC,
provider of Equifax Verification Services**

Jared Polis, GOVERNOR

Colorado Department of Human Services

Michelle Barnes, Executive Director

By _____
 (signature): _____
 Name _____
 (print): _____
 Title: _____
 Date: _____

By _____
 (signature): _____
 Name _____
 (print): _____
 Title: _____
 Date: _____

This Amendment 14 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

**COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER**

By (signature): _____

Name/Title: (print): _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Malt and Vinous Liquor Alcohol Beverages

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

New Liquor License

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/13/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/13/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 6/20/2023



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

MALT AND VINOUS LIQUOR

ALCOHOL BEVERAGE LICENSE #03-18964

**to sell BEER & WINE for on/off premises
consumption in the County of Gunnison, Colorado.**

WILDERS ORGANIC MARKET LLC DBA BLUESKY MERCANTILE

10209 HIGHWAY 135

ALMONT, COLORADO 81210

Fee \$100.00

Effective Dates: 06.11.23 - 06.11.2024

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
Gunnison County Clerk

6-13-2023

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

**WILDERS ORGANIC MARKET, LLC
dba BLUESKY MERCANTILE
10209 HIGHWAY 135
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-18964	License Expires at Midnight June 11, 2024
License Type BEER & WINE (COUNTY)	
Authorized Beverages MALT AND VINOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 6/12/2023 FX

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

June 20 - August 8, 2023
(as of 6/16/2023)

Board of County Commissioners

1. **BOCC Regular Meeting**

June 20, 2023, All Day @ BOCC Boardroom

[More Details](#)

2. **BOCC Work Session**

June 27, 2023, All Day @ BOCC Boardroom

[More Details](#)

3. **BOCC Regular Meeting CANCELED due to HOLIDAY**

July 4, 2023, All Day @ BOCC Boardroom

[More Details](#)

4. **Mayors & Managers Meeting - Hosted by Town of Pitkin**

July 6, 2023, 12:00 PM - 1:30 PM

[More Details](#)

5. **BOCC Work Session**

July 11, 2023, All Day @ BOCC Boardroom

[More Details](#)

6. **BOCC Regular Meeting**

July 18, 2023, All Day @ BOCC Boardroom

[More Details](#)

7. **Joint Public Hearing (cont'd): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**

July 20, 2023, 9:00 AM @ Planning Commission Meeting Room

Cont'd Joint Public Hearing (moved from June 15th) starts at 9 am - Gregory Six Lot Subdivision

[More Details](#)

8. **BOCC Work Session**

July 25, 2023, All Day @ BOCC Boardroom

[More Details](#)

9. **BOCC Regular Meeting**

August 1, 2023, All Day @ BOCC Boardroom

[More Details](#)

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

August 3, 2023, 12:00 PM - 1:30 PM

[More Details](#)

11. **BOCC Work Session**

August 8, 2023, All Day @ BOCC Boardroom

[More Details](#)

Gunnison County Organization

1. **Holiday - Juneteenth – Offices Closed**

June 19, 2023, All Day

[More Details](#)

2. **Holiday - Independence Day - Offices Closed**

July 4, 2023, All Day

[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: June 6, 2023 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, a draft of the BOCC regular meeting minutes for June 6, 2023

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:

Legally sufficient. SO 6/13/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/13/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/20/2023

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
June 6, 2023**

The June 6, 2023 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	John Cattles, Acting County Manager
Liz Smith, Vice-Chairperson [REMOTE]	Melanie Bollig, Deputy County Clerk
Laura Puckett Daniels, Commissioner [ABSENT]	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. He noted for the record that Commissioner Smith was joining the meeting online, and Commissioner Puckett Daniels would not be able to attend, due to the injuries she sustained in a car accident.

RECESS: The meeting recessed from 8:30 until 8:35 am, in order to hold the following Public Hearing.

PUBLIC HEARING; COLORADO LIQUOR RETAIL LICENSE APPLICATION; WILDER'S ORGANIC MARKET, LLC DBA BLUESKY MERCANTILE; 10209 HWY 135, SUITE A, ALMONT, COLORADO: Gunnison County Clerk and Recorder Kathy Simillion was present in the room, and BlueSky Mercantile Owners Cassia and Donald Montgomery were present remotely via Zoom.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 8:31 am.
2. Public Notice Confirmation. County Clerk Simillion confirmed that the Public Hearing had been properly noticed.
3. Identify Ex Parte Communications. No ex parte communications were identified.
4. Staff Presentation. County Clerk Kathy Simillion confirmed for Chairperson Houck that the application was going through a concurrent review from the County and the State, and there was nothing found to be out of the ordinary in the review process.
5. Applicant Presentation. Chairperson Houck noted that the applicants had held a liquor license before in the City of Gunnison with no issues, while this application would be for Gunnison County. He invited the applicants, Cassia and Donald Montgomery, to make comment for the public hearing if they desired.
Applicant Donald Montgomery then stated that the business was going to be a deli with an espresso bar, offering sandwiches, and would possibly sell charcuterie boards as well. He wondered if there was the possibility to serve beer and wine as part of this license. County Clerk Simillion answered that she had talked to the Department of Revenue last Friday, and this would be included in their license; however, whatever alcohol was purchased must be consumed on the premises – the customer would not be able to take any alcohol with them off-premises.
6. Board Questions. There were no questions from the Board.
7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 8:34 am. No one in the room or remotely via Zoom was present for comment.
8. Acknowledge Correspondence Received. Commissioner Houck confirmed that no additional correspondence was received.
9. Applicant Response. There was no need for further response from the applicant.
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 8:35 am and immediately reconvened the Local Liquor License Authority meeting.

Commissioner Houck asked County Clerk Simillion when the license would be brought to the Board for approval. She replied that the application presented here would be signed that morning by Chairperson Houck and then sent to her; once she received it, she would then email it to the state. The state's process should probably take no more than one to two weeks, so she explained that it would be submitted for the next regular Board meeting as soon as it came back from state.

Commissioner Houck then let the applicants know that, historically, once the license has gone through this process with no red flags, the approval should be fairly straightforward.

CONSENT AGENDA: Moved by Commissioner Houck, seconded by Commissioner Smith, to approve the Local Liquor Licensing Authority consent agenda, as presented. Motion carried unanimously.

1. Special Event Liquor Permit 3-2023; Taylor Canyon Fire Station, Inc., PO Box 503, Crested Butte, Colorado; 7/3/2023 from 12:00 pm to 4:00 pm
2. Alcohol Beverage License #07-74205-0002; Crested Butte LLC dba Ice Bar / Rest Twister Warming Hse; Sec 25, T135, R86W, Crested Butte, Colorado

ADJOURN: Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 8:36 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:36 am.

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: There were no changes needed to the schedule.

MINUTES: **Moved** by Commissioner Houck, seconded by Commissioner Smith, to approve the meeting minutes of May 2nd, May 16th, and May 23rd with the corrections and additions as noted by Commissioner Smith. Motion carried unanimously.

1. **May 2, 2023 Regular Meeting.** One edit was requested by Commissioner Smith: Page 5, under item #6 - change "Walker" to "Wacker" to read "Margaret Wacker."
2. **May 16, 2023 Regular Meeting.** Commissioner Smith requested four edits: 1) Page 2, second full paragraph - change "mill site parking" to "the parking at Mill Site Park"; 2) Page 3, under Unscheduled Public Comment, Teri Havens' comments – replace "mill site" with "Mill Site Park" in two places; 3) Page 4, under Commissioner Items for Commissioner Smith, item #6 – change Grass Roots Consortium" to "GRASP" Consortium"; and 4) Page 4, under Commissioner Smith's Item #8 – change last sentence on the bottom of Page 8, top of Page 9 to instead read, "She explained that there had not really been enough time to get a new location approved after the City of Gunnison determined, due to public input, that they would not proceed with the proposed plans located next to the Recreation Center."
3. **May 23, 2023 Special Meeting.** No changes were needed.

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Commissioner Houck, to approve the Gunnison County Board of County Commissioners consent agenda, as presented. Motion carried unanimously.

1. Acknowledgment of County Manager Signature; Professional Services Agreement; Policy Confluence, Inc. (Polco); Administration of Biennial Gunnison County Citizen Survey; \$20,600
2. Ratification of County Manager's Approval to Submit; Gunnison Basin Cheatgrass Implementation Project Grant Application FWS-ES2023006073; US Fish and Wildlife Service; \$227,068
3. Approval for Gunnison County Employee Medical, Dental and Vision Plan Amendments; Amendment #2 to the Gunnison County Employee Dental and Vision Plan; Amendment #4 to the Gunnison County Employee Medical Benefit Plan
4. Approval for Colorado Department of Human Services Behavioral Health Administration Contract Amendment #2, 24 IBEH 181957; Sheriff's Office; to provide substance abuse and mental health treatment in the jail; 7/01/2023 - 6/30/2024; \$164,500
5. Approval for Colorado Department of Public Health and Environment (CDPHE) Task Order 2024*0436; Health and Human Services; to provide uniform enforcement of standards and rules set by CDPHE for retail food establishments, child care facilities and schools; State FY 2024; \$15,000
6. Approval for Airport Terminal Lease Agreement; Gunnison-Crested Butte Regional Airport; ARINC Incorporated; for installation of aeronautical communications equipment cabinets and antennas; 6/01/2023 - 5/31/2026; \$2,400 per year
7. Approval for Colorado Department of Early Childhood Intergovernmental Contract Amendment #6; Gunnison County Health and Human Services; for Early Childhood Services, amendments to Exhibits A, B F, and G; Contract Expiration Date extension to 6/30/2024; Increased funding by \$112,072 for SFY 2024 and by \$9,153 for SFY 2025
8. Approval for the Safe Streets for All Action Plan Grant Agreement; U.S. Department of Transportation Federal Highway Administration; for development of an action plan to improve safety along the State Highway 135 corridor from Gunnison to Crested Butte; Effective date of award - 22 months; \$160,000
9. Ratification of Correspondence; BOCC Letter of Support requested by Colorado Association of Ski Towns (CAST); for the Affordability and Fairness for Mountain Communities Act

PULLED FROM AGENDA: ~~CONDOMINIUMIZATION—APPLICATION; LUC-23-00016; SKYLAND DEVELOPMENT PARTNERS, LLC; GOLF VILLAS AT SKYLAND ON A 0.49 ACRE TRACT OF LAND LEGALLY DESCRIBED AS TRACT D, AS SHOWN ON THE PARTIAL REPLAT OF PORTIONS OF MULTIFAMILY TRACT 4, SKYLAND INITIAL FILING, INTO TRACTS B THROUGH F AS RECORDED AT RECEPTION NO. 639080;~~

Chairperson Houck noted that this agenda item would be pulled from consideration, as there were still documents not yet ready for presentation.

BOUNDARY LINE ADJUSTMENT; LUC-23-00010; TAYLOR ADVENTURES LLC, BIGHORN LLC AND ADOBE HOUSE LLC; TRACTS OF LAND IN THE NORTHEAST 1/4, SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 1 EAST N.M.P.M.: Community and Economic Development Planner Sean Pope was present in the room for discussion and to answer any questions the Board might have.

CED Planner Sean Pope explained that the Taylor Adventures LLC boundary line adjustment was to coordinate with two other LLC's – Bighorn and Adobe House. The adjustment will make the small lot more

useable with no changes to the acreage. He further noted that it had been reviewed and approved by the County Attorney's Office.

With no questions from the Board, Commissioner Houck **moved** to approve LUC-23-00010 for the boundary line adjustment for Taylor Adventures LLC, Bighorn LLC, and Adobe House LLC, as presented that morning, and authorize the chair's signature on the plat. Commissioner Smith seconded. Motion carried unanimously.

SUBDIVISION EXEMPTION REQUEST; LUC-23-00008; HOTCHKISS RANCHES, LLC; 22.73-ACRE LOT, LEGALLY DESCRIBED AS A PARCEL OF LAND LOCATED WITHIN THE SW1/4 OF THE NE1/4 OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 89 WEST OF THE 6TH P.M.: Community and Economic Development Planner Sean Pope was present in the room for discussion and to answer any questions the Board might have.

CED Planner Sean Pope outlined that this application for subdivision exemption started with the applicants wanting to put a well on that tract. Colorado Division of Water Resources Well Commissioner, Greg Powers, requested that the lot be recognized by the county, as it had not gone through the county's subdivision process; instead, it was subdivided when CDOT moved the highway, and so the owners ended up with a special warranty deed, never legally recognized by Gunnison County. CED Planner Sean Pope stated that the parcel had now gone through the county's subdivision exemption process per the LUR, and had been reviewed and approved by the County Attorney's Office.

With no questions from the Board, Commissioner Houck **moved** to approve LUC-23-00008, Hotchkiss Ranches LLC, for the subdivision exemption request, also authorizing the chair's signature on the new plat. Commissioner Smith seconded, and requested that the motion be changed to LUC-23-00008 [an extra zero]. Commissioner Houck accepted the friendly correction to the LUC number. Motion carried unanimously.

CHANGE IN AGENDA: Chairperson Houck called for a break in the meeting from 8:47 am to 8:50 am, in order to begin the following public hearing at its noticed time of 8:50 am.

RECESS: The meeting recessed from 8:50 am until 8:56 am in order to hold the below Public Hearing.

PUBLIC HEARING; MARIJUANA CULTIVATION AND PRODUCT MANUFACTURING FACILITY LICENSE; ALPINE ALCHEMY, LLC; 260 GRIFFING ROAD, GUNNISON, COLORADO, AKA LOT 5, VISTA BUSINESS CENTER, COUNTY OF GUNNISON, STATE OF COLORADO: Community and Economic Development Planner Sean Pope was present in the room, joined a little later in the public hearing by applicants Eric Piper and Darin Slattengren.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 8:50 am.
2. Public Notice Confirmation. CED Planner Sean Pope confirmed that the Public Hearing had been properly noticed.
3. Identify Ex Parte Communications. No ex parte communications were identified.
4. Staff Presentation. CED Planner Sean Pope let the Board know that this application came through in 2020. The application had gone through administrative review for the land use change permit and this was now complete. State licensing had been received back in 2020 and the applicants had continued that license while waiting for the county licensing in order to begin cultivation. CED Planner Sean Pope outlined that the application met all the standards of Resolution 2014-18; a recent site visit had also confirmed the standards were being met, and all was now ready for the Board's approval.
5. Applicant Presentation. The applicants were not yet present for comment at this point in the hearing. Chairperson Houck confirmed that there had been no correspondence from the applicants as well.
6. Board Questions. Commissioner Smith asked about the conditions attached to the recommendation to approve. CED Planner Sean Pope confirmed that the conditions she was looking for were listed on the license itself. CED Planning Director Hillary Seminick, also present in the room, added that this information was located on page 271 of the BOCC meeting portfolio, and would be included on the actual license.
7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 8:54 am.
8. Applicant Presentation, revisited. Applicants Eric Piper and Darin Slattengren entered the meeting room at 8:55 am, so Chairperson Houck asked if they had anything for comment. The applicants both replied that they had no comment to add.
9. Acknowledge Correspondence Received. Commissioner Houck confirmed that no additional correspondence had been received.
10. Applicant Response. No further response from the applicants was needed.
11. Close Public Hearing. Chairperson Houck closed the Public Hearing at 8:56 am and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

Moved by Commissioner Houck to approve the Marijuana Cultivation and Product Manufacturing Facility License as presented that morning for Alpine Alchemy LLC, and authorize the chair's signature on the license. Commissioner Smith seconded. Motion carried unanimously.

Commissioner Houck then encouraged the applicants to utilize both state and county resources as necessary when questions or concerns come up about their permit, and he wished them luck with their operation.

SUBDIVISION EXEMPTION REQUEST; LUC-23-00020; CRESTED BUTTE FIRE PROTECTION DISTRICT (CBFPD); ADJUSTING THE AREA OF THE TWO EXISTING PARCELS WITHIN THE SPANN SUBDIVISION EXEMPTION PLAT RECORDED DECEMBER 21, 2021 AT RECEPTION NO. 681915 (EXHIBIT A): Community and Economic Development Planning Director Hillary Seminick was present in the room for discussion and to answer any questions the Board might have. Also present remotely via Zoom was Crested Butte Fire Protection District (CBFPD) CEO Sean Caffrey.

CED Planning Director Hillary Seminick explained that this was an amendment to an existing subdivision plat that was recorded back in December 2021, and was essentially a boundary line adjustment to accommodate a new headquarters being located completely on one lot, rather than having the building straddle a lot line. She noted that the CBFPD was not statutorily required to do this; however, to keep it "clean and tidy," the applicants opted to amend the internal boundary line only. There would be no change to the overall parcel configuration and size.

Upon advisement of County Attorney Matt Hoyt, at 8:57 am Chairman Houck did open the meeting to public comment so that the Board might hear comments from the applicant, CBFPD CEO Sean Caffrey.

CA Matt Hoyt also added for clarification that this would not be a complete exemption; the District Board can overrule the decision of the Board of County Commissioners by a majority vote. Further, CA Hoyt pointed out that, if they ever sell or transfer the property to a private entity, everything would need to be subdivided correctly, or a private entity would be in violation. He felt that it did make sense for the district to take care of the adjustment at this time. CED Planning Director Hillary Seminick added that the subdivision component had been unanimously approved by the Planning Commissioner on May 18th, 2023.

Chairman Houck asked if CEO Sean Caffrey had any comment. Mr. Caffrey stated that CBFPD had previously purchased a portion of that parcel, thinking they might use the portion to the south, but as the project evolved, they ended up purchasing the entire parcel from Spann Ranches and would have the lot line now adjusted to run down the middle of the Slate River, giving the entire parcel to the west room enough to build the fire station and the search and rescue building.

Chairperson Houck noted that there was no one present in the room or remotely via Zoom who wished to make any further public comment.

With no questions from the Board, it was **moved** by Commissioner Houck to approve the subdivision exemption request LUC-23-00020 and move forward with executing the documents associated with it, as presented that day. Commissioner Smith seconded. Motion carried unanimously.

REQUEST FOR AMENDMENT OF SUBDIVISION COVENANTS; LUC-23-00019; L & D RANCHES LLC; LOT 9, WHETSTONE INDUSTRIAL PARK SUBDIVISION, 120 BIFANO ROAD: Community and Economic Development Planner Rachel Sabbato was present in the room for discussion and to answer any questions the Board might have.

CED Planner Rachel Sabbato began by stating that the applicant's representative, Attorney Jacob With, was also present in the room. She highlighted for the Board that this amendment to the Whetstone Covenants calls out a certain hierarchy which prohibits subordinate residential designation for lots adjacent to light industrial. However, as Lot 9 was located between a lot that was designated subordinate residential on one side, and light industrial on the other side, they requested that Lot 9 be given a designation of subordinate residential.

CED Planner Sabbato also advised that the amendment was unanimously approved by the HOA. She and CA Matt Hoyt confirmed for Chairperson Houck that this application had gone through the correct procedures and met all the requirements of Community Development and the County Attorney's Office.

With no questions from the Board, Commissioner Houck **moved** to approve the request for the Amendment of Subdivision Covenants LUC-23-00019, as presented that morning, and authorize the chair's signature on the approval. Commissioner Smith seconded. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT: There was no one present in the room or remotely via Zoom who wished to make an unscheduled public comment.

ADJOURN: Chairperson Houck thanked Commissioner Smith for taking time out of her Harvard Leadership Program's busy schedule, and then adjourned the Gunnison County Board of County Commissioner regular meeting at 9:06 am.

Jonathan Houck, Chairperson

Liz Smith, Vice-Chairperson

[ABSENT]
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Agreement Regarding Payment for Coron

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County, Gunnison Funeral Services

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Agreement Regarding Payment for Coroner's Work Space by and between the Board of County Commissioners and Kelly Crippin, Gunnison funeral this term shall commence April 1, 2023.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: DBishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 6/14/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/9/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/9/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/20/2023

AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE

THIS AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE ("Agreement") is made and entered into this ____ day of June, 2023, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and GUNNISON FUNERAL SERVICES, L.L.C., a Colorado limited liability company, whose address is 106 S. Taylor, #2, Gunnison, CO 81230 ("Gunnison Funeral").

WHEREAS, Gunnison Funeral currently leases real property located at 106 S. Taylor, #2, Gunnison, Colorado 81230 ("Property"); and

WHEREAS, the Property includes an appropriate work space, the functional equivalent of approximately 375 sq. ft., dedicated for the official services of the Gunnison County Coroner ("Coroner's Work Space"); and

WHEREAS, Gunnison County has been financially contributing towards the rental and utility costs for the Coroner's Work Space and would like to continue to provide that contribution; and

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

1. EXTENDING PRIOR AGREEMENT.

The *Agreement Regarding Payment for Coroner's Work Space* by and between the Board of County Commissioners of the County of Gunnison, Colorado and Kelly Crippin, Gunnison Funeral, dated March 23, 2021 and assigned Gunnison County Legal Instrument No: 2021-019 is terminated upon the effective date of this Agreement as set forth in Paragraph 2 below.

2. TERM.

The term of this Agreement shall commence April 1, 2023 and shall terminate on April 1, 2024 ("Term"), unless otherwise terminated or extended under the terms of this Agreement by mutual written agreement of Gunnison County and Gunnison Funeral.

3. COMPENSATION.

In full and complete consideration for use of the Coroner's Work Space by the Gunnison County Coroner, Gunnison County shall compensate Gunnison Funeral 50% of the rental costs incurred for said Coroner's Work Space which amounts to a monthly amount of SIX HUNDRED AND TEN and 00/100 U.S. Dollars (\$610.00) through the Term of this

Agreement, a copy of the lease is attached as Attachment A. Thereafter should this Agreement be amended and extended the dollar amount shall be adjusted no more than 3% annually.

In addition to this amount, Gunnison County shall compensate Gunnison Funeral for a portion of utility bills as more specifically identified in paragraph 4 herein below.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to paragraph 10 herein below.

4. UTILITIES.

Gunnison County shall compensate Gunnison Funeral 50% of the billed, receipted costs for natural gas, water, sewer and electric bills incurred by Coroner's use of the Coroner's Work Space throughout the Term of this Agreement. Gunnison Funeral shall forward those utility bills to the Gunnison County Finance Department at 200 E. Virginia, Gunnison, CO 81230.

Gunnison County is not in any way responsible, financially or otherwise, for any cost or expense associated with any telephone and internet good or service for, or for the benefit of, Gunnison Funeral, and Gunnison Funeral agrees to indemnify Gunnison County regarding same.

Gunnison Funeral shall be responsible for any and all other costs not identified herein that may be associated with official Coroner's use of the Coroner's Work Space.

5. USE OF GUNNISON FUNERAL'S WORK SPACE.

The Gunnison County Coroner shall conduct the use of the Coroner's Work Space in an orderly manner. The Gunnison County Coroner, his agents, and employees, shall not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of the Coroner's Work Space.

6. IMPROVEMENTS.

All equipment placed by Gunnison County at its expense in, on or about the Coroner's Work Space, including all fixtures temporarily affixed to the Coroner's Work Space but which may be removed without damage thereto, shall remain the items of Gunnison County and Gunnison County shall have the right at any time during the Term of this Agreement or at its termination, to remove all such equipment.

7. OPERATIONS.

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

8. WARRANTIES.

Gunnison Funeral warrants and assures Gunnison County that Gunnison Funeral has the authority from the Owner of the Property to use the Property for official use by the Gunnison County Coroner.

9. INDEMNIFICATION.

During the term of this Agreement, Gunnison Funeral shall indemnify, hold harmless and defend Gunnison County, its Board of County Commissioners, its officers, agents and employees, against any claim for injury or damage caused by any act or omission of Gunnison Funeral or any other person arising from the use of the Coroner's Work Space.

10. NO CREATION OF OBLIGATION TO OWNER.

Nothing in this Agreement creates any obligation whatsoever from Gunnison County to the Owner of the Property.

Nothing in this Agreement is or shall be construed a waiver of any protection of the Governmental Immunity Act.

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

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

12. NOTICES.

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

Gunnison County: Board of County Commissioners
of the County of Gunnison, Colorado

200 East Virginia Avenue
Gunnison, CO 81230

Gunnison Funeral: Kelly Crippin
Gunnison Funeral Services, L.L.C.
106 S. Taylor, #2
Gunnison, CO 81230

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. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Gunnison County, Gunnison Funeral shall not (a) assign, transfer, pledge, or hypothecate this Agreement, or any part thereof, or any interest therein, or (b) convey, sublet or lend the Coroner's Work Space or any part thereof.

15. GOVERNING LAW, JURISDICTION AND VENUE.

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

16. ENTIRE AGREEMENT.

Gunnison Funeral and Gunnison County agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be

valid unless executed by an instrument in writing by Gunnison Funeral and Gunnison County with the same formality as this Agreement.

17. COUNTERPARTS.

Each party may sign this Agreement in counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy County Clerk

GUNNISON FUNERAL SERVICES, L.L.C.,
a Colorado limited liability company

By:  _____
Kelly Crippin, Director

ATTACHMENT A

BUSINESS LEASE

THIS BUSINESS LEASE, in duplicate, is dated with an effective date of April 1, 2022, at Gunnison, Gunnison County, Colorado, as follows:

1. OWNER. The Owner is:

CHRISTIAN M. GREEN

2. TENANT. The Tenant is:

Gunnison Funeral Services

, hereafter termed "Tenant." If more than one individual or entity, their obligations as Tenants hereunder shall be joint and several.

3. LEASE OF PREMISES. In consideration of the terms of this Business Lease, Owner leases to Tenant a subdivided portion of the building ("Building") situate on the following described real property located in the City of Gunnison, Gunnison County, Colorado, to wit:

Lots 4 through 8, both inclusive, Block 31, City of Gunnison,
According to the official recorded plat of ORIGINAL GUNNISON,

County of Gunnison,
State of Colorado.

Owner leases to Tenant the middle unit of the building, consisting of approximately 1,250 square feet, which has an address of 106 South Taylor, Unit 2, Gunnison, Colorado 81230 (the "Lease Premises").

4. TERM OF LEASE. The term of this Business Lease shall commence at 12:01 a.m. on May 1, 2023, and terminate at midnight on April 31, 2024.

5. RENTAL PAYMENTS. Tenant shall pay to Owner as rent for the Lease Premises the following:

\$1,220.00 per month from May 1, 2023 through April 31, 2024.

6. RENEWAL OPTION. If Tenant is not in default of any covenant,

term or condition of this Business Lease, then and in that event Tenant shall have the right and option to extend this Business Lease for an additional period of one year commencing on May 1, 2024 and ending on April 31, 2025, upon the same terms, covenants and conditions as herein provided, with the exception that the monthly rental during such option period shall be increased by 3% per month. This option is exercisable by Tenant providing written notice to Owner, in the manner provided herein, on or before May 1, 2024.

7. SECURITY DEPOSIT

Tenant shall on the date of execution place a security deposit with Owner in the amount of \$900.00, as a guarantee and indemnity that Tenant will keep the Lease Premises in as good a condition as when received, will not vacate the Lease Premises prior to the termination hereof, will make all rental payments as the same become due, and will otherwise perform all terms, covenants and conditions of this Business Lease. It is understood and agreed that this security deposit is neither an advance rental nor a bonus to Owner, and Owner agrees that if all the covenants herein imposed upon Tenant have been complied with and the Owner has not been damaged as a result of injury to the Lease Premises nor has incurred any costs to repair or clean said Lease Premises, then in that event, Owner shall refund to Tenant the full amount of the security deposit. If Tenant defaults in any of the terms and provisions hereof Owner shall have the right, without notice, to apply as much of the security deposit as is required to re-compensate Owner for any damages thereby sustained and, if any balance remains after such application, to return the same to Tenant. An accounting of such security deposit shall be made to Tenant within 60 days after expiration or termination of this Business Lease. In the event damage to Owner exceeds the amount of the security deposit, the Tenant shall pay such excess amount immediately upon being billed therefore by Owner, including Owner's reasonable attorneys' fees and court costs incurred, if any.

8. UTILITY AND SERVICE CHARGES. Tenant acknowledges that Tenant shall promptly pay as the same become due and owing all charges, statements or assessments for water, gas, heat, electricity, refuse, dumpster charges, garbage, telephone, power and janitorial services used by Tenant or supplied to the Lease Premises, including any utility connection fees, and shall not allow the payment therefore to become delinquent nor allow any lien or assessment to be placed against the Lease Premises for the nonpayment of the same.

9. USE OF PREMISES. The Tenant shall use and occupy the Lease Premises for an office and furniture fabricating. Tenant shall not use the Lease Premises for any other purposes without the prior written consent of the Owner.

10. FURNITURE AND FIXTURES. Tenant shall be solely responsible,

at its cost, to obtain, place and install within the Lease Premises all furnishings, fixtures, equipment and personal property necessary or desirable for its occupancy of the Lease Premises and the use thereof.

The Lease Premises on the commencement date of this Business Lease will be finished by Owner with the exception of window coverings and interior decoration, all of which shall be the sole responsibility of Tenant.

11. OWNER'S RESPONSIBILITY. The Owner shall, during the term of this Business Lease, be responsible for any repairs or maintenance required to be performed as to the exterior of the Lease Premises.

12. TENANT'S RESPONSIBILITIES. The Tenant shall at all times during the term of this Business Lease be responsible:

1. To maintain and keep in good repair the interior of the Lease Premises, including all interior walls, doors and windows, including glass.
2. To maintain and repair any damage or destruction of the Building or Lease Premises caused by any acts or omissions of the Tenant, its agents, customers, employees or invitees.
3. To maintain the Lease Premises in a clean and attractive condition.
4. To maintain and keep in good repair the utility systems within the Lease Premises.
5. To clean and remove all snow and ice from the sidewalk in front of the Lease Premises, and to maintain the dumpster area to the rear of the Lease Premises in a clean and attractive condition.

13. FIRE AND EXTENDED COVERAGE INSURANCE.

1. During the term of this Business Lease and any renewal hereof, the Owner shall keep the Lease Premises fully insured for fire and extended coverage and shall bear the risk of loss therefore.

2. The Tenant shall carry fire and extended coverage property insurance on all items of personal property, fixtures, equipment and improvements located upon the Lease Premises and owned by it and shall be solely responsible for any loss, damage or destruction of such personal property, fixtures, equipment and improvements. Tenant shall also purchase and maintain a fire extinguisher in the Lease Premises in accordance with Gunnison County and/or City Code.

3. In the event that the Building should be damaged or destroyed, in whole or in part, as a result of fire, damage or destruction from any cause covered by such fire and extended coverage insurance, then the proceeds of such insurance shall be utilized to repair and replace the Building in as good condition as the same was prior to such damage. In the event that the Building is damaged or destroyed as result of fire damage or destruction, the rental payments due and owing by Tenant shall be abated during any period of required repairs or construction, unless such damage and destruction was due to the neglect of the Tenant or its employees and agents in which event the rent shall not be abated, and shall recommence on the date that a Certificate of Occupancy is issued for the Lease Premises.

14. LIABILITY INSURANCE. Tenant, at its sole cost and expense, shall obtain and maintain a policy of comprehensive public liability insurance, including property damage, covering the Lease Premises and all use and occupancy thereof by Tenant in an amount of not less than \$500,000.00 blanket comprehensive liability limits and not less than \$50,000.00 property damage limits with a reputable insurance company or companies licensed to do business in the State of Colorado. Such insurance policy or policies shall be endorsed to name Owner as an additional insured and to state that the insuring company or companies will give not less than 10 days prior written notice to the Owner and Tenant of any cancellation or reduction of insurance under such policy or policies of insurance, together with all endorsements pertaining thereto. A copy of such policy of insurance, together with all endorsements pertaining thereto, shall be furnished to Owner on or before the commencement date of this Lease, together with any additional policies, endorsements or renewals as may be required during the term of this Lease.

15. LIABILITY AND INDEMNITY. Tenant agrees to hold harmless and to indemnify the Owner from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising or alleged to arise from any act or omission of Tenant or Tenant's employees, contractors, customers, invitees or agents, or arising from any injury or damage to any person, or the property of any person, occurring during the term of this Business Lease, and any renewal thereof, in or about the Lease Premises. Tenant agrees to use and occupy the Lease Premises at its own risk and hereby releases Owner, its agents and employees, from any claims for any damage or injury to the full extent permitted by law.

16. COMPLIANCE WITH LAWS AND REASONABLE USAGE. Tenant will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Lease Premises and the business conducted therein by Tenant; will not engage in any activity which would cause Owner's fire and extended

coverage insurance to be cancelled or the rate therefore increased (or, at Owner's option, will pay any such increase); will not commit any act which is a nuisance or annoyance to the Owner, or which might, in the exclusive judgment of Owner, appreciably damage Owner's goodwill or reputation, or tend to injure or depreciate the Building; and will not commit or permit waste in the Lease Premises or Building.

17. ADDITIONS OR ALTERATIONS TO LEASE PREMISES.

1. Tenant may make no changes, alterations, additions or improvements to the Lease Premises without the prior written consent of Owner.

2. All costs, fees and expenses pertaining to any such change, alteration, addition, or improvement shall be paid by Tenant, including all permits and licenses required in connection therewith. Tenant will not permit any mechanic's lien or materialman's lien, or other liens, to be filed against the Lease Premises for any labor or material furnished in connection with such change, alteration, addition or improvement. Any changes, alterations, additions or improvements to the Lease Premises done with the written consent of the Owner shall remain upon the Lease Premises at the termination of the lease term.

3. Tenant may remove its trade fixtures, supplies and movable furniture and equipment not attached to the Lease Premises, not including any utility connections or services, provided: (1) such removal is made prior to the termination of the term of this Business Lease; (2) Tenant is not in default of any obligation or covenant under this Business Lease at the time of such removal; and (3) Tenant promptly repairs all damage caused by such removal. All other property, and specifically including all permanent fixtures of the Lease Premises and any alteration or addition to the Lease Premises (including wall-to-wall carpeting, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the Lease Premises shall become the property of Owner and shall remain upon and be surrendered with the Lease Premises as a part thereof at the termination of this Business Lease, Tenant hereby waiving all rights to any payment or compensation therefor.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Business Lease, in whole or in part, nor sublet the Lease Premises in whole or in part, to any other person or entity, nor grant any right of possession therein, without the prior written consent of the Owner, which consent shall not be unreasonably withheld. A condition of the Owner's consent to the assignment of this Business Lease, through sale or otherwise, shall be that the assignee have the financial capabilities and business experience to assume this Business Lease and make the required rental payments. The Tenant shall not sublet any of the shop or office space for residential use after November 1, 2019.

19. OWNER'S TRANSFER OF INTEREST. Owner shall have the right to transfer, sell, convey or in any other manner dispose of its interest in the Lease Premises. Upon any such transfer, the Owner shall be relieved of any and all obligations hereunder to the Tenant and any successor or transferee of Owner shall take title to the property subject to this Business Lease and shall assume all of the obligations of the Owner hereunder.

20. ADVERTISING, SIGNS AND DISPLAYS. Tenant shall be allowed to place advertising signs or devices upon the Lease Premises under the following conditions:

1. Tenant shall be permitted to use any sign or advertising in the interior of the Lease Premises and on the interior of any window, so long as the same complies with the applicable ordinances of the City of Gunnison, Colorado.

2. Tenant may place a single outside sign or advertising device on the exterior or windows of the Lease Premises. The body of such sign shall be completed by Tenant at the Tenant's sole expense, and shall be subject to Owner's approval.

21. SUBORDINATION. This Business Lease may, at the option of the Owner, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the Lease Premises and to all renewals, modifications, replacements or extensions hereof, subject to the provision that notwithstanding any default or foreclosure of such mortgage or deed of trust or the enforcement of any other rights and remedies including the right of sale thereunder, this Business Lease shall be recognized and shall remain in full force and effect during the term of this Business Lease so long as the Tenant is not in default of this Business Lease's provisions. Tenant shall, upon request by Owner, execute and deliver such instruments as may be reasonably necessary or convenient to evidence such subordination.

22. ACCESS BY OWNER. The Owner, its agents and employees, shall have access and the right to enter upon the Lease Premises, upon reasonable prior notice at any reasonable time, to examine the condition thereof or to make any repairs required to be made by Owner. Owner shall have the right to show the Lease Premises to any prospective purchaser or tenant and for any other purpose deemed reasonable by Owner.

23. DEFAULT BY TENANT. Any of the following events shall constitute an "event of default" by Tenant:

1. The failure to make the rental payments and/or monthly expense payments on the due date and to cure such failure within 10 days after written notice by the

Owner.

2.The filing of any case, petition, or answer by or against the Tenant under any provision of the Federal Bankruptcy Act.

3.Any petition or other proceedings by or against the Tenant for the appointment of a trustee, receiver or li0quidator of the Tenant or of any of the Tenant's property.

4.Any attachment or execution levied upon the Tenant's property or interest under this Business Lease, if such attachment or execution remains outstanding for 30 days or more, unless the Tenant posts adequate surety or bond to guarantee the payment thereof.

5.Any failure in the performance or observance of the terms and provisions of this Business Lease and such failure shall continue for 10 days after written notice thereof by Owner to Tenant; provided, however, that if the nature of Tenant's failure is such that more than 10 days is reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within the 10 day period and thereafter diligently prosecute such cure to completion.

24. OWNER'S REMEDIES UPON TENANT'S DEFAULT. Upon any event of default by Tenant, the Owner shall have the following rights and remedies, in addition to any other remedy or right by law or in equity by reason of such event of default:

1.To terminate this Business Lease upon the Owner giving a 10 day written notice of termination to the Tenant that this Lease will immediately terminate at the end of such 10 day period, in which event the Tenant shall on the date set forth in the written notice surrender possession of the Lease Premises to the Owner and pay to the Owner all rental payments and other amounts payable by Tenant to Owner to the date of termination.

2.Upon the Owner giving to Tenant a 10 day written notice, to enter upon and take possession of the Lease Premises at the end of the notice period and remove Tenant and any other occupant therefrom, with or without having terminated this Business Lease and to alter and change any locks or other security devices at the Lease Premises. No such re-entry by the Owner shall be considered to be a forcible entry of the Lease Premises.

3.In the event the Owner elects to obtain possession of the Lease Premises without terminating this Business Lease, the Tenant shall be liable for and shall

pay to the Owner all rent and other amounts due to the date of such repossession, together with all rent required to be paid by the Tenant to the Owner during the remainder of the Lease term, less any amounts received by the Owner.

4. In the event the Owner elects to terminate this Business Lease by reason of default, Tenant shall be liable for and shall pay to Owner after the date of termination damages in an amount equal to the then present value of the rent for the remaining portion of the Lease term, (had this Business Lease not been terminated by Owner), less the then present value of the fair rental value of the Lease Premises for the remaining portion of the Lease term. In such case, Owner shall make reasonable efforts to re-lease the Lease Premises.

5. In addition, Tenant shall be liable for and shall pay to Owner any broker's fees or rental fees incurred by Owner in connection with the re-leasing of the Lease Premises, the costs of removing and storing Tenant's or other occupants' property from the Lease Premises, and all reasonable expenses incurred by Owner in enforcing the remedies of the Owner, including reasonable attorneys' fees.

25. DEFAULT BY OWNER. If the Owner shall be in default as to the performance of any covenant, agreement or obligation to be performed by Owner under the terms and provisions of this Business Lease, and such default shall continue for 10 days after written notice thereof by Tenant to Owner; provided, however, that in the case of a default beyond the Owner's reasonable control that cannot be cured within such 10 day period, the 10 day period shall be deemed extended if (1) immediately upon receipt of such notice, the Owner advises the Tenant of its intention to institute all actions necessary to cure such default, and (2) institutes all necessary action and with reasonable diligence prosecutes the completion of all actions necessary to cure such default; then the Tenant shall have the following rights and remedies:

1. To cure such default with the reasonable costs and expenses thereof to be paid by Owner.

2. To request of the Owner a partial abatement of rental payments which would represent the fair rental value of the property to the extent that the Owner's default substantially interferes with the Tenant's normal business operation, approval of which abatement the Owner shall not unreasonably withhold. Notwithstanding anything in this Lease to the contrary, the requested amount of any such abatement of rental payments shall be submitted in writing by the Tenant to the Owner for the Owner's reasonable approval before any abatement of rent is taken.

2.If any such default of Owner shall continue for more than 10 days and substantially interferes with the Tenant's use and occupancy of the Lease Premises, the Tenant may, without limiting any other remedies of the Tenant, immediately terminate this Business Lease.

3.Any amounts payable by Owner to Tenant pursuant to this paragraph shall be paid within 10 days after written demand therefor.

26. SURRENDER OF PREMISES. Tenant covenants and agrees that on the last date of this Business Lease or any renewal or extension hereof, it will quietly and peaceably leave and surrender the Lease Premises to Owner in as good condition as when received, ordinary wear and tear, repairs and replacements required to be made by Owner or alterations, additions and improvements excepted.

27.TAXES AND ASSESSMENTS. Owner shall pay all Real Estate Taxes levied on the Lease Premises during the term of the Lease. The Tenant will promptly pay as the same become due and payable, and will not allow the same to become delinquent, any and all assessments of any taxing entity assessed against the Lease Premises or any use of the Lease Premises, as follows:

1.The Tenant shall pay all personal property taxes levied on the personal property located upon the Leased Premises during the term of the Lease.

28. DESTRUCTION OF PREMISES. In the event that the Lease Premises or any part thereof shall be damaged as a result of fire, destruction, or other casualty or peril, the Owner shall have the exclusive right to terminate this Business Lease or to repair and replace the Lease Premises in as good a condition as it was prior to such damage. Such election shall be made by the Owner giving written notice to the Tenant within 20 days from the date of such damage. If an election is made to terminate this Business Lease, the Tenant shall immediately surrender the Lease Premises to Owner and shall pay the rental payments only to the date of the surrender of possession. If an election is made to repair the Lease Premises, the same shall be done within a reasonable period and during such period, the rental payments shall be reduced and adjusted to an amount that represents the fair and reasonable rental payment, as agreed by the parties, and as determined by the nature of the damages sustained to the Lease Premises and the extent the Tenant is deprived of the use of the Lease Premises, unless the damages are due to the negligence of the Tenant or its employees and agents, in which event there shall be no reduction or adjustment in the rental payments. In no event shall the reasonable period to make such repairs exceed six months in duration. The Tenant shall have the absolute right to terminate this Business Lease in the event of any damage to the Lease Premises that makes the same untenable for a period of time longer than six months. In such event, Tenant shall give the Owner written notice of its option to terminate this Business Lease within 20

days after such damage or destruction.

29. CONTINUANCE OF LEASE. If, after the expiration of this Business Lease the Tenant shall remain in possession of the Lease Premises and continues to pay rent without written agreement as to such tenancy, then the Tenant shall be deemed as a tenant from month to month at the rental payment in effect on the last month of this Business Lease. Such month to month tenancy shall not be deemed to extend the term or renew this Business Lease and the month to month tenancy may be terminated by either party giving written notice to the other of the termination at least 10 days prior to the commencement of the next month to month tenancy.

30. TENANT'S PROPERTY. All trade or business furniture and fixtures which may be placed in or upon the Lease Premises by the Tenant are to remain its sole and separate property and Tenant shall have the right to remove the same upon the termination of this Business Lease, or any extension hereof. Said right of removal shall be subject to the following express conditions:

1. Tenant shall not then be in default in the performance of any of the terms and conditions of this Business Lease.

2. That no personal property shall be removed which shall have become permanently affixed to the real property and/or which cannot be removed without causing damage or injury to the Building, unless the damage caused by such removal is repaired and the property restored in the same condition as it was prior to the installation thereof.

31. PARKING AREAS. It is understood and agreed that the Lease Premises do not include any designated parking area or parking spaces for the use of Tenant, its employees, business invitees or patrons. The parking area located at the rear of the Building (on the east side) is for Owner's exclusive use and enjoyment. Tenant, its employees, business invitees, and patrons may use any available parking spaces located in front of the Building (on the west side) or on the street.

32. CONDEMNATION. If all or any substantial portion of the Building shall be taken in condemnation or under a right of eminent domain, or be the subject of any proceedings for any such condemnation or right of eminent domain, the Tenant may, at its option, elect to terminate this Business Lease in its entirety by giving written notice to Owner, in which event this Business Lease shall terminate 20 days after the date of receipt of such notice by Owner. For the purposes of this paragraph, a "substantial portion" of the Lease Premises shall be deemed to include the taking of such portion of the Lease Premises that the Lease Premises have a net reduction of gross floor area of more than ten percent. In the event of any condemnation or eminent domain proceedings, the Tenant shall have the separate right to submit a proof of claim

or may make a claim for damages as to any damages suffered by Tenant as a result thereof.

33. NON-WAIVER OF REMEDY. The waiver by the Owner or the Tenant of any breach or default of any term, covenant or condition of this Business Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Business Lease.

34. NOTICES. All notices and other communications required or permitted under this Business Lease shall be in writing and shall be, as determined by the person giving such notice, either hand delivered; mailed by registered or certified mail, return receipt requested; delivered by overnight delivery service such as Federal Express or United Parcel Service; or by telecopier or telegraphic transmission. Service of such notice shall be deemed given and received when personally delivered, or 3 business days after mailing properly addressed with postage prepaid, or the day sent by telecopier or telegraphic transmission, or the day following the delivery to an overnight delivery service with delivery charges prepaid. All notices shall be given to the required party at the following address:

OWNER:	CHRISTIAN GREEN 200 Tomichi Trail Gunnison, CO 81230
TENANT:	Gunnison Funeral Services

Any party may change its address by giving written notice of a change of address to the other party in the manner above provided.

35. ENTIRE AGREEMENT. This written Business Lease contains the entire and only agreement between Owner and Tenant, and no oral statement or representations not contained in this Business Lease shall be of any force and effect between said parties. This Business Lease shall not be modified or amended in any manner except by written instrument by the parties.

36. APPLICABLE LAW. This Business Lease is executed in Gunnison County, Colorado, and shall be interpreted, construed and governed by the laws of the State of Colorado.

37. JURISDICTION AND VENUE. This Business Lease is entered into in the County of Gunnison and State of Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Business Lease shall be in the District Court of Gunnison County, Colorado.

38. ATTORNEYS' FEES. It is agreed that if any action is brought in a court of law by either party to this Business Lease as to the enforcement, interpretation or construction of this Business Lease, or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

39. INTEREST AND LATE CHARGES. Tenant covenants and agrees that all sums to be paid under this Lease ("Payment Obligation"), if not paid when due, regardless of whether Owner provides Tenant any notice of such delinquent payment, shall bear interest at the rate of 3.0% per month from the date due until the date that the same is paid in full. In addition, if Tenant fails to pay any Payment Obligation on or before its due date, and to cure such failure within 10 days after written notice by the Owner, Owner will impose a late charge in the amount of ten percent (10%) of the sum due, which late charge is immediately due upon the expiration of said ten day period, and which shall bear interest retroactively from the due date of the Payment Obligation until it is paid in full. The purpose of this late charge is to defray the expense incident to the handling of delinquent payments. The ten day period referenced herein is not a grace period; any payment not received when due is in default.

40. BINDING AGREEMENT. It is understood and agreed that this Business Lease shall be binding upon the heirs, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this Business Lease is executed the day first above written.

OWNER

TENANT

CHRISTIAN M. GREEN

Gunnison Funeral Services

By: 
Christian Green, Manager


Gunnison Funeral Services

Date: 5/24/23

Date: 5-12-2023

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Temporary Road Use Agreement; City of

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: City of Gunnison

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a Temporary User Permit on CR 49 for the annual City of Gunnison fireworks display. The biggest change to the document is that the term has been changed to auto renew unless terminated by the parties. This provides stability to this important local event.

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:

Legally sufficient. SO 6/9/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/9/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/20/2023

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT ("Agreement") is made and entered into on this ___ day of _____, 2023, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, whose address is P.O. Box 239, Gunnison, Colorado 81230 (hereinafter "City of Gunnison") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Gunnison County").

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF PERMISSION TO USE.

Gunnison County grants to the City of Gunnison temporary permission to close a portion of County Road 49 at its intersection with Teller Street in the City of Gunnison and extending east to the intersection with the I-Bar access road (the "Property") in order to celebrate the United States Independence Day holiday aka the Fourth of July ("Independence Day") and only as set forth herein.

2. TERM OF USE.

The City of Gunnison shall be permitted to temporarily close the Property for all use at 7:00 a.m. on the day of the aerial display and will re-open by 8:00 a.m. the following day, for a maximum period of 25 hours ("Closure"). This agreement shall automatically renew annually until terminated by written notice from either party transmitted to the other party at least forty-five (45) days in advance of the Independence Day holiday in the calendar year in which a party seeks termination, unless Independence Day has already passed in such calendar year, in which case the terminating party must provide such notice at least fifteen (15) days in advance.

3. CITY OF GUNNISON'S USE LIMITED.

The City of Gunnison's use of the Property shall be for sole and exclusive purpose of conducting an aerial display special event for the benefit of the public in order to celebrate Independence Day. Any other use of the Property by the City of Gunnison is strictly prohibited without the prior express written permission of Gunnison County.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES.

a. Except as is set forth in this Paragraph 4(a), the City of Gunnison shall prohibit all use of the Property for travel or access by the public, including but not limited to pedestrian, bicycle, and motor vehicle traffic. The City of Gunnison shall permit, Gunnison County personnel, first responders, and law enforcement to use the Property during the Closure in the course of their official duties. The City of Gunnison may permit its own personnel and contractor traffic for the set-up, conduct, and clean-up of an aerial display special event, or other activities reasonably necessary in order to accomplish the purposes set forth in Paragraph 3 of this Agreement. The Closure shall comply with

traffic control standards as outlined in the current Manual on Uniform Traffic Control Devices, as amended.

b. GOVERNMENT IMMUNITY. The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

c. The City of Gunnison shall name Gunnison County as an additional insured, or has the named benefit of, the insurance coverage of the City of Gunnison regarding the aerial display special event, with limits no less than:

Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, 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, the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (**\$1,195,000.00**).

The City of Gunnison shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than fifteen (15) days before the Closure.

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

This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

d. The City of Gunnison shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 49 caused by the City's use of the Property under this Agreement.

e. The City of Gunnison shall conduct any aerial display in a manner to keep foreign object debris/damage ("FOD") to a minimum on the Airport Safety and Movement Areas of the Gunnison-Crested Butte Regional Airport ("Airport"). Gunnison County shall reasonably cooperate with the City of Gunnison to mitigate FOD created as a result of the Closure.

f. The City of Gunnison shall keep emergency access routes open through San Juan and Teller streets and keep an emergency access route down County Road 49.

g. The City of Gunnison will be responsible for conferring with, and if reasonably necessary accommodating, the access, agricultural and business or residential needs of all property owners adjacent or proximate to that portion of County Road 49 subject to the Closure.

h. The City of Gunnison will be responsible for fixing any damage caused to fences or other property as a result of the Closure or the conduct of the City of Gunnison in relation to the Closure.

i. The City shall be ultimately responsible for all Notices to Airmen (NOTAM) of the Closure and associated activities, including but not limited to any aerial display.

j. The parties acknowledge that here are several commercial and private or charter flights that depart and arrive at the Airport on a daily basis. The City of Gunnison shall coordinate with Gunnison County Airport operations regarding the status of those flights and shall obtain the permission of Gunnison County prior to commencement of the aerial display, which Gunnison County may withhold in its sole discretion. Gunnison County Airport Operations can be reached at 970-641-2304.

k. During the Closure, for any reason should an aircraft enter this area, Gunnison County shall notify the City and the aerial display shall be immediately halted until the aircraft is safely out of this area.

l. Gunnison County shall coordinate fire protection with the Gunnison Fire Department and the Aircraft Rescue Fire Fighting (ARFF) crew.

m. Airport personnel will monitor Universal Communications Common Frequency (UNICOM) and area traffic during the aerial display time period.

n. The City of Gunnison is responsible for communicating the final plans for each event to Gunnison County in a reasonable timeline.

5. NON-WAIVER.

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

City of Gunnison:
City Manager
P.O. Box 239
Gunnison, CO 81230

Gunnison County:
County Manager
200 East Virginia Avenue

7. SEVERABILITY.

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

8. GOVERNING LAW - BINDING AGREEMENT.

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. ENTIRE AGREEMENT.

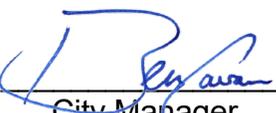
This instrument constitutes the entire Agreement between Gunnison County and the City of Gunnison, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

10. VENUE.

Venue for any and all legal actions regarding this Agreement shall solely lie in the District Court in and for the County of Gunnison and State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

CITY OF GUNNISON, a Colorado home-rule municipality

By:  _____
City Manager

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairman

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Temporary Road Use Agreement; Elk Run

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Elk Run 5K

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is for the closure of Peanut Lake Road outside of Crested Butte for the Emma Coburn Elk Run 5K on September 30, 2023. The applicant has met all the requirements for this permit.

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:

Legally sufficient. SO 6/13/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/13/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 6/20/2023

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT (hereinafter "Agreement") is made and entered into on this ___ day of _____, 2023, by and between Elk Run 5K, whose address is 2530 28th Street, #117, Boulder, Colorado 80301 (hereinafter "Elk Run 5K") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Gunnison County").

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF PERMISSION TO USE.

Gunnison County grants to the Elk Run 5K temporary permission to close a portion of County Road 4 (Peanut Lake Road) (the "Property") only as set forth herein.

2. TERM OF USE.

Elk Run 5K shall temporarily close a portion of County Road 4 (Peanut Lake Road), September 30, 2023 at 7:00 a.m. for all use and will re-open at 1:00 p.m. on September 30, 2023.

3. ELK RUN 5K'S USE LIMITED.

Elk Run 5K's use of County Road 4 (Peanut Lake Road) shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a 5K run special event in accordance with previous historical use of the Property for such event.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES.

a. Elk Run 5K shall ensure the full closure of County Road 4 (Peanut Lake Road) from its intersection with Butte Avenue to the end of the event route to all vehicle traffic, with the exception of Gunnison County personnel, emergency vehicles, law enforcement, and contractor traffic for the set-up, conduct and clean-up of the 5K run special event.

b. **GOVERNMENT IMMUNITY.** The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

c. Elk Run 5K shall ensure that Gunnison County is named as an additional insured with limits no less than:

Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, 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, the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00).

Elk Run 5K shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than Friday, September 15, 2023.

Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by Elk Run 5K or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

d. Elk Run 5K shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 4 (Peanut Lake Road) caused by their use of the Property under this Agreement.

e. Elk Run 5K will need to keep emergency access routes open through Butte Avenue and keep an emergency access route down County Road 4 (Peanut Lake Road).

f. Elk Run 5K will be responsible for communicating with residents at least 24 hours in advance of the scheduled event for access needs they have during the road closure period. Elk Run 5K will notify the lessees of the ranches that could possibly have animals in the pastures along County Road 4 (Peanut Lake Road).

g. Should any damage happen to adjacent fences, Elk Run 5K will be responsible for fixing the damage.

5. NON-WAIVER.

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

Elk Run 5K:

Emma Coburn
2530 28th Street, #117
Boulder, CO 80301

Gunnison County:

Board of County Commissioners
of the County of Gunnison, Colorado
c/o County Manager
200 East Virginia Avenue
Gunnison, CO 81230

7. SEVERABILITY.

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

8. GOVERNING LAW - BINDING AGREEMENT.

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. INDEMNIFICATION

Elk Run 5K 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 Elk Run 5k or its employees, participants, spectators, vendors 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. ENTIRE AGREEMENT.

This instrument constitutes the entire Agreement between Gunnison County and Elk Run 5K, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

11. VENUE.

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

ELK RUN 5K

By: 
Joel Vosburg

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, County Manager

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Off-Airport Ground Transportation Agr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Ajax Express dba Black Canyon Limousine

Term Begins: 07/01/2023

Term Ends:

Grant Contract #:

Summary:

Off-Airport transportation agreement to shuttle passenger to and from the Airport. One year term with the option to renew for two additional one year terms.

Fiscal Impact: Annual vehicle fees and 10% gross revenue fees

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 6/14/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/13/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/13/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/20/2023

OFF-AIRPORT GROUND TRANSPORTATION AGREEMENT
Gunnison-Crested Butte Regional Airport

THIS GROUND TRANSPORTATION AGREEMENT, made as of _____, between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO (hereinafter "County"), and **Ajax Express dba Black Canyon Limousine** (hereinafter "Operator") witnesses:

WHEREAS:

- A. The County owns and operates the Gunnison-Crested Butte Regional Airport (hereinafter "Airport") which includes the Airport building complex (hereinafter "terminal") and does maintain various spaces for the use of the public, and from time to time does and shall license and/or lease and/or permit and/or contract for the use of parts of these areas to various individuals, partnerships, corporations or entities to serve the users of the Airport; and
- B. The County has adopted Resolution 96-54 (hereinafter "Resolution") requiring that a ground transportation commercial operator shall conduct business at the Airport only pursuant to a written agreement with the County; and
- C. The Resolution sets the fees to be paid by a ground transportation commercial operator pursuant to such a written agreement; and
- D. Operator is engaged in the commercial business of ground transportation of persons and desires to use a portion of the Airport for the loading and unloading of such persons; and
- E. Operator does not have a current written agreement with County regarding use of the Airport; and
- F. County and Operator desire to enter into a written agreement establishing and specifying the conditions under which Operator may conduct a ground transportation commercial operation at the Airport.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and the Operator do hereby mutually undertake, promise and agree, each for itself, to successors and assigns, as follows:

1. DEFINITIONS

- 1.1 "Commercial Vehicle" shall mean any vehicle, which provides for the carriage of persons or property to and from the Airport for which the passenger, either directly or indirectly, pays a charge. This definition expressly includes each vehicle used by any off Airport car rental entity to transport a customer of that entity to or from the Airport. This definition expressly excludes rental vehicles driven by the consumer.
- 1.2 "Courtesy Vehicle" shall mean a vehicle, regardless of size, which regularly carries persons between the Airport and off Airport locations for which no charge is paid, either directly or indirectly by passenger.
- 1.3 "Airport Manager" shall mean the Manager of the Airport or any individual designated by the Manager to act in his or her behalf.
- 1.4 "Employee" shall mean any employee, officer, or director of an Operator, or any other individual who operates a Commercial Vehicle or provides other service at the Airport for an Operator, and includes an individual Operator.
- 1.5 "Ground transportation commercial operation" shall mean any individual, partnership, corporation or other entity which provides ground transportation of humans, including but not limited to transportation by taxicab, van, limousine or bus, for a fee.
- 1.6 "Rental Car Operator" shall mean any individual, partnership, corporation, joint venture, or other entity which provides rental, for a fee.
- 1.7 "Person" shall mean any individual, partnership, corporation, joint venture, or other legal entity.
- 1.8 "Operator" shall mean the owner or operator of a Commercial Vehicle. Corporations, partnerships and other entities controlled by the same individual or group of individuals shall, for purposes of this Policy, be considered to be a single Operator. The actions and omissions of all employees, officers, directors, and agents of an Operator shall be deemed to be the acts or omissions of the Operator. Whenever an obligation, condition or requirement applies to an Operator, it shall apply equally to the Operator's employees, officers, directors and agents.
- 1.9 "Solicitation" shall mean communication or attempted communication for the purpose of encouraging a potential customer to engage an Operator for transportation in a Commercial Vehicle. Solicitation includes, but is not limited to, distribution of hand bills, mime and oral communication, the display of signs, other than pre-arranged reservations as outlined in this Plan.

- 1.10 "Taxi" shall mean a chauffeur-driven vehicle for hire having a capacity of seven passengers or less and which operates on demand over routes determined by the destination of the passenger.
- 1.11 "Terminal" shall mean the passenger terminal building at the Airport for scheduled air carriers.
- 1.12 "Gross Revenues" or "Gross Receipts" shall mean all amounts received by Operator, or which Operator is entitled to receive for the transportation of passengers to and from the Airport. For car rental entities, gross sales are defined as time and mileage revenues for car rentals in all other cases gross sales are defined as the aggregate gross selling price of transportation to and from the Airport.
- a. Gross revenues or gross receipts to the Operator shall be deemed received at the time the sales, lease or service transaction occurs giving rise to Operator's right to collect said monies, regardless of whether said transaction was conducted in person, by telephone, by wire (FAX, telex, etc.), by mail or by any other method of information transmission, whether the transaction was for cash or credit.
 - b. Gross revenues or gross receipts shall not include: (1) federal, state or municipal sales taxes separately stated and collected from customers; (2) amounts Licensee receives, or is entitled to receive, for refueling motor vehicles owned or leased by it; (3) amounts Licensee receives, or is entitled to receive, for charges for insurance coverage, including but not limited to personal accident insurance premiums and collision damage waiver charges.

2. USE OF AIRPORT FACILITIES

2.1 Grant of Non-Exclusive Use. Subject to the terms, limitations and conditions of, and to the extent Operator is authorized by the Agreement to operate Commercial Vehicles at the Airport, Operator is granted the non-exclusive use in common with others similarly authorized, of the loading, unloading and parking areas as directed by the Airport Manager.

2.2 Limitation on Use.

- a. Operator's use of the Airport authorized and granted herein shall be limited to the operation of a ground transportation commercial operation for the carriage of persons or property.

- b. Operator's use of the Airport or any portion thereof, including any exclusive use spaces, may be temporarily restricted by the Airport Manager to the extent the Manager deems necessary to protect or enhance public health or safety, in the event of emergency or as necessary for security.

3. OBLIGATIONS OF OPERATOR

- 3.1 Acquire necessary permits and licenses associated with the lawful operation on its business upon the Premises.
- 3.2 Comply with all Airport Minimum Standards and Rules and Regulations, all City and County regulations and ordinances, all State and Federal regulations and laws, and all applicable sales and use tax requirements, effective at the time of this Lease and throughout the Primary and Renewal Terms hereunder.
- 3.3 Operator agrees to pay all wages, all applicable Federal and State withholding taxes, Social Security payments (FICA) Unemployment and Worker's Compensation for all of its employees. Any breach of these provisions shall be deemed a material breach of this Lease.

4. FEES, PERCENTAGE of GROSS and REPORTING

- 4.1 **Payment of Fees.** Operator agrees to pay the County fees for vehicles that are owned or leased and operated by Operator as consideration for such permit for the uses, services and privileges granted hereunder, according to the following schedule:

- a. **Annual Permit Fees**

**\$600.00 (six hundred) per cab/limo/SUV Limo per year,
\$850.00 (eight hundred and fifty) per van (9 seats or more) per year, and
\$1,200.00 (one thousand, two hundred) per bus/motor coach (21 seats or more)
per year.**

This fee is due and payable as a prerequisite to execution by the County of this Ground Transportation Agreement.

If Operator operates any vehicle for any amount of time at the Airport during the Term of this Agreement, Operator shall owe a fee for that vehicle.

If the Operator fails to register a vehicle used on the Airport, the County will send a bill for that vehicle(s) and a fine per incident per vehicle according to the Ground Transportation Rules and Regulations.

b. Percentage Gross Revenue

Further, Operator shall pay the County **10% (ten percent)** of Operator’s gross sales derived from the aggregate gross selling price of all goods and services and receipts of all ground transportation transactions, at, to, from, within or from any part of the Airport facility to include any Fixed Base Operator (FBO) Service operated at the Airport, in monthly installments on or before the last day of each month for the previous month. The gross sales fee shall be for each individual Airport Ground Transportation fare or service.

4.2 A signed report must accompany payments which will include the month and dollar amount derived from Airport generated business.

4.3 If the Permit Holder has not conducted business during any given period, a signed report stating such is still due.

4.4 All payments to be made will be considered delinquent if not received by the last day of the month in which the payment became due. In addition to such delinquent payment, a late charge of **\$200.00 (two hundred)** will be assessed on the delinquent payments and interest will accrue on the delinquent payment at a rate of **18% (eighteen percent)** per month on all delinquent balances.

4.5 In place of the fees described in paragraph 4.1, a. and b., Operator may pay for a single permit according to the following rate schedule:

**\$175.00 (one hundred and seventy five) per cab/limo per trip,
\$250.00 (two hundred and fifty) per van per trip, and
\$500.00 (five hundred) per bus/motor coach per trip.**

5. TERM

5.1 Subject to earlier suspension or termination as hereinafter provided, the term of this Lease shall be a one (1) year period commencing July 1, 2023, and ending June 30, 2024 (the “Initial Term”). At the request of the Operator, the term of this Lease may be renewed at the sole discretion of the County for up to two (2) additional terms of one (1) year each. The first additional term commencing July 1, 2024 through June 30, 2025 and the second

additional term commencing July 1, 2025 through June 30, 2026 and upon the same terms and conditions as the Initial Term (except as otherwise provided herein).

6. INSURANCE.

A Certificate of Insurance listing the following coverage's must be provided upon signing of the operator agreement:

Comprehensive General \$1,195,000 combined single limit (Public) Liability for bodily injury and property damage (other than automobile)

Automobile Bodily Injury \$2,000,000 per individual

Automobile Property \$1,195,000 per occurrence

Damage Liability

Workers Comprehensive As required by the State of Colorado Liability

Without limiting its liability, Concessionaire agrees to carry and keep in force an insurance policy naming both Gunnison County and Gunnison-Crested Butte Regional Airport as additional insured on the certificate. Proof of Workers Compensation must also be provided.

7. INDEMNIFICATION OF BOARD.

Operator agrees to defend, indemnify, and hold harmless the Board of County Commissioners of Gunnison County, Colorado, the elected and appointed officials and the employees and agents of Gunnison County (hereinafter "Gunnison County") from and against all liability losses, costs, charges, penalties obligations, expenses, attorney fees, litigations, judgments, damages, claims and demands of any kind what so ever; collectively "Claims" in connection with arising out of, or by any reason related to Operator's business or its actions pursuant to this lease.

8. PARKING AND OPERATION OF VEHICLES.

Operator agrees to observe the following requirements with respect to parking and operation of Commercial Vehicles at the Airport:

- 8.1 Any operator who awarded exclusive use of parking space in the sole discretion of the Airport Manager shall utilize such space for loading prior to utilizing non exclusive spaces.
- 8.2 Operator shall not park Commercial Vehicles at the Airport overnight, unless specifically authorized by prior agreement with the Airport Manager.
- 8.3 Operator shall load and unload passengers and property and shall park Commercial Vehicles only in areas designated for Commercial Vehicle and Operator's use.
- 8.4 Operator shall adhere to traffic laws, posted signs and pavement markings.
- 8.5 Commercial Vehicles shall not be left unattended in loading and unloading spaces except as may be necessary to assist a passenger with baggage, or locate an incoming passenger with reservations in the area designated by the Airport Manager. If a vehicle is to be left unattended for longer than 30 minutes, it may be removed by the County to a holding area.
- 8.6 Operator shall not operate any Commercial Vehicle to, at, or from the Airport which is unsafe or which fails to meet safety standards applicable to such vehicle.
- 8.7 Operator shall at all times obey the lawful instructions of the Airport Manager with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport, and the conduct of Employees at the Airport.

9. PROVISION OF AUDIT AND INFORMATION.

- 9.1 Operator shall monthly provide the Airport Manager with information on the number, destination, and/or origin of passengers transported to and from the Airport, on forms established by the Airport Manager, no later than the 10th day of the month following the month in which service to or from the Airport has been provided. Statement shall be signed and certified as correct by an official of the Operator authorized to so certify.
- 9.2 Operator shall submit to the Airport Manager, upon request, copies of current, city, county, state or other permits or licenses pertaining to transportation of passengers and/or freight.
- 9.3 Annually, within thirty (30) days after the end of every operations year, at the expiration of the Operator's term and upon assignment of Operator's rights hereunder, Operator shall file a statement of gross revenues or gross receipts

reportable under this Agreement, which report shall be prepared, signed and certified as correct by a corporate officer of Operator.

9.4 Operator shall maintain full and accurate books of account and records from which "gross revenue" and "gross receipts," as defined herein, the amount and nature of all business transacted on or through the Airport and the amount of percentage rental owed the County hereunder, particularly as it relates to all revenues or receipts attributable to Operator's business conducted at the Gunnison County Airport, can be determined and verified, according to standard and accepted accounting and auditing practices. The books of account and records that Operator must maintain must include, but need not be limited to, legible, true and accurate copies of all written and electronic records and reports kept in the normal course of Operator's business including, without limitation, all motor vehicle rental contracts, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, annual federal income tax returns, state sales tax returns and all Airport-related revenue reports submitted by Operator to its franchisor. These books and records shall be maintained on a current basis and shall be stored at LICENSEE'S principal location for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as County reasonably may direct in writing.

9.5 The County reserves the right to conduct audits of Operator's books of account and records, which audits may be conducted upon reasonable notice to Operator and during Operator's normal weekday business hours. In performing said audits, County shall be entitled to review, and Operator shall be obligated to provide the County, all of the books of account and records that Operator obligated to maintain pursuant hereto, as well as other documents and files in Operator's possession, custody or control at the time County advises Operator of its desire to audit Operator's records, that the County, or its auditor, believe, in their sole discretion, are useful, relevant or necessary to determine or verify the correct amount of gross revenues enjoyed by Operator, and the correct amount of percentage rental owed by Operator to the County, for the period involved. Should Operator fail to maintain the books of account and records required to be maintained pursuant hereto, or should Operator fail to permit County or its auditor to review Operator's books and records, and other documents and files, as required by this subparagraph, said default is agreed by the parties to be a material breach of this Agreement and Operator agrees to pay, as liquidated damages for such breach, an additional amount equal to fifty (50%) percent of the verifiable costs, fees and charges due from Operator hereunder for the period in question. If any audit shows percentage rentals and other charges that should have been paid to the County by the Operator pursuant to this Agreement were understated or

underpaid for any period involved, Operator shall, within thirty (30) days notice of any such deficiency, pay to the County the full amount underpaid, plus eighteen percent (18%) interest, on such underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds exactly one (1.0%) percent of the total annual percentage rental that was owed by Operator to the County for the audit period involved, Operator, in addition to paying the County the underpayment owed and interest accrued thereon, shall within thirty (30) days' notice reimburse the County for the cost of the audit not to exceed Fifteen Hundred Dollars (\$1,500.00). If the audit discloses overpayment of the percentage rentals paid to the County by Operator, the County shall refund the amount of overpayment to Operator within thirty (30) days of said audit. The County shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the County's rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

10. RATE CARDS.

Operator shall submit to the Airport Manager a current rate at the beginning of each month.

11. CONDUCT OF OPERATOR AND EMPLOYEES.

11.1 Operator shall make all Employees aware of Operator's responsibilities under this Agreement.

11.2 Operator and its Employees shall not engage in solicitation at the Airport. The Operator and its Employees are expressly forbidden from engaging in any form of solicitation with individuals or groups other than the pre-arranged reservation and shall not loiter in the Terminal or its environs nor enter the security screening area. Employees entering the Terminal Building for the purpose of meeting pre arranged reservations shall be subject to the following specific restraints:

- a. The Employee/Operator will not be allowed in the building earlier than 30 minutes prior to the current scheduled flight arrival of the person or group reservation being met.
- b. The Employee will carry a sign meeting the specific size requirements of no larger than 12 inches by 18 inches and will contain only the name of the individual or group being met.

- c. The Employee will remain in the bag claim area of the terminal until making contact with the pre-arranged reservation. At no time shall the Employee roam the Terminal building, display, or stand in an area other than that designated by Airport Management for meeting pre-arranged reservations.
 - d. Upon contacting the reserved party or individual, the operator will immediately guide that party outside to their waiting transportation.
- 11.3 Only Employees who are properly licensed and qualified with respect to the Commercial Vehicle operated shall be permitted by Operator to operate such vehicle upon the Airport.
- 11.4 Employees shall at all times have a neat, clean and modest appearance. Clothing shall include shoes and shirts and may bear reasonable insignia indicating affiliation with Operator. Personnel must demonstrate professional and courteous conduct at all times while on the Airport.
- 11.5 Employees may meet reservations at baggage pickup area, and may display a sign (per section 11.2) with the passenger(s) or group name, but may not loiter in the terminal after making contact.
- 11.6 At the discretion of Airport Management, Operator violating the above rules and regulations will be prohibited from conducting further business at Gunnison County Airport for a period of 30 days. Second time or habitual violators may be permanently barred from conducting business at the Gunnison Crested Butte Regional Airport.
- 11.7 Operator shall ensure that all Employees attend an airport orientation session prior to commencement of operations which will be scheduled as needed.
- 11.8 Operator shall at all times obey the lawful instructions of the Manager with respect to the loading, unloading, parking and operation of Commercial Vehicles upon the Airport, and the conduct of Employees at the Airport.
- 11.9 Any violation or complaint of an Operator's employee will be forwarded to the respective person noted below.

12. REGISTRATION OF COMMERCIAL VEHICLES.

- 12.1 Operator agrees to register with the Airport Manager each Commercial Vehicle it utilizes in providing service at the Airport, and not to use any unregistered vehicle

to provide such service. The Commercial Vehicles listed on the Registration Sheet annexed hereto as Exhibit 1 are hereby registered.

- 12.2 Operator agrees that prior to using at the Airport any Commercial Vehicle not registered above, may bring said vehicle and registration to the Airport for registration by the Airport Manager.
- 12.3 Operator must submit written notice of change of registration of vehicles by the 15th of each month.
- 12.4 Any decals issued by the Airport Manager shall be displayed at all times in the lower righthand corner of the front windshield of each Commercial Vehicle operating at the Airport. Operator shall operate no Commercial Vehicle at the Airport which does not display a current decal, without the Airport Manager's prior approval.
- 12.5 Each Commercial Vehicle operated at the Airport shall bear a display or sign which clearly discloses the identity of Operator or of a trade name under which Operator does business at the Airport.

13. TERMINATION, SURRENDER AND DAMAGES

13.1 Termination by Operator.

Operator may terminate this Agreement, by providing 30 days written notice to the Board. Termination shall not entitle Operator to a refund of any fees paid in advance.

13.2 Termination or Suspension by Board.

- a. If Operator fails to make any payment due hereunder within ten (10) days after notice of the overdue payment is sent to Operator at the address set forth for Operator herein, Board may, at its option, and in addition to other remedies, terminate this Agreement.
- b. The Board shall also have the right to terminate this Agreement in the event of the appointment of receiver of Operator's assets or the default by Operator in the performance of any covenant or agreement herein required to be performed by Operator other than the payment of money, and the failure of Operator to remedy such default for a period of twenty (20) days after receipt from Board of written notice to remedy the same.

- c. Notwithstanding the provisions of paragraph 13.2.b. above, if Operator fails to observe its obligations under Paragraph 3 Obligations of the OPERATOR, Paragraph 8 PARKING and OPERATION of VEHICLES and Paragraph 11 CONDUCT of OPERATOR and EMPLOYEES of this Agreement or any predecessor Agreement between the parties, the Board, through the Airport Manager may:
- i. Issue written warnings to the Operator;
 - ii. Suspend, by written order, the Operator's authority under this Agreement to operate to, from and upon the Airport for any period of up to 30 days for each such violation, or;
 - iii. Suspend, by written order, an Employee's authority to operate a commercial vehicle to, from and upon the Airport for any period of up to 30 days for each such violation, or;
 - iv. Terminate by written order, the Operator's authority under this agreement to operate from and upon the Airport for multiple violations within the same calendar year, which year is agreed to be December 1 through November 30.

13.3 Delayed Termination or Suspension.

In the event of default by Operator, the Airport Manager in his/her discretion may impose termination or suspension of authority immediately, as set forth in Section 13.2 above, or delay such suspension or termination for imposition during the next period in which Airport enplanements again approximate the period during which the violation(s) occurred. Violations and defaults under this Agreement may be considered by the Airport Manager in imposing suspensions or termination under any successor agreement.

14. ASSIGNMENT

- 14.1 Assignment. Operator shall not at any time assign its rights under this Agreement or any part thereof without the written consent of Board; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator. No such assignment shall release Operator from its obligations to pay any and all of the rentals and charges and to otherwise perform Operator's obligations set forth herein.

14.2 Successors to Board. The rights and obligations of Board under this Agreement may be assigned by the Board, at the option of the Board, and without the necessity for the concurrence of the Operator in any such assignment.

15. OTHER AGREEMENTS

15.1 Airport Rules and Regulations. Operator agrees to observe and obey rules and regulations that may be adopted by Gunnison County from time to time respecting use of the Airport.

15.2 Agreement Subordinate. This Ground Transportation Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport.

15.3 Non-Discrimination. The Operator, in operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law. The Operator shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

15.4 County reserves the right to grant leases, licenses, uses, permits or rights including but not limited to additional ground transportation agreements to other parties to operate on the Airport.

15.5 The County reserves the right to direct, in its reasonable discretion, Operator's operations in the event that Licensee's operations are unreasonably interfering with the use by others of the Airport; e.g., to restrict the use of "public" areas of the terminal and public-access curbs, sidewalks and roadways in favor of the traveling public.

15.6 County reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, and/or terminal including existing vehicle and pedestrian traffic patterns, as County deems appropriate, without interference or hindrance by the Operator, and County shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Premises occasioned by such County activities.

15.7 Uncontrollable Circumstances. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of these terms, covenants or conditions of this Agreement, due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of

God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstances for which such party is not responsible or which it is not in its power to control.

15.8 It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

16. MISCELLANEOUS PROVISIONS

16.1 Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

16.2 Time of Essence. Time is of the essence in this agreement

16.3 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

16.4 Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

16.5 Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, by the Board of County Commissioners of Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

16.6 Advice of Independent Counsel. Each party to this Agreement has sought and obtained, to the degree it has deemed necessary and beneficial, the advice of independent legal counsel regarding this Agreement.

16.7 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the Board or Operator in their rights and obligations contained in valid covenants, conditions or provisions.

16.8 Effect of Agreement. All covenants, conditions and provisions in this Agreement shall

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

BY

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

Attest:

Melanie Bollig

OPERATOR

By  _____
Owner

Attest:

EXHIBIT A

Pursuant to paragraph 4.1 of this agreement the following vehicle(s) will be utilized by Ajax Express dba. Black Canyon Limousine for pick up services:

Year	Make	Model	VIN #	License Plate
<u>2017</u>	<u>Chevrolet</u>	<u>Suburban</u>	<u>1GNSKHKC0HR200870</u>	<u>5316265</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

Policy number: 02900585

Underwritten by:
Artisan and Truckers Casualty Co
NAIC Number: 10194
June 12, 2023
Page 1 of 2

Certificate of Insurance

Certificate Holder

Additional Insured
Gunnison-Crested Butte Regional Airport
519 Rio Grande Avenue
Gunnison, CO 81230

Insured

AJAX EXPRESS LLC
1106 DALE AVE
ASPEN, CO 81611

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Nov 27, 2022

Policy Expiration Date: Nov 27, 2023

Insurance coverage(s)

Limits

Bodily Injury/Property Damage

\$2,000,000 Combined Single Limit

Uninsured/Underinsured Motorist

\$2,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2019 CHEVROLET SUBURBAN 1GNSKHKC1KR116290

Comprehensive

\$5,000 Ded

Stated Amount

\$15,000

Collision

\$5,000 Ded

2018 LINCOLN NAVIGATOR 5LMJJ3LT3JEL04185

Comprehensive

\$5,000 Ded

Stated Amount

\$30,000

Collision

\$5,000 Ded

2017 CHEVROLET SUBURBAN 1GNSKHKCOHR200870

Comprehensive

\$5,000 Ded

Stated Amount

\$20,000

Collision

\$5,000 Ded

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be 'K. P. M.' with a stylized flourish at the end.

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886



Policy number: 02900585

Underwritten by:
Artisan and Truckers Casualty Co
NAIC Number: 10194
June 12, 2023
Page 1 of 2

Certificate of Insurance

Certificate Holder

Additional Insured
Gunnison Country
200 E. Virginia Ave
Gunnison, CO 81230

Insured

AJAX EXPRESS LLC
1106 DALE AVE
ASPEN, CO 81611

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Nov 27, 2022

Policy Expiration Date: Nov 27, 2023

Insurance coverage(s)

Limits

Bodily Injury/Property Damage

\$2,000,000 Combined Single Limit

Uninsured/Underinsured Motorist

\$2,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2019 CHEVROLET SUBURBAN 1GNSKHKC1KR116290

Comprehensive

\$5,000 Ded

Stated Amount \$15,000

Collision

\$5,000 Ded

2018 LINCOLN NAVIGATOR 5LMJJ3LT3JEL04185

Comprehensive

\$5,000 Ded

Stated Amount \$30,000

Collision

\$5,000 Ded

2017 CHEVROLET SUBURBAN 1GNSKHKCOHR200870

Comprehensive

\$5,000 Ded

Stated Amount \$20,000

Collision

\$5,000 Ded

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be "K. P. M." with a stylized flourish at the end.



MARKEL INSURANCE COMPANY

MEMBER CERTIFICATE

CERTIFICATE NUMBER: W02321002

DATE: 10/17/2022

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH THE FOLLOWING:

MASTER POLICY NUMBER: M1RPA0000500002100

FIRST NAMED INSURED (MASTER POLICY HOLDER): Sports, Leisure and Entertainment Risk Purchasing Group

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE MASTER POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS CERTIFICATE.

NAMED INSURED (CERTIFICATE HOLDER)

Name and Mailing Address (No., Street, Town or City, County, State, Zip Code):

Ajax Express LLC
DBA: Packrat Colorado
1106 Dale Avenue, Aspen, CO 81611

Effective Date: 01/12/2023 at 12:01 AM EDT

Expiration Date: 01/12/2024 12:01 AM

This replaces prior Certificate Number:

Plan Administered By

K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

Insurer

Markel Insurance Company
10275 West Higgins Road, Suite 750
Rosemont, IL 60018

Contact Information

Name: SCU - Outfitters & Guides
Phone 1-877-783-1161
Fax: 1-260-459-5502
Email: OandG@kandkinsurance.com

Producer Name And Mailing Address

K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

To Report A Claim

By Phone: 1-800-237-2917
By Fax: 1-312-381-9077
By E-mail: KK.Claims@kandkinsurance.com
By Mail K&K Insurance Group, Inc.
1712 Magnavox Way P.O. Box 2338
Fort Wayne, Indiana 46801
Online: www.kandkinsurance.com

Description Of Operations, Premises, And Operations

Description Of Operations:

Kayak/Canoe/Raft/Tube/Paddle & Surf Board Rental Operations Class I, II, III rivers, flatwater (non-guided/guided), Livery, shuttle or transport services for your own operations

Premises And Operations:

Location No.	Address	Operations
	Refer to coverage form MGL1576	

Limits of Insurance

Commercial General Liability

General Aggregate	\$5,000,000	
Products/Completed Operations Aggregate	\$1,000,000	
Personal And Advertising Injury	\$1,000,000	Any One Person or Organization
Each Occurrence	\$1,000,000	
Damage to Premises Rented To You	\$300,000	Any One Premises
Medical Expense	EXCLUDED	Any One Person

Additional Coverages

In addition to the Commercial General Liability coverages shown above, the following additional coverages are provided. If a coverage is not listed below, such coverage, including its corresponding endorsement, does not apply to this Member Certificate.

Limit Of Insurance

Endorsements

Forms and endorsements applying to this Member Certificate and made part of the policy at time of issue:

Refer to master policy including all state amendatory endorsements applicable to the state of this Member Certificate

This Member Certificate, together with the Coverage Form and any Endorsement(s) attached to the Master Policy, complete the above numbered certificate. Coverage is subject to all terms, conditions, limitations, exclusions, and other provisions contained therein.

Member Certificate Premium

Commercial General Liability Premium: \$1,050.00

To review the Master Policy: Please send a written request to the Plan Administrator shown above.

Countersigned: 10/17/2022
Date

By: 
AUTHORIZED REPRESENTATIVE

**COLORADO PUBLIC UTILITIES COMMISSION
PERMIT TO OPERATE AS
A LIMITED REGULATION CARRIER**

LUXURY LIMOUSINE PERMIT NO. LL-03463

Ajax Express, LLC
1106 Dale Avenue
Aspen, CO 81611

The Colorado Public Utilities Commission has issued the above named motor carrier a permit to operate as a LUXURY LIMOUSINE under part 3 of Article 10.1 of Title 40, C.R.S.

This permit is proof the motor carrier complied with the Motor Carrier of Passenger - Limited Regulation permit issuance requirements. The current status of the permit may be checked online by selecting the Transportation menu at www.colorado.gov/dora/puc.

Commission Rules require that the motor carrier must maintain evidence of its authority or permit at its principal place of business and, upon request, shall immediately present it to any enforcement official. C.C.R. 723-6-6010(c)

To maintain the permit, full compliance with the laws of the State of Colorado, the rules of the Commission, and all Commission Decisions is required. Failure to comply will result in civil penalties or revocation of the permit.

This permit is valid from December 12, 2022 through December 12, 2023.

Dated at Denver, Colorado, December 12, 2022.



WITNESS MY HAND AND THE SEAL OF
THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

A handwritten signature in black ink, appearing to read 'G. Harris Adams', is written over a horizontal line.

G. HARRIS ADAMS
INTERIM DIRECTOR

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Division of Aeronautics Disc

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and CDOT - Aeronautics Division

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Discretionary grant funding from CDOT for the federally funded GA Apron Rehabilitation

Fiscal Impact: State Funding: \$222,222.00; \$56,843.00

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 6/14/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/9/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/9/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/20/2023



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

Gunnison County, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. **Gunnison County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That **Gunnison County** hereby designates **Richard Lampport** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

Gunnison County has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

Gunnison County hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

APPLICANT SPONSOR: Gunnison County	AIRPORT: Gunnison-Crested Butte Regional Airport	IDENTIFIER: GUC
PROJECT DIRECTOR: Richard Lamport		
MAILING ADDRESS: 519 Rio Grande Ave Gunnison, CO 81230	EMAIL ADDRESS:	rlamport@gunnisoncounty.org
	PHONE NUMBER:	(970) 642-7388

GRANT NAME AND TERMS

23-GUC-02	TERMS	
	Execution Date:	Expiration Date: June 30, 2026

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$279,065.00
Local Cash:	\$279,067.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$5,023,182.00
Total Project Funding:	\$5,581,314.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. A - Participate in Federally Funded GA Apron Rehabilitation	\$222,222.00	Up to 5.00%	\$222,223.00	5.00%	\$4,000,000.00	90.00%	\$4,444,445.00
B. B - BIL - Participate in Federally Funded GA Apron Rehabilitation	\$56,843.00	Up to 5.00%	\$56,844.00	5.00%	\$1,023,182.00	90.00%	\$1,136,869.00
TOTALS	\$279,065.00		\$279,067.00		\$5,023,182.00		\$5,581,314.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

STATE CONTROLLER

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

- 1) Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

 - a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
 - b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
 - c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1a**.
- 2) Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

 - a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
 - b. Unauthorized Modifications.** Except as described in **§2a**., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.
- 3) Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2**), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

STATE CONTROLLER

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

STATE CONTROLLER

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "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 listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
- 5. Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
- 6. Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
- 7. Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee'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. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

STATE CONTROLLER

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee 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 Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee 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 Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. 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 set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee'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 Grantee 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.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

STATE CONTROLLER

in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement 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 Agreement.

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

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement 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 Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, 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.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee 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 Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) 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. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant 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 Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. 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, CRS §24-10-101, *et seq.*, 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, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement 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.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee 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. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee shall 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.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant 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 Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement 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 Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

STATE CONTROLLER

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) "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 CRS §24-72-302; **(b) "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, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) "PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) "PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium 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 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 including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) "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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f) "State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; **(g) "State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) "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; **(i) "State Records"** means any and all State data, information, and records, regardless of physical form; **(j) "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, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) "Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, 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, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee 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 Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

STATE CONTROLLER

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee 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. Grantee shall provide the State with access, subject to Grantee'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 Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it 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 Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee 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 Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Early Childhood

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

funas to support a child maltreatment planning grant

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 6/14/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/13/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/13/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/20/2023



Colorado Department of Early Childhood (CDEC) Budget Template Instructions

General Instructions:

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

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

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

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

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

Contact Information

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

Agency Name: Enter agency's name

Budget Period: Enter budget/ project period dates

Project Name: Enter the project name

Program Contact Name, Title, Phone and Email

Enter agency's program contact information here

Fiscal Contact Name, Title, Phone and Email

Enter agency's program contact information here

Personnel Services (Salaried Employees and Hourly Employees)

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

Column A: Position Title

Example 1: Project Coordinator (salaried)

Example 2: Project Administrator (hourly)

Column B: Description of Work

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

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

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

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

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

*Enter into the Budget Template

Column G: Total Amount Requested from CDEC

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

Total Personnel Services (including fringe benefits)

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

Contractors/Consultants (payments to third parties or entities)

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

Column A: Item

List the name of subcontractor

Example 1: ABC Training, Inc.

Column B: Description of Item

Example 1: Project Towards No Drug Abuse Trainer

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

Column G: Total Amount Requested from CDEC

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

Total Contractors/Consultants

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

Travel

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

Column A: Item

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

Column B: Description of Item

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

Column G: Total Amount Requested from CDEC

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

Total Travel Expenses

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

Supplies & Operating Expenses

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

Column A: Item

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

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

Example 2: Telephone lines/long distance and Internet services

Column B: Description of Item

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

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

Column G: Total Amount Requested from CDEC

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

Total Supplies & Operating Expenses

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

Modified Total Direct Costs (MTDC)

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

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

Indirect Costs

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

Column A: Item

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

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

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

TOTAL

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



**Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM**

Contractor Name	Gunnison County
Budget Period	June 1, 2023 - October 31, 2023
Project Name	Community Based Child Abuse Prevention (CBCAP) Child Maltreatment Plan

Program Contact Name, Title Phone Email	Shonna Gray 970-641-7910 Sgray@gunnisoncounty.org
Fiscal Contact Name, Title Phone Email	Perry Solheim 970-641-2203 Psolheim@gunnisoncounty.org

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

Expenditure Categories						
Personnel Services - Salaried Employees						FFY 2023
Position Title	Description of Work and Fringe Benefits Include: Please enter description	Gross or Annual Salary	Fringe	Number of Months on Project	Percent of Time on Project	Total Amount Requested from CDEC
<i>Project Manager (CMP Coordinator)</i>	<i>Will provide supervision and guidance to Contract Facilitator and will be responsible to ensure deliverables are being met and assist with any challenges identified.</i>	\$65,599	\$17,056	5	15.00%	\$5,166
<i>Interpreter</i>	<i>Will provide interpretation services for community focus group meetings and survey</i>	\$800	\$0	5	100.00%	\$800
		\$0	\$0	0	0.00%	\$0
		\$0	\$0	0	0.00%	\$0
		\$0	\$0	0	0.00%	\$0
		\$0	\$0	0	0.00%	\$0
		\$0	\$0	0	0.00%	\$0
		\$0	\$0	0	0.00%	\$0
Total Personnel Services (including fringe benefits)						\$5,966
Contractors/Consultants (payments to third parties or entities)						FFY 2023
Name	Description of Item					Total Amount Requested from CDEC
<i>Facilitator</i>	<i>Contract facilitator to provide facilitation of the following meetings. Leadership Team Mtg #1 (3-4 hours) to review the parent surveys and county data to begin populating a SWOT analysis (strengths, weaknesses, opportunities and threats). Meeting #2 (3-4 hours) is then held about 1 month later and kicks off with review and finalizing the SWOT, leading into the brainstorming process for action plan priorities. Ideas organized under each of the Channels for Change and mapped to the Colorado Maltreatment Prevention Framework. Meeting #3 (4 hours) includes a process for prioritizing the brainstormed ideas and choosing the final 3-4 priorities for the plan. Meeting #4 (2-3 hours) is dedicated to developing the final action plan for child maltreatment prevention.</i>					\$12,000
<i>Parent Representative</i>	<i>Hourly fee for time and cost associated with the parent representative's participation in the Leadership group \$100x4</i>					\$400
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total Contractors/Consultants						\$12,400
Travel						FFY 2023
Item	Description of Item					Total Amount Requested from CDEC
<i>Mileage</i>	<i>Reimbursement for travel to the four facilitated meetings. Mileage includes travel to the meeting site based on the federal reimbursement rates. Ex: for example 2 (personnel) x .655 (federal per-diem) x 1000 (total miles) that should equal 2 x .655 x 1000 = 1,310</i>					\$1,310
						\$0
						\$0
						\$0
						\$0

10% de minimis Indirect rate:		
		Total Indirect
		TOTAL
		\$24,676

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

STATEMENT OF WORK (SOW)

**GUNNISON COUNTY HEALTH AND HUMAN SERVICES
220 N SPRUCE
GUNNISON, CO 81230**

MAY 18TH, 2023

The Statement of Work (SOW) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all parties involved and ultimately becomes a part of the executed agreement (Contract, PO, etc.). In order to be effective, the SOW must contain an appropriate level of detail so all parties clearly understand what work is required, the duration of the work involved, what the deliverables are, and what is acceptable.

INTRODUCTION/BACKGROUND

Gunnison County has collaboratively been working collaboratively across sectors in order to improve health outcomes for youth and families. The Child Maltreatment Team will leverage this work and our relationships with community partners to create a plan to prevent child maltreatment and help to ensure our community children have safe, equitable environments to thrive in.

SCOPE OF WORK

With the funds available from the Colorado Department of Early Childhood, the Gunnison County CMP Subcommittee will partner with a contracted facilitator to ensure all aspects of the plan are recognized, discussed, and formulated in a timely manner. The CMP Subcommittee will utilize data collections services through Gunnison County Data Coordinator and at least one focus group or community survey. The parent input data will be used to inform the development of a workplan to be completed by the end of October 2023. The workplan will prioritize primary prevention activities to include parental resilience, social connections, concrete supports for parents, knowledge of parenting and child development, and social/emotional competence of children.

PERIOD OF PERFORMANCE

The period of performance will be June 1st, 2023 thru October 31st, 2023

WORK PLAN

This section should include a description of the actual tasks which the project shall require. This should include what tasks need to be completed in order for successful completion of this project/contract. As with all other portions of the SOW, every effort should be made to include as much detail as possible. (This part of the SOW should be completed using the provided work plan template and integrated as part of the SOW)

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Through the engagement of the community, public and private agencies and providers, Gunnison County will develop a Child Maltreatment Prevention Plan. As a result of this process, we will identify needed policies, opportunities for community development, community supports, and direct services for families. Gunnison County will have a workplan that outlines how investments will be directed to existing resources and new, innovative approaches will be used to prevent child maltreatment and promote child well-being.				
Key Activity A: Gunnison County CM pre-plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Identify and convene a group of leaders and family voice (Prevention Subcommittee) (Law Enforcement, Gunnison Valley Health, Gunnison County HHS – Foster Care, CPS. Project Hope of the Gunnison Valley, Gunnison Library)	June 30 th	Monthly in person or by phone meetings to be held with MCP Subcommittee. Subcommittee includes a representative from a major family serving systems within Gunnison County and at least one family voice representative. Generate discussion around a vision for child maltreatment prevention and determine the response.	The Development of a share mission and vision for the work	Juvenile Services Director, CMP Coordinator	State Contractor Funds
Identify and hire a contracted facilitator	June 1 st	An experienced facilitator will be hired to lead the plan for development work for the group.	Signed contract with the selected facilitator and that person’s presence at the meetings starting in June	Juvenile Services Director, CMP Coordinator	State Contractor Funds
Analyze County data to determine community strengths and areas of need (Subgroup)	June/July	Data collection from the Behavioral Health Needs Assessment and current data coordinator. Data will be analyzed at monthly meetings and discussion of the meaning of the data and what the story tells.	Create an outline of what is working and what is not, for families in Gunnison County	Juvenile Services – Director, CMP Coordinator, GRASP, GCSAPP, Health Coalition, CMP Facilitator	State Contractor funds

Compile and discuss services currently available to families and data currently not available	June/July	Determine what services are provided and gaps in services within the county. Utilize the Early Childhood Council Community Survey as an opportunity to solicit feedback towards what is going well, what do families rely on.	Utilization of Gunnison County Data Coordinator. Creation of community survey and focus group goals, methods and questions.	Juvenile Services Director, CMP Coordinator, Members of the prevention's subcommittee	State Contractor funds
Key Activity B: Gunnison County CM Plan creation					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Create Report on findings and share with stakeholders to review information and prioritize action	July/August	Convene partners and parents to share information gathered, identify trends in what is working and areas of need, prioritize action. Discussion to include school readiness, preventative family services, mental health, maternal health, and law enforcement.	Information prioritized and 3-4 areas of focus selected. Information then utilized to draft plan	Juvenile Services Director, CMP Coordinator, Members of the Prevention Subcommittee, and Facilitator	State Contractor funds
Share plan with system professionals and the community to ensure saturation	August/Sept	Information shared at appropriate community gatherings and with appropriate public information officers, school organization, faith community, recreational organizations, and services systems.	Community is aware of the plan. Documentation to ensure entities have been contacted and ensure saturation of information	Juvenile Services Director, CMP Coordinator, and members of the Preventions Subcommittee.	State Contractor funds
Meet as committee with facilitator to create plan draft	Sept	Convene partners and create plan draft with identified goals and outcomes.	Draft plan completed	Juvenile Services Director, CMP Coordinator, and members of the Preventions Subcommittee.	State funds
Monitor and evaluate priorities set in the plan	Sept	CMP Prevention Subcommittee review updated data and implementation of priorities in the community.	Survey of CMP Subcommittee and services providers in the community	Juvenile Services Director, CMP Coordinator	State Contractor funds
Finalize CMP Plan	Oct 31	CMP Plan with strategies prioritized for implementation	Completed CMP Plan	Juvenile Services, CMP Coordinator	State Contractor funds

SCHEDULE/MILESTONES

A workplan will be developed, agreed upon, and shared with the Gunnison County community and professional systems network. The workplan will outline priorities identified via existing data analysis community focus groups, and surveys. Priorities will be agreed upon, to be held following the data analysis and focus group and resources identified as helpful and/or needed in the county. We anticipate findings of increased collaboration and

communication about what resources and knowledge prevents child maltreatment. The group has a goal of revising, improving, and/or expanding current policies and procedures, when possible, for how families access resources prior to child welfare involvement.

ACCEPTANCE CRITERIA

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



VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:

Gunnison County

Address: 200 East Virginia Ave.

City: Gunnison State: CO Zip Code: 81230 County: Gunnison

FEIN #: 84-6000770 State of Incorporation Colorado

Unique Entity Identifier (UEI) (From SAM.gov) NSN9FAGKEDJ9 Fiscal Year End Date (MM/DD) 10/23

Type of Entity (please mark one):

- Individual, Professional Corporation (PC), Sole Proprietor, Not-For-Profit Corporation, Limited Liability Company (LLC), Joint Venture, For-Profit, Limited Liability Partnership (LLP), Government

Primary Contact to Receive ALL Correspondence:

CFO or Financial Contact:

Name: Shonna Gray Title: Nurse Email: sgray@gunnisoncounty.org Phone: 970-641-7910 Name: Perry Solheim Title: Chief Financial Officer Email: psolheim@gunnisoncounty.org Phone: 970-641-2203

Individual Signing Contract:

Invoice Contact:

Name: Matthew Birnie Title: County Manager Email: mbirnie@gunnisoncounty.org Phone: 970-641-0248 Name: Jody Wise Title: accountant Email: jwise@gunnisoncounty.org Phone: 970-641-7679

Additional Contacts for DocuSign Review:

The Department of Early Childhood collects signatures via DocuSign. Please list below any individuals that need to be included in the DocuSign process prior to the final signature (example: Director's Assistant, Attorney, etc):

Name: Title: Email: Sign or CC?

Vendor Specific Instructions for Emails of Preliminary Approval/DocuSign (example: PI/Faculty Member Name):

Is your agency set up for Electronic Deposit with the State of CO? Yes [x] No

If Yes, please list the last 4 digits of the account number payments should be sent to: 9411

How long does your agency and/or board need to review and return the signed contract? 2-3weeks

IMPORTANT - When submitted with a Solicitation, please complete the following:

Vendor should read the entire Solicitation document before submitting a Bid/Proposal/Quote. Solicitation is subject to the conditions stipulated and in accordance with the specifications set forth and/or attached to the Solicitation. All Solicitations shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or job site listed in the Solicitation.

ELECTRONIC OR PRINTED SIGNATURE FROM AUTHORIZED SIGNATORY

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Department of Public Health and Environment

Term Begins: 07/01/2023

Term Ends:

Grant Contract #: Task Order 2024*0701

Summary:

This contract is for \$246,450. from CDPHE for the Public Health Workforce Grant- To advance Colorado's public health workforce capacity through public health transformation by strengthening

Fiscal Impact: \$246,450.00

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 6/16/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/15/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/15/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/20/2023

TASK ORDER

<p>State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246</p>	<p>Contractor 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</p>
<p>Master Task Order Contract Number 23 FAA 00023</p> <p>Task Order Number 2024*0701</p>	<p>Task Order Performance Beginning Date The later of the Task Order Effective Date or July 1, 2023</p>
<p>Task Order Maximum Amount</p> <p>Initial Term</p> <p style="padding-left: 40px;">State Fiscal Year 2024 \$246,450.00</p> <p>Total for All State Fiscal Years \$246,450.00</p>	<p>Task Order Expiration Date November 30, 2027</p> <p>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.</p>
<p>Pricing/Funding Price Structure: Fixed Price Contractor Shall Invoice: Once Funding Source: Federal \$246,450.00</p>	<p>Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Not Applicable</p> <p>Procurement Method: Exempt Solicitation Number (if any): Not Applicable</p>
<p>State Representative Michele Shimomura Director Administration Division, Office of Public Health Practice, Planning, and Local Partnerships Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Michele.Shimomura@state.co.us</p>	<p>Contractor Representative Joni Reynolds Public Health Director Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org</p>
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract:</p> <ul style="list-style-type: none"> Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions 	
<p>Contract Purpose To advance Colorado’s public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado’s public health workforce.</p>	

In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (“the SOW”). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2023**, whichever is later.

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 style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">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> <p>_____</p> <p style="text-align: center;">By: Signature</p> <p>Jonathan Houck</p> <p>_____</p> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>Chair, Board of County Commissioners</p> <p>_____</p> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor</p> <p style="text-align: center;">Colorado Department of Public Health and Environment</p> <p style="text-align: center;">Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____</p> <p style="text-align: center;">By: Signature</p> <p>_____</p> <p style="text-align: center;">Name of Executive Director Delegate</p> <p>_____</p> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date: _____

--Signature Page End--

EXHIBIT A

ADDITIONAL PROVISIONS**To Master Task Order Contract Dated 7/1/2022 Task Order Routing Number 2024*0701**

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

1. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have **14** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **14** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **14** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **14** calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.
2. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 16, Contract Modifications, or Option Letter Provisions of this Contract.
3. The Contractor shall comply with allowability of expenditures as listed in the CDPHE OPHP CDC Infrastructure Allowability Roadmap; Allowable costs for funding source can be found on the following website: <https://cdphe-lpha.colorado.gov/cdc-infrastructure-lphas>

CDPHE reserves the right to request funds be returned to CDPHE if the Contractor misuses the funds according to the CDPHE CDC Infrastructure Allowability Roadmap. Misuse includes international travel expenses.
4. Coronavirus Disease 2019 (COVID-19) Funds A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act

and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, or home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward. The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged are allowable, allocable, and reasonable

EXHIBIT B**STATEMENT OF WORK**

To Original Contract Number 2024*0701

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

1. Project Description:

This project serves to advance Colorado’s public health and environmental workforce capacity through public health transformation. Public health transformation will grow, sustain, and diversify the public health workforce by strengthening the public health workforce’s capacity for planning, development, management, forecasting, and quality improvement efforts. The Colorado Department of Public Health & Environment (CDPHE) will use the Centers for Disease Control and Prevention (CDC) grant funds to strengthen partnerships and build resilience among Colorado’s public health workforce in 53 local public health agencies (LPHAs). The LPHAs shall use the funds to grow and sustain the workforce capacity. With a thriving workforce, local public health agencies will be enabled to support local communities in a larger way. The CDPHE’s Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will work with all LPHAs to support public health workers in the public health system. CDPHE will support LPHAs with additional resources to address the increased labor market competition, increased workload demands, and will monitor that public health and environmental staff have the proper knowledge and training. Local Public Health Agencies shall hire staff, and implement a new employees retention system through professional development training and cross-training.

2. Definitions:

1. Infrastructure: The CDC grant titled, “Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems.”

3. Work Plan:

Goal #1: Advance Colorado’s public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado’s public health workforce.	
Objective #1: No later than the expiration of the contract, support the Colorado public health workforce.	
Primary Activity #1	1. The Contractor shall create a final project budget.
Sub Activity #1	1. The Contractor shall track the spend down of the award. 2. The Contractor shall update Infrastructure award budgets to show the spend down progress.
Primary Activity #2	1. The Contractor shall complete a standard progress report every 3 months.
Primary Activity #3	1. The Contractor shall create a five year workplan utilizing workforce activities in the CDC sample activities document: https://www.cdc.gov/infrastructure/pdfs/appendix-1-sample-activities-component-a.pdf
Primary Activity #4	1. The Contractor shall attend the following meetings with CDPHE: a) a Post-award meeting and b) annual program check in meetings.
Primary Activity #5	1. The Contractor shall create a final report.

<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term. 2. CDPHE will schedule the annual check in meetings with the Contractor within 45 days of contract execution. 3. The Contractor shall comply with all funding requirements. 4. The Contractor shall communicate any projected budget changes that result in a new budget line item or are over 25% of the total budget to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes. 5. The Contractor shall use the CDPHE budget template for the final project budget. 6. The Contractor shall use the CDPHE 3 month Progress Report and Final Progress Report Templates. 7. CDPHE will electronically provide the Contractor, within thirty (30) days from contract execution, the following templates: <ol style="list-style-type: none"> a) a CDPHE Budget Template, b) a 3 month Progress Report Template, and c) a Final Report Template. 8. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided. 9. Contractor shall submit technical assistance questions to CDPHE to receive technical assistance from the Component B national grantees. 10. CDPHE will create a technical assistance intake form. 11. CDPHE will provide the required workplan template to the Contractor within thirty (30) days from contract execution. 12. The Contractor shall upload the required workplan and budget via the link supplied by CDPHE. 13. The Contractor shall complete a final report within sixty (60) days of all funds being spent, and no later than November 30, 2027. 								
<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Increase of the public health workforce. 2. Retention of the public health workforce. 								
<p>Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. Number of: <ol style="list-style-type: none"> a. Full Time Equivalents (FTE) hired, and/or b. Full Time Equivalents (FTE) trained, and/or c. Full Time Equivalents (FTE) receiving retention efforts, and/or d. Interns hired. 								
	<p>Completion Date</p>								
<p>Deliverables</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="485 1371 1258 1486"> <ol style="list-style-type: none"> 1. The Contractor shall submit the final project budget electronically to OPHP </td> <td data-bbox="1258 1371 1563 1486"> <p>No later than 30 days after Contract execution.</p> </td> </tr> <tr> <td data-bbox="485 1486 1258 1612"> <ol style="list-style-type: none"> 2. The Contractor shall submit the workplan electronically to OPHP. </td> <td data-bbox="1258 1486 1563 1612"> <p>No later than 30 days after Contract execution.</p> </td> </tr> <tr> <td data-bbox="485 1612 1258 1770"> <ol style="list-style-type: none"> 3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down. </td> <td data-bbox="1258 1612 1563 1770"> <p>Due every February 1st, May 1st, August 1st, and November 1st until final progress report.</p> </td> </tr> <tr> <td data-bbox="485 1770 1258 1896"> <ol style="list-style-type: none"> 4. The Contractor shall submit a Final Progress Report electronically to OPHP. </td> <td data-bbox="1258 1770 1563 1896"> <p>No later than 60 days after all funds were spent, and no later than Nov. 30, 2027</p> </td> </tr> </table>	<ol style="list-style-type: none"> 1. The Contractor shall submit the final project budget electronically to OPHP 	<p>No later than 30 days after Contract execution.</p>	<ol style="list-style-type: none"> 2. The Contractor shall submit the workplan electronically to OPHP. 	<p>No later than 30 days after Contract execution.</p>	<ol style="list-style-type: none"> 3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down. 	<p>Due every February 1st, May 1st, August 1st, and November 1st until final progress report.</p>	<ol style="list-style-type: none"> 4. The Contractor shall submit a Final Progress Report electronically to OPHP. 	<p>No later than 60 days after all funds were spent, and no later than Nov. 30, 2027</p>
<ol style="list-style-type: none"> 1. The Contractor shall submit the final project budget electronically to OPHP 	<p>No later than 30 days after Contract execution.</p>								
<ol style="list-style-type: none"> 2. The Contractor shall submit the workplan electronically to OPHP. 	<p>No later than 30 days after Contract execution.</p>								
<ol style="list-style-type: none"> 3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down. 	<p>Due every February 1st, May 1st, August 1st, and November 1st until final progress report.</p>								
<ol style="list-style-type: none"> 4. The Contractor shall submit a Final Progress Report electronically to OPHP. 	<p>No later than 60 days after all funds were spent, and no later than Nov. 30, 2027</p>								

4. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships' Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

5. Resolution of Non-Compliance:

The Contractor will be notified in writing within **(7)** calendar days of discovery of a compliance issue. Within **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT C

BUDGET



I. ENTITY NAME: GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

II. BUDGET:

ONE TIME PAYMENT	TOTAL PAYMENT
12/1/2022 - 11/30/2027	\$246,450.00
TOTAL	\$246,450.00

Exhibit D**Federal Provisions - Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation**

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: **Gunnison County Department of Health and Human Services .**
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): **NSN9FAGKEDJ9**
- c. The Federal Award Identification Number (FAIN) is **NE11OE000089**.
- d. The Federal award date is **November 29, 2022**.
- e. The subaward period of performance start date is **July 1, 2023** and end date is **November 30, 2027**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
12/01/2022 - 11/30/2023	\$34,783,995.00	\$34,783,995.00

- g. Federal award title of project or program: **Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation.**
- h. The name of the Federal awarding agency is: **Centers for Disease Control and Prevention** and the contact information for the awarding official is **Ms. Tia Yancey, Program Officer, Center for Surveillance, Epidemiology and Laboratory Services (CSELS), tby4@cdc.gov**; 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 Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.967** and the grant name is **CDC Collaboration with Academia to Strengthen Public Health.**
- 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.

- 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");
 - 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).
- 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.

STATE OF COLORADO MASTER TASK ORDER CONTRACT

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor: 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		
Master Task Order Contract Number: 23 FAA 00023	Master Task Order Contract Performance Beginning Date: The later of the Effective Date or July 1, 2022		
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	Initial Contract Expiration Date: June 30, 2027		
The following exhibits are hereby incorporated: Exhibit 1 – Sample Task Order			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> For Contractor: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org </td> </tr> </table>		Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	For Contractor: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org
Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	For Contractor: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org		
Contract Purpose: The intent of this Master Task Order Contract (“Contract”) is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.			

SIGNATURE PAGE

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">CONTRACTOR</p> <p align="center">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> <p>DocuSigned by:  B9072877079D4GD... By: Signature</p> <p>Jonathan Houck Name of Person Signing for Contractor</p> <p>Chair-Gunnison BOCC Title of Person Signing for Contractor</p> <p>Date: 2022-04-05</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDF870A1A7D4FC... By: Signature</p> <p>Lisa McGovern Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director ft Title of Executive Director Delegate</p> <p>Date: 2022-04-05</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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

AG2AC54280C6401...
By: Signature

Andi Hardy
Name of State Controller Delegate

Controller
Title of State Controller Delegate

Effective Date: 2022-04-25

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). 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 Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page 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

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, of one year or less 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 §20 “Sample Option Letter.” Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date 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 §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. 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 or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order 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 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 §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

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 or a Task Order 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 under all terminated Task Orders, 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 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.
- F. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.
- G. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. “**End of Term Extension**” means the time period defined in **§2.D**.
- 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), C.R.S., then the 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 Page for this Contract
- J. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. “**Extension Term**” means the time period defined in **§2.C**.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Contractor or payments to an Individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. [**Insert Federal Awarding Agency's Full Legal Name and Acronym**] is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.
- N. “**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.
- O. “**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 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.
- P. “**Initial Term**” means the time period defined in **§2.B**.
- Q. “**Party**” means the State or Contractor, and “Parties” means both the State and Contractor.
- R. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

- 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.
- T. “**PHI**” means any protected health information, including, without limitation 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. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. “**Project**” means the Work that is included in a Task Order.
- V. “**Recipient**” means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.
- W. “**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.
- X. “**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, 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.
- Y. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Z. “**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.
- AA. “**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.
- BB. “**Sub-Award**” means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

- CC. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- DD. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. “**Task Order**” means a document issued in accordance with §4.B of this Contract that specifically describes the Work to be performed on a Project.
- FF. “**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.
- GG. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- HH. “**Work**” means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.
- II. “**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 AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

- i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and
- ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the

State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

When the State and the Contractor mutually agree upon the Services to be purchased from and performed by, the Contractor, the Parties may enter into a Task Order, with an accompanying Statement of Work and Budget, for the purchase and delivery of those Services. The State's financial obligation to the Contractor for specific health and environmental Services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order authorizing the Contractor to perform and deliver those Services and the Contractor's performance of the Work described in that Task Order.

ii. Task Order Issuance

Upon negotiation and agreement by the Parties regarding the scope of the Project, the Task Order Maximum Amount, the time for performance and other applicable terms and conditions, a Task Order, in substantially the form attached herein as Exhibit 1, shall be prepared by the State. Following acceptance of the Task Order terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the Work, the hourly rate for each individual (and that individual's position title) who will perform the Work, the Project plan. The authorized representatives of the Contractor will sign the Task Order. Upon signature by the State and the State Controller or delegee and delivery of a fully signed Task Order to the Contractor, the Contractor shall undertake performance of the specified Projects and will perform such Projects in a manner inspiring confidence that such Projects will be successfully completed within the time frame and price range agreed to in the Task Order. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various Projects' status. To ensure delivery of the Services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the Work on a periodic basis.

iii. Task Order Completion

Performance of Work and payment for a Project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order. The Contractor warrants that upon negotiation and acceptance of the Task Order, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order.

iv. Task Order Modifications

Task Orders may be renewed, extended, and/or modified by way of the Contract amendment process outlined in the Task Order, in accordance with State fiscal rules.

Any changes to this Contract must be made by written amendment pursuant to the terms and conditions of this Contract.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

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 State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- 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 this Contract.

ii. Interest

Amounts not paid by the State within 45 days after 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 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 **§20** "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.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** 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 not

later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

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 10 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 Cover Page 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 §14 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 this 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 (3) 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 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, 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.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential

Information wherever located. 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, it 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 none of Contractor or any of its agents, employees, assigns or Subcontractors are 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, 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.

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 this 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.

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. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain 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.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. 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.

ii. 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:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. 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.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. 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.

D. Primacy of Coverage

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

E. Cancellation

All commercial 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 **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial 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.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, 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 §10.

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 this 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

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. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State 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.

e. 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 non-infringing Work or modify the Work so that it becomes non-infringing; 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 §13 shall have all remedies available at law and equity.

13. 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 §13.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 the State Agency named on the Cover Page of this Contract 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.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract 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 below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page 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 on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative 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.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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. 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.

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.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be 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.

16. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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.

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 §16 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

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of 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 agreement 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. 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 this Contract.

L. 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 this Contract and shall be enforceable by the other Party.

M. 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.

N. 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 this Contract, and do not create any rights for such third parties.

O. 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.

P. 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.

Q. 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.

R. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. Applicability

This entire **§18.S** 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 Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

T. Media or Public Announcements

The Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the Work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be

delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State.

U. Stop Work Order

Upon written approval by the State Chief Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the Work called for by any properly executed Task Order ("Stop Work Order"). This Stop Work Order shall be for a specified period after it is delivered to the Contractor. Any such Stop Work Order shall be identified specifically as a Stop Work Order issued pursuant to this §18.U. Upon receipt of such Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Project covered by the Stop Work Order during the period of Work stoppage. Before the Stop Work Order, or any written extension thereof expires, the State Procurement Officer or delegee shall either:

- i. Cancel the Stop Work Order; or
- ii. Terminate the Work covered by such Stop Work Order.

If a Stop Work Order issued under this Contract is properly canceled, or the period of the Stop Work Order or any written extension thereof expires, the Contractor shall resume the Work. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with Contract modifications, if:

- i. The Stop Work Order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- ii. The Contractor asserts a written claim for such an adjustment within thirty (30) days after the end of the period of Work stoppage.

- V. The Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of

Work and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner.

- W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.
- X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include 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 thereunder. This Act is also referred to as FFATA.

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), 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 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.

20. SAMPLE OPTION LETTER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246			Task Order Contract Number: Insert CMS Number of the Master Task Order Contract			
Contractor: Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...			Option Letter Number: Insert Contract Number			
Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year			Task Order Expiration Date Month Day, Year			
CONTRACT MAXIMUM AMOUNT TABLE						
Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

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 1(E):** 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.

SIGNATURE PAGE

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <p>Date: _____</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>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of State Controller Delegate</p> <hr/> <p>Title of State Controller Delegate</p> <p>Option Effective Date: _____</p>
--	---

--Signature Page End--

EXHIBIT 1 – SAMPLE TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...
Master Task Order Contract Number Insert CMS Number of the Master Task Order Contract Task Order Number Insert CMS number or Other Contract Number	Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year
Task Order Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 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	Task Order Expiration Date Month Day, Year 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.
Pricing/Funding Price Structure: Choose type Contractor Shall Invoice: Choose frequency Funding Source: Source \$ Amount Source \$ Amount Source \$ Amount	Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific Procurement Method: Select Solicitation Number (if any): Enter Solicitation #
State Representative Enter Representative's Name Title Division, Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Email	Contractor Representative Enter Contractor Representative's Name Title Entity Name Address Address Email
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions Exhibit E HIPAA Business Associate Agreement (If applicable.) Enter any other exhibits in alphabetical order	
Contract Purpose Briefly describe the Task Order's purpose.	

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller.

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 style="text-align: center;">CONTRACTOR INSERT-Legal Name of Contractor</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <hr/> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor 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> <hr/> <p style="text-align: center;">Date: _____</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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date: _____

--Signature Page End--

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated **/**/**** Task Order Routing Number ** **** *****

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

DELETE all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE Red text** to **Black** after customization.

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. To receive compensation under the Contract, the Contractor shall submit a signed **Monthly, Quarterly, or other schedule** CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. If you prefer to include all of the submission options listed below, include the following. The Contractor shall submit the invoice using one of the following three methods. If you are limiting the option for submittal to one method, delete the previous sentence, choose the appropriate paragraph below and delete those that do not apply.

Mail to:

(Name & Position Title)
(Division & Program)
Colorado Department of Public Health and Environment
(Mail Code)
4300 Cherry Creek Drive South
Denver, Colorado 80246

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: (Name & Position Title), (Email address)

Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: (Name & Position Title), (Fax number)

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

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

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

2. Time Limit For Acceptance Of Deliverables.

- a. Evaluation Period. The State shall have *** (***) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within *** (***) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed *** (***) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within *** (***) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The following two sections deal with HIPAA requirements – PLEASE consult with the department's HIPAA officer to determine which paragraph applies to your procurement.

If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Add any program/divisional specific provisions, or delete.

STATEMENT OF WORK

To Original Contract Number ** *** *****

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

This template is provided for contract Statements of Work (SOW). Use the CDPHE SOW Development Checklist to develop the content of this template. Instructions are provided in blue font and customizable text is in red.

- I. Entity Name:** This section is **OPTIONAL**.
Term: This section is **OPTIONAL**.
- II. Project Description:**
This section is **REQUIRED**.
- III. Definitions:**
This section is **OPTIONAL**.
- IV. Work Plan:**
This section is **REQUIRED**. Insert work plan table here.
- V. Key Personnel:**
This section is **OPTIONAL**.
- VI. Monitoring:**
This section is **REQUIRED**.

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *(title of responsible individual)*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports *(you may also list other types of documents or information that will be reviewed, for example "and invoices, site visit results and electronic data")*. *If you do not want to identify specific documents, complete the sentence with* and other fiscal and programmatic documentation as applicable. *Performance evaluations are optional for interagency agreements (Colorado state departments and IHEs). If conducting evaluations of these entities, delete these instructions. If not conducting evaluations of these entities, delete these instructions and the following 2 sentences.* The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

- VII. Resolution of Non-Compliance:**
This section is **REQUIRED**.

The Contractor will be notified in writing within (?) calendar days of discovery of a compliance issue. Within (?) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *(title of responsible individual)* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

BUDGET



COLORADO
 Department of Public
 Health & Environment

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

Expenditure Categories					
Personal Services - Salaried Employees					
Position Title	Description of Work	Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Total Personal Services (including fringe benefits)					\$0.00
Personal Services - Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # Hours on Project	Total Amount Requested from CDPHE
Total Personal Services (including fringe benefits)					\$0.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity		
Total Supplies & Operating Expenses					\$0.00
Travel					

Item	Description of Item	Rate	Quantity	
Total Travel				\$0.00
Contractual (payments to third parties or entities)				
Total Contractual				
SUB-TOTAL BEFORE INDIRECT				\$0.00
				\$0.00
Indirect				
Item	Description of Item			Total Amount Requested from CDPHE
Total Indirect				\$0.00
TOTAL				\$0.00

Federal Provisions - Enter title of project or program from NOA

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: **Match name on contract.**
- b. Subrecipient DUNS number: **Enter DUNS #**
- c. The Federal Award Identification Number (FAIN) is **Enter FAIN #.**
- d. The Federal award date is **Date issued.**
- e. The subaward period of performance start date is **Enter project period start date** and end date is **Enter project period through date.**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
mm/dd/yy - mm/dd/yy	Total Federal Funds Awarded	Amount of Financial Assistance from the NOA

- g. Federal award title of project or program: **Enter title of project or program from NOA.**
- h. The name of the Federal awarding agency is: **Enter full name of federal awarding agency** and the contact information for the awarding official is **Enter name & contact info of Federal Project Officer**; 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 Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter CFDA #** and the grant name is **Enter title of grant if applicable or N/A.**
- j. This award **Choose “ is” or “is not”** for research & development.
- k. Subrecipient **Choose “ is” or “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.

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");
 - 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).
- 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

[TO BE DELETED IF NOT APPLICABLE]

Exhibit E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements 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 all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
 - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
 - iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
 - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
 - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
 - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement,

Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
 - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and

distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

p. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such

incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
 - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business

Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- v. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Scrivener's Error Amendment; Marijuan

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The marijuana license that was signed on June 6, 2023 had a scrivener's error. The application, public notice, and staff memo all stated that the application was for both cultivation and product manufacturing

Fiscal Impact:

Submitted by: Sean Pope

Submitter's Email Address: spope@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. Because this merely corrects a clerical error, CAO does not believe another public hearing is necessary. CAO reviewed the public notice, the staff memo, and the draft minutes from 6/6/23, and it appears that the Board clearly intended to approve a cultivation and manufacturing license. ASFR 6.16.23

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/16/2023

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 6/20/2023



To: Gunnison County Board of County Commissioners/Gunnison County Marijuana Licensing Authority

From: Sean Pope - Planner

Date: June 20, 2023

Subject: Amending a Scrivener's Error for the Marijuana Facility License for Cultivation and Manufacturing MJ-20-00163, Approved On June 6, 2023

Chairperson Houck and County Commissioners,

On June 6, 2023, the Board of County Commissioners and the Gunnison County Marijuana Licensing Authority. In a 2-0 vote, unanimously approved Marijuana Facility License for Cultivation and Manufacturing (Marijuana License) for Alpine Alchemy LLC at Vista Business Park Lot 5, 260 Griffing Rd., Gunnison. It has been brought to my attention from the applicant that the Marijuana License approved during the June 6, 2023 Board meeting had a Scrivener's error, more commonly known as a clerical error. The approved Marijuana License states "*A Marijuana Facility License for cultivation was approved...*" when it should state "*A Marijuana Facility License for cultivation and manufacturing was approved...*" (emphasis added). The license type was specifically enumerated in both the Public Notice and Staff Memo as follows:

The public notice: "*The applicant is proposing to locate a Marijuana Cultivation and product manufacturing Facility...*"

Staff Memo: "*The proposed cultivation and manufacturing facility...*"

After reviewing this with the County Attorney's office, we believe that based on the public notice and the memo provided, the Board intended to approve both cultivation and manufacturing license. Additionally, the Applicant has State licenses for both cultivation and manufacturing.

Staff has provided an amended Marijuana License in Exhibit A and requests the Board approve the revised License to amend the Scrivener's error.

Exhibits

- A. Amended Marijuana Facility License for Cultivation and Manufacturing
- B. Public Notice
- C. May 24, 2023 Staff Memo

COUNTY OF GUNNISON



Community Development Department

Marijuana License- Conditional License

A Marijuana Facility License for cultivation and product manufacturing was approved by the Gunnison County Marijuana Licensing Authority with conditions

On **June 6, 2023** for

Alpine Alchemy LLC

Located at:

260 Griffing Rd., Gunnison, Co. 81230

Effective Date of License: June 6, 2023

License Valid Through: June 6, 2026

This license is conditioned upon the following:

1. There shall be no noticeable odor which results from the Marijuana Facility detectable outside of the subject building at the property boundary.
2. As of the date of this license, the use, possession, distribution, and sale of marijuana is illegal under Federal law and those who engage in such activities do so at their own risk of criminal prosecution and a Federal action may result in the revocation of this license.
3. As mentioned in Resolution No. 2014-18 the applicant is consenting to inspections. Evidence from inspections or documented complaints regarding the facility in respect to the Standards in Resolution No. 2014-18 or in Section 9-104 of the *Gunnison County Land Use Resolution* or failure to comply with other applicable local or state regulations may result in the revocation of the Gunnison County Marijuana Facility License.
4. The license is approved conditioned upon receiving and maintaining all appropriate licenses with the Colorado Marijuana Licensing Authority. Failure to receive or maintain a valid applicable Colorado Marijuana License will result in the revocation of the Gunnison County Marijuana Facility License.

This license is issued subject to Gunnison County Board of County Commissioners Resolution No: 2014-19, "A Resolution Creating Licensing Regulations for Marijuana Cultivation, Manufacturing, and Testing Facilities. Resolution No. 2014-19 was adopted as allowed by the State of Colorado as provided by: article 43.3 of title 12, C.R.S. (the "CMMC) and 1 CCR 212-1, Series 100 through 1400, Medical Marijuana Rules ("the MMR"); and Article 43.4 of Title 12, C.R.S. (the "CRMC) and 1 CCR 212-2, Series 100 through 1400, Retail Marijuana Rules ("the RMR").

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Gunnison County Community Development Department, 221 N. Wisconsin #D, Gunnison, Co. 81230.

Authorized By:

BoCC Chairperson
Chair of Gunnison County Marijuana Licensing Authority

Date

I accept and will comply with all conditions of this Conditional License, and waive any and all objections to each condition of this License.

License Holder/Owner of Business

**NOTICE OF PUBLIC HEARING
CONCERNING A
MARIJUANA CULTIVATION AND PRODUCT MANUFACTURING
FACILITY LICENSE FOR
ALPINE ALCHEMY, LLC -LOCATED AT
260 GRIFFING ROAD, GUNNISON, CO.
LOT 5, VISTA BUISNESS CENTER, COUNTY OF GUNNISON,
STATE OF COLORADO**

HEARING DATE, TIME AND LOCATION: The Gunnison County Board of County Commissioners on June 6, 2023 at 8:50 am, in the Board of County Commissioners meeting room 2nd floor of the Gunnison County Court House, 200 W. Virginia Ave., Gunnison, Co. will hold a public hearing to hear public comment concerning a Marijuana Facility License application for a new marijuana cultivation and product manufacturing facility to be located in a building at 260 Griffing Road, Gunnison, Co.

APPLICANT: The applicant is Alpine Alchemy, LLC represented by Darin Slattengren.

PARCEL LOCATION: The parcel on which the Marijuana Facility License is proposed is located at 260 Griffing Road, Gunnison, Co. Lot 5, Vista Business Center, County of Gunnison, State of Colorado.

PROPOSAL: The applicant is proposing to locate a Marijuana Cultivation and product manufacturing Facility in a building located at 260 Griffing Road, Gunnison, Co.

PUBLIC PARTICIPATION: The public is invited to submit verbal or written comments at the hearing, or to submit written comment by planning@gunnisoncounty.org; or letter (Community Development , 221 N. Wisconsin , Suite D, Gunnison, Co. 81230), so long as they are received by 5 P.M. the afternoon before the hearing. The application can be viewed at the County's web site at: <http://204.132.78.100/citizenaccess/application> # MJ-20-00162. For more information regarding this application please call or email Sean Pope at 970-641-7981 or spope@gunnisoncounty.org

ADA ACCOMODATIONS: Anyone needing special accommodations as determined by the *American with Disabilities Act* may contact the Community Development Department prior to the day of the hearing.

/s/ Sean Pope
Gunnison County Community Development



To: Gunnison County Board of County Commissioners/Gunnison County Marijuana Licensing Authority

From: Sean Pope, Land Use Planner

Date: May 24, 2023

Subject: Public Hearing for a Marijuana Facility License for Cultivation and Manufacturing

Applicant: Alpine Alchemy LLC

Location: Vista Business Park- Lot 5
260 Griffing Rd., Gunnison, CO 81230

1. PURPOSE:

The purpose of this public hearing is to receive public input regarding a proposed Marijuana Facility License for cultivation located at 260 Griffing Rd., Gunnison, CO. 81230- Lot 5, Vista Business Center. The proposed cultivation and manufacturing facility, if approved, would be located in an existing warehouse building in the Vista Business Center. The approximate square footage of the building is 3,035 square feet and it is located on a 2.218-acre lot. Alpine Alchemy LLC owns the entire area of the building.

The Gunnison County Marijuana Licensing Authority is the Board of County Commissioners (BOCC). The BOCC is requested to receive public input and review the application against the standards mentioned below. A motion is requested to either approve, approve with conditions, or deny the application.

This proposed facility, given its location in Signal Peak Industrial Park, (See Section 9-104 of the Land Use Resolution) was reviewed under an Administrative Review Land Use Change Permit Application.

2. PURPOSE AND STANDARDS

On July 1, 2014 the BOCC approved Resolution No. 2014-18 which authorized regulations for marijuana cultivation, manufacturing and testing facilities. The purpose of these regulations are to:

1. To authorize licensing of marijuana cultivation, manufacturing, and testing in unincorporated Gunnison County as provided in §§ 12-43.3-301(2)(a), 12-43.4-104(3) and 12-43.4-301, C.R.S., as amended;

2. To establish specific standards and procedures for local licensing of marijuana-related business and establishments; and
3. To protect the health, safety, and welfare of the residents, consumers and patients in Gunnison County by prescribing the manner in which marijuana businesses can be conducted in the County.

As per Article 5, Standards, of Resolution of **No. 2014-18** the Board must find the following to approve a license:

- A. **LACK OF CRIMINAL HISTORY:** The applicant and principal employees of a marijuana facility have no history of criminal activity indicating moral turpitude. Applicants shall provide suitable evidence of a Persons' proof of lawful presence, residence, and good character and reputation that the Board may request. The applicant must also consent to a criminal background check of the applicant and its principal employees.
- B. **HARMONIOUS LAND USE:** The use and any associated signage is not identifiable as a Marijuana Facility from adjacent property, nor any arterial road, public trail, or public park. The applicant must demonstrate to the Board's satisfaction that there is no measurable detrimental impact to adjacent property which cannot be mitigated, and the applicant has demonstrated to the Board that the facility will be harmonious with its surrounding uses.
- C. **APPLICABLE PROPERTY OWNERS ASSOCIATION APPROVAL:** The applicant must provide written consent for the use from the Property Owners Association if an active association exists for the subject property.
- D. **ODOR:** Odors from any marijuana facility shall not be detectable and noticeable at the boundary to adjacent properties. Facilities shall be equipped with proper ventilation systems so that odors are filtered and do not materially interfere with adjoining land uses.
- E. **FIRE AND SECURITY EMERGENCY SERVICES:** Applicable Fire Districts and the Sheriff's Department will receive applications for their review and comment. Concerns related to public safety received from emergency services must be avoided or mitigated to the Authority's satisfaction.
- F. **PUBLIC SERVICES:** The Applicant shall demonstrate that there are adequate public services to support the proposed use.

The Board may approve or approve with conditions a license that meets all of the standards in Article 5. The Board shall deny an application that does not comply with the licensing requirement in Article 5.

3. STAFF ANALYSIS OF CRITERIA AND PUBLIC INPUT RECEIVED

Staff referred this application to the Gunnison Fire Protection District, Gunnison County Building and Environmental Health Official, Gunnison County Sheriff's Office, Gunnison County Public Works, and Gunnison Energy Electrical Association. In addition, a public notice of this hearing and the land use application was sent to all property owners within 1000 feet of the property, notice placed on the property, and a notice was placed in the paper at least 15 days prior to the public hearing. No public input was received on the application at the time this memorandum was prepared. Staff has not received any comments from referral agencies or the public that would generate any concern regarding the issuance of a Marijuana Facility License.

Attachment A includes the application, an operational summary, and the applicant responses to the standards for a License. The following is staff's analysis of compliance to the Standards in Article 5.

- A. **LACK OF CRIMINAL HISTORY:** The applicant and principal employees of a marijuana facility have no history of criminal activity indicating moral turpitude. Applicants shall provide suitable evidence of a Persons' proof of lawful presence, residence, and good character and reputation that the Board may request. The applicant must also consent to a criminal background check of the applicant and its principal employees.

Staff Response: Staff, in the creation of the licensing requirements, acknowledged that we would utilize the background check process required by the State of Colorado and the State of Colorado Marijuana Enforcement Division (The Division). The Division has completed the background check for this applicant and reviewed the results with County staff. The applicant will hold a conditional State License, in addition to the County license. In addition, as mentioned previously, this application was forwarded to the Sheriff's office for their review. Again, no input was provided to raise any concern regarding this standard.

- B. **HARMONIOUS LAND USE:** The use and any associated signage is not identifiable as a Marijuana Facility from adjacent property, nor any arterial road, public trail, or public park. The applicant must demonstrate to the Board's satisfaction that there is no measurable detrimental impact to adjacent property which cannot be mitigated, and the applicant has demonstrated to the Board that the facility will be harmonious with its surrounding uses.

Staff Response: It was felt during the development of Marijuana Facility Regulations that a marijuana facility would generally be consistent with the existing uses in the Vista Business Center, if the applicant demonstrates that they meet the Standards in Section 9-104 along with the other applicable sections of the LUR and the Marijuana Facility Licensing Standards. In reviewing this specific application, staff believes that this proposal will result in a harmonious land use with the recommended conditions stated below. The

following image indicates the location of the proposed business (see circle). There are no sensitive or incompatible land uses adjacent to this use in staff's opinion.

- C. **APPLICABLE PROPERTY OWNERS ASSOCIATION APPROVAL:** The applicant must provide written consent for the use from the Property Owners Association if an active association exists for the subject property.

Staff Response: In a letter dated, November 30, 2020, from Vista Business Center HOA, the HOA approved the use of the structure for a grow and manufacture of marijuana products.

- D. **ODOR:** Odors from any marijuana facility shall not be detectable and noticeable at the boundary to adjacent properties. Facilities shall be equipped with proper ventilation systems so that odors are filtered and do not materially interfere with adjoining land uses.

Staff Response: The applicant has nine grow rooms. There will be a Terrabloom carbon filter model # TB-CF-1230 paired with Terrabloom inline duct fans model # ECMF-315 in each grow room. Staff has a recommended condition provided below and with that condition, if accepted, staff believes this standard will be met.

- E. **FIRE AND SECURITY EMERGENCY SERVICES:** Applicable Fire Districts and the Sheriff's Department will receive applications for their review and comment. Concerns related to public safety received from emergency services must be avoided or mitigated to the Authority's satisfaction.

Staff Response: As mentioned, the application has been referred to the Gunnison Fire Protection District and the Sherriff's Department. In addition, the State has specific security requirements.

- F. **PUBLIC SERVICES:** The Applicant shall demonstrate that there are adequate public services to support the proposed use.

Staff Response: The County Health Official has reviewed the system and has included a condition below related to the septic system and water quality. Well water is provided to the building and it is maintaining its commercial use. No comments were received by Gunnison County Electrical Association.

4. RECOMMENDATIONS

Staff finds that the application meets the Marijuana Facility License standards and recommends approval of the license with the following recommended conditions:

- 1) There shall be no noticeable odors which result from the Marijuana Facility detectable outside of the subject building at the property boundary.

- 2) As of the date of the license of this Resolution, the use, possession, distribution, and sale of marijuana is illegal under Federal law and those who engage in such activities do so at their own risk of criminal prosecution and a Federal action may result in the revocation of this license.
- 3) This license is approved conditioned upon receiving and maintaining all appropriate licenses with the Colorado Marijuana Licensing Authority. Failure to receive or maintain a valid applicable Colorado Marijuana License will result in the revocation of Gunnison County Marijuana Facility License.

ATTACHMENTS:

- Marijuana Facility License Application
- Public Notice
- Site Plan
- License (unsigned)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly and Investment reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/20/2023

TREASURER'S MONTHLY REPORT FOR MAY 2023

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	18,521,188.60	1,322,074.20	(1,334,483.60)	18,508,779.20
Due from Tre-Road & Bridge	2,481,258.63	152,699.04	(99.05)	2,633,858.62
Due from Tre-Human Services	607,102.55	33,776.41	(49,694.28)	591,184.68
Due from Tre-Public Health Agency	188,152.39	29,820.37	(111,948.10)	106,024.66
Due from Tre-Conservation Trust	194,417.83	331.80	-	194,749.63
Due from Tre-Bond Fund	443,013.21	8.78	(437,869.21)	5,152.78
Due from Tre-Airport	310,786.12	120,827.44	(748.26)	430,865.30
Due from Tre-Sales Tax	4,414,114.97	392,790.75	(12.84)	4,806,892.88
Due from Tre-Land Preservation	1,385,748.92	72,660.86	-	1,458,409.78
Due from Tre-Mosquito	81,725.40	5,803.33	(15,680.19)	71,848.54
Due from Tre-Sage Grouse	248,189.34	6,887.02	-	255,076.36
Due from Tre-Risk Management	78,841.05	101.56	(19,330.71)	59,611.90
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	612,023.58	1,027.29	(10,081.33)	602,969.54
Due from Tre-Sewer	1,422,659.42	212,166.40	(202,271.74)	1,432,554.08
Due from Tre-Water	932,048.92	1,650.54	(43,402.82)	890,296.64
Due from Tre-Solid Waste	659,947.91	116,734.74	(189,468.16)	587,214.49
Due from Tre-Housing Authority	4,032,719.59	23,948.01	(422,791.40)	3,633,876.20
Due from Tre-Gunn Sr Housing	24,783.03	17,394.04	(3,416.33)	38,760.74
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,824,784.36	2,819.33	(172,783.16)	1,654,820.53
Due from Tre-Internal Service II	679,129.34	1,088.02	(41,600.50)	638,616.86
Due from Tre-Insurance Trust	2,476,253.03	8,068.83	(16,392.14)	2,467,929.72
Due from Tre-Local Marketing District	1,973,821.70	146,867.56	-	2,120,689.26
Due from Tre-Rural Trans Auth	5,683,092.12	10,817.66	(1,410,797.79)	4,283,111.99
Due from Tre-Public Trustee Agency	28,968.94	-	(5,310.16)	23,658.78
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	200.00	(200.00)	-
Due from Tre-Treas Fees	-	82,457.38	(82,457.38)	-
Due from Tre-Health Claims	65,213.91	185,202.90	(133,822.51)	116,594.30
Due from Tre-Landfill Closure	1,163,978.51	7,902.49	-	1,171,881.00
Due from Tre-Landfill Cons Resv	1,287,751.77	24,206.18	-	1,311,957.95
Due from Tre-Payroll Clearing	8,782.13	914,633.08	(914,633.08)	8,782.13
Due from Tre-Sewer Reserve	95,791.78	-	-	95,791.78
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,535.03	23.10	-	13,558.13
Due From Tre-Housing Authority Restricted Deposits	29,990.96	-	-	29,990.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,444,476.42	4,468,976.38	(4,445,937.94)	1,467,514.86
Due from Tre-Finance Revenue Clearing	-	2,411,643.57	(2,411,643.57)	-
Due from Tre-Water Resource	47,177.98	658.63	-	47,836.61
Due from Tre-Workforce Impact Fees	380,634.26	649.60	-	381,283.86
Due from Tre-Living Community	229,831.01	77,416.84	(231,776.61)	75,471.24
COUNTY FUNDS TOTAL	54,431,342.90	10,854,334.13	(12,708,652.86)	52,577,024.17
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	83,169.57	26,527.04	(83,638.63)	26,057.98
Due from Tre-Crested Butte Street/Alley	259,215.04	64,390.01	(261,429.77)	62,175.28
Due from Tre-Gunnison City General	110,293.62	34,865.88	(110,978.55)	34,180.95
Due from Tre-Marble General	5,757.07	2,925.78	(5,813.40)	2,869.45
Due from Tre-Mt Crested Butte General	250,904.70	111,233.59	(264,304.32)	97,833.97
Due from Tre-Pitkin General	5,543.60	2,092.30	(5,735.71)	1,900.19
CITIES AND TOWNS TOTAL	714,883.60	242,034.60	(731,900.38)	225,017.82
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	3,114,924.69	1,254,387.44	(3,871,797.62)	497,514.51
Due from Tre-Gunn RE1J Bond	2,117,072.01	777,594.28	(2,644,823.54)	249,842.75
Due from Tre-Delta 50J General	438,859.00	23,050.28	(453,020.42)	8,888.86
Due from Tre-Delta 50J Bond	77,844.55	2,779.80	(80,381.53)	242.82
Due from Tre-Montrose RE1J General	23,969.51	8,588.79	(30,358.26)	2,200.04
Due from Tre-Montrose RE1J Bond	2,959.62	985.86	(3,765.04)	180.44
Due from Tre-Reij 2014 Mill Override	567,632.63	208,243.00	(709,210.00)	66,665.63

SCHOOLS TOTAL	6,343,262.01	2,275,629.45	(7,793,356.41)	825,535.05
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	15,261.66	134.50	(15,261.66)	134.50
Due From Tre-Gunn Rising #3	261.31	1.53	(258.61)	4.23
Due From Tre-Gunn Rising #4	432.05	2.15	(428.27)	5.93
Due from Tre-CO River Water CD	94,723.44	34,645.09	(96,493.72)	32,874.81
Due from Tre-Reserve MD2	30,606.42	18,690.40	(31,139.44)	18,157.38
Due from Tre-Mt Crested Butte DDA	267,459.44	93,114.63	(270,252.85)	90,321.22
Due from Tre-Bostwick Park Water CD	474.55	370.76	(485.13)	360.18
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	57,068.48	27,995.29	(57,841.49)	27,222.28
Due from Tre-Mt CB Water/San	235,468.33	104,854.70	(248,091.15)	92,231.88
Due from Tre-East River Regional SD	24,679.69	11,548.61	(25,409.71)	10,818.59
Due from Tre-Cemetery	46,233.05	20,621.91	(46,885.69)	19,969.27
Due from Tre-Gunn Co Metro Rec Dist	165,297.75	66,581.28	(168,765.54)	63,113.49
Due from Tre-N Fork Water CD	8,836.20	391.73	(8,844.16)	383.77
Due from Tre-Skyland MD	180,945.64	70,491.54	(187,175.56)	64,261.62
Due from Tre-Upper Gunn Water CD	317,904.16	127,744.10	(324,477.61)	121,170.65
Due from Tre-Crested Butte Fire PD	742,980.94	281,349.29	(761,653.12)	262,677.11
Due from Tre-Gunn Co Fire PD	173,768.61	93,075.79	(177,099.25)	89,745.15
Due from Tre-Carbondale & Rural Fire PD	73,864.48	18,623.75	(74,387.87)	18,100.36
Due from Tre-Ragged Mt Fire PD	42,372.18	2,449.07	(42,425.21)	2,396.04
Due from Tre-Arrowhead Fire PD	9,416.42	3,135.04	(9,561.44)	2,990.02
Due From Tre-Library General Fund	365,652.75	133,743.48	(372,483.86)	126,912.37
Due From Tre-Reserve MD#2 BOND 2016A	85,202.65	52,154.56	(86,679.26)	50,677.95
Due From Tre-North Fork Ambulance Health Service D	108,310.29	5,850.80	(108,436.88)	5,724.21
Due From Tre-Reserve MD #2 BOND 2016B	11,988.33	7,320.70	(12,197.09)	7,111.94
Due From Tre-Reserve MD #2 BOND 2016C	10,171.82	6,211.61	(10,348.97)	6,034.46
Due From Tre-Crested Butte Fire PD Bond	370,747.87	140,488.49	(380,111.39)	131,124.97
Due From Tre-Gunn Co Metro Rec North	194,566.88	73,528.65	(199,237.50)	68,858.03
IMPROVEMENT DISTRICTS TOTAL	3,634,695.39	1,395,119.45	(3,716,432.43)	1,313,382.41
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	505,905.01	588,527.60	(511,667.73)	582,764.88
Due from Tre-Clerk Sales Tax	-	63,409.15	(63,409.15)	-
Due from Tre-SOT	-	306,387.81	(306,387.81)	-
Due from Tre-State Auto	-	204,154.67	(204,154.67)	-
Due from Tre-Clerk ST Domestic Abuse	200.00	140.00	(340.00)	-
Due from Tre-Clerk State Registrar	-	21.00	(21.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	540.00	(540.00)	-
Due from Tre-Range Improvement Dist 3	2,220.17	-	(2,220.17)	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	96,001.70	(96,001.70)	-
Due from Tre-Treas Deed	2,535.38	274.33	(933.15)	1,876.56
Due from Tre-Unused Remittances	1,183.34	641,747.71	-	642,931.05
Due from Tre-Elected Official Fees Clrg	11,360.50	33,743.26	(32,478.23)	12,625.53
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	594,850.02	1,934,947.23	(1,218,153.61)	1,311,643.64
GRAND TOTALS	65,719,033.92	16,702,064.86	(26,168,495.69)	56,252,603.09

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

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of May 2023.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer						
Investment Report						
31-May-23						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	99,262.58			Cash	N/A
Bank of the West	1101	3,540,179.15	0.00%		Chkg	N/A
Bank of the West CC	1103	3,290,828.45	0.00%		Chkg	N/A
Bank of the West MM	1104	2,004,270.93	0.25%		MMA	Mo
Bank of the West Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	734,323.35	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	1,641,849.03	0.00%		Chkg	Mo
Calotrust Plus	1118	2,409,134.42	5.15%		Pool	Mo
C-Safe	1121	3,176,730.61	5.14%		Pool	Mo
Community Banks of Colorado MM	1320	2,298,510.12	3.50%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	10,348.81	1.98%		MMA	Mo
TOTAL CASH AND CHECKING		19,603,317.52			34.83%	
INVESTMENTS						
Ally Bank GM42	1191	245,000.00	5.05%		CD	SA/Mat 3/23/26
American Express ADS82	1214	236,160.15	3.40%		CD	M/MAT 6/29/27 5 YRS
Bank Hapoalim A2C3	1252	238,275.73	0.30%		CD	SA/ Mat 8/21/23
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bankwell BCL3	1261	239,148.66	0.40%		CD	SA/Mat 7/28/23 3 yrs
BMO Harris Bank XANO	1259	225,628.83	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	228,317.70	2.10%		CD	SA/Mat 9/15/21 4yr
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	M/Mat 3/29/27
Capital One Bank RPN5	1271	228,196.43	1.45%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HF75	1213	236,725.61	3.45%		CD	M/MAT 6/29/27 5 YRS
Cathay Bank WAG5	1328	243,601.78	3.15%		CD	SA/Mat 8/8/2023 5 yrs
Calitic Bank R8H2	1304	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr
Citibank QK40	1330					matured
Community Bank 5908	1202	252,718.92	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 7786	1203	245,203.05	1.30%		CD	Annually/ Mat 9/19/24
Discover Bank 3N361	1209	237,220.02	3.45%		CD	SA/ Mat 7/29/26
East Boston Savings PDL2	1254	232,872.50	0.30%		CD	SA/ Mat 2/12/24
FFCB EMW5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	241,970.00	0.28%		AG	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	479,480.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJ10	1245	438,456.90	0.60%		AG	SA/Mat 12/17/25 5 yrs callable
FFCB NMB92	1200	495,585.00	4.87%		AG	SA/Mat 9/28/24 4 yrs callable
FFCB NV234	1198	498,810.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FHLB AUN594	1194	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs
FHLB AMDV1	1236	447,380.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	446,545.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	447,040.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMIQ5	1236	323,214.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	314,405.00	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,920.00	0.50%		AG	SA/Mat 9/30/24 3.25 yrs callable
FHLB ANCP5	1227	446,265.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB ARF33	1218	471,560.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	549,798.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	473,410.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB B558	1204	492,915.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	881,350.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV48	1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	457,480.00	0.75%		AG	SA/MAT 4/22/26 4 YRS CALLABLE
FHLB PH406	1224	440,915.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	444,085.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	465,480.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	456,205.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB SGP81	1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB TFW25	1206	498,880.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB ATM614	1201	498,930.00	5.00%		AG	SA/MAT 10/27/27 5 yrs callable
FHLB U4777	1197	495,685.00	5.05%		AG	SA/Mat 12/29/25 3 yr callable
FHLB UIA03	1194	500,000.00	5.00%		AG	SA/MAT 2/9/28 5 yr callable
FHLB UWR10	1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable
FHLB UZU12	1192	500,000.00	5.50%		AG	SA/Mat 3/8/28 callable
FHLB VK507	1175	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB VKD35	1174	500,000.00	5.00%		AG	SA/Mat 4/12/27 4 yrs callable
FHLB VLU41	1174	500,000.00	4.85%		AG	SA/Mat 4/25/28 5yrs callable
FHLB VQF29	1172	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB LW67	1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLB W5X40	1170	500,000.00	5.15%		AG	SA/Mat 5/24/28 5 yrs callable
FHLMC XDS1	1205	492,385.00	4.15%		AG	SA/ Mat 9/29/28 4 yrs Callable
FHLMC X3F5	1246	246,351.00	0.40%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	486,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GX2T4	1214	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC XAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XXR08	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
FHLMC YPB21	1173	500,000.00	5.13%		AG	SA/Mat 4/26/27 4 yrs callable
FHLMC YQL93	1171	500,000.00	5.38%		AG	SA/Mat 11/3/27 4y6M callable
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	M/Mat 9/30/26
Firstster Bank LAH1	1304	240,734.06	1.90%		CD	SA/ Mat 8/23/23 4 yrs
Fleostar Bank E3X3	1254	228,665.60	0.50%		CD	SA/ Mat 7/31/24 yrs
Goldman Sachs P6U6	1399					matured
Gunnison Savings and Loan 6020	1104	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	M/MAT 2/14/28
Gunnison Bank and Trust	1283	261,408.04	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	218,417.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	236,751.34	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	220,578.64	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	233,826.28	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	232,812.23	0.30%		CD	SA/ Mat 2/14/24
M Y Saba Bank JB10	1258	238,484.35	0.30%		CD	SA/ Mat 8/4/23 4 yrs
Marlin Business Bank	1291	238,135.10	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Merrick Bank KEW2	1285	237,006.43	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	231,988.29	1.90%		CD	SA/Mat 1/2/25
Pacific Western Bank YRK7	1273	233,361.03	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269					matured
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	260,230.94	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Synchrony Bank EXB81	1308	237,908.96	2.40%		CD	SA/Mat 7/29/2025
Synovus Bank DV9D1	1195	245,000.00	4.60%		cd	SA/Mat 5/28/24 16mo
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJ51	1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	M/Mat 3/30/27
US Treasury 2CBQ3	1218	446,055.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 82781	1222	451,875.00	1.62%		AG	SA/Mat 1/31/27
US Treasury CCF68	1210	446,465.00	3.20%		AG	SA/MAT 5-31-26 4 YRS
Wells Fargo Bank 3A48	1488	238,205.90	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	503,419.89	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		36,672,761.04			65.17%	
Cash per Treasurer's Ledger		56,276,078.56			100.00%	
Plus Pending Disbursements		(23,475.47)				
Total Due to All Funds		56,252,603.09				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: May 2023 Cash Transfer Re

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

May 2023 Cash Transfer Report

Fiscal Impact: \$6,311,714.34

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 6/14/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/20/2023



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
May-23**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(752,120.31)
130	95 11122	General - Payroll Account	914,633.08	0.00
150	01 11102	General - Water Resources	577.13	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(2,411,643.57)
002	02 11900	Road & Bridge	60,483.98	0.00
003	03 11900	Human Services	0.00	(48,881.51)
004	04 11900	Public Health Agency	0.00	(111,651.69)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(437,869.21)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	50,763.31	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	383,317.53	0.00
013	13 11900	Land Preservation	70,176.15	0.00
030	30 11900	Mosquito Control	0.00	(15,494.57)
032	32 11900	Sage Grouse Trust	6,452.44	0.00
034	34 11900	Risk Management	0.00	(19,330.71)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(10,081.33)
050	50 11900	Gunnison County Sewer	0.00	(200,049.09)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(43,402.82)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(188,310.82)
125	52 11101	Solid Waste - Landfill Closure	5,905.94	0.00
126	52 11102	Solid Waste - Landfill Const	21,970.98	0.00
070	70 11900	Housing Authority	0.00	(422,613.83)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(3,416.33)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(172,783.16)
082	82 11900	ISF-II	0.00	(41,600.50)
090	90 11900	Health Insurance Trust	0.00	(16,392.14)
115	90 11101	Health Insurance Claims	185,202.90	0.00
091	91 11900	Local Marketing District	143,254.52	0.00
092	92 11900	Transportation Authority	0.00	(1,410,762.59)
093	93 11900	Public Trustee Agency	0.00	(5,310.16)
145	95 11121	Accounts Payable Clearing	4,468,976.38	0.00
TOTALS			\$ 6,311,714.34	\$ (6,311,714.34)

TRANSFER FOR JOURNAL ENTRIES:

305085, 305086, 305087, 305088, 305089, 305074, 304300, 303444, 303445, 212428, 211325, 304627, 305243, 305289, 305294, 305293, 305292, 306017, 305315, 305316, 305323, 305324, 305325, 305349, 212434, MAR AP COR, APR CT COR, AP, GBI, 305281, PRJ,

PREPARED BY: [Signature]
 AUTHORIZED BY: [Signature]
 RECEIVED BY TREASURER: [Signature]

DATE: 6/12/23
 DATE: 6/12/23
 DATE: 6-12-23

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

May-23

JE's	Description	Finance Business Date	51	51	52	52	52	70	70	71	71	72	80	82
			Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900
305085,	STND1: VEHICLE/EQUIPMENT RENT	5/31/2023	(576.68)		(12,618.14)									
305086,	STND2: BUDGETED INTERFUND TRANSFERS	5/31/2023						(866.70)					34,468.10	(114.58)
305087,	STND3: MAPPING SYSTEM CHARGES	5/31/2023	(661.66)											(5,305.00)
305088,	STND4: TELEPHONE/FAX SYSTEM CHARGES	5/31/2023			(37.50)								(37.50)	6,059.15
305089,	STND5: COMPUTER SYSTEM CHARGES	5/31/2023	(166.67)		(312.50)								(166.67)	32,192.36
305074,	WEED RENT TO AIRPORT MAY	5/31/2023												
304300,	MOTORPOOL RENTS APRIL	4/30/2023											2,956.80	
303444,	RECLASS TO CORRECT ACCOUNT	3/31/2023												942.56
303445,	PCARD MARCH	3/31/2023	(119.30)		(3,443.89)								(5,882.88)	(6,203.30)
212428,	MATERIAL USE ADJUST	12/31/2022											279.34	
211325,	EQUIPMENT USAGAE ADJUSTMENT	11/30/2022											1.00	
304627,	2022 UMB REBATE	4/30/2023	15.17		522.36								385.37	940.31
305243,	PW AIRPORT	5/31/2023	(24,612.77)											
305289,	RECLASS PAYROLL	5/31/2023												
305294,	COPIES COLOR MAY	5/31/2023												1,414.44
305293,	COPIES BLACK MAY	5/31/2023												848.12
305292,	POSTAGE USE MAY 2023	5/31/2023												1,551.95
306017,	WEED RENT TO AIRPORT JUNE	6/30/2023												
305315,	DHS RENT MAY	5/31/2023												
305316,	PH PHOTOCOPY MAY	5/31/2023												214.96
305323,	REC MED/DEN/FLEX/Rx CHECKS MAY	5/31/2023												
305324,	RECORD PW COMP EARNED MAY	5/31/2023	(127.84)		(424.20)								(67.97)	
305325,	REVENUE CLEARING MAY	5/31/2023								9,481.00				
305349,	LANDFILL ALLOCATION MAY	5/31/2023			(35,811.38)	5,905.94	21,970.98							
212434,	FYE INVENTORY TO ACTUALS												12,699.72	
MAR AP COR,	Correct March AP Clearing distribution	3/31/2023												
APR CT COR,	Correct April Cash Transfer - MAR Material Use	3/31/2023												
AP,	AP CLEARING MAY	5/31/2023	(3,744.46)		(84,024.47)			(421,747.13)		(12,897.33)			(159,065.43)	(54,846.38)
GBI,	LANDFILL INTERFUND CHARGES	N/A			317.24									
305281,	NET PAYROLL TRANSFER	5/31/2023												
PRJ,	Payroll Journals		(13,408.61)		(52,478.34)								(58,353.04)	(33,232.84)
TOTALS			(43,402.82)	-	(188,310.82)	5,905.94	21,970.98	(422,613.83)	-	(3,416.33)	-	-	(172,783.16)	(41,600.50)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

April 2023 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 6/15/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/20/2023

Gunnison County, Colorado
County Taxable Sales
For the Year Ended 12/31/23

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087									71,936,857
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119									54,253,630
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815									31,878,964
Marble	131,754	67,728	87,331	79,408									366,221
Pitkin	55,308	42,949	45,531	65,200									208,988
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145									60,223,414
TOTAL TAXABLE SALES	55,756,070	58,454,881	65,630,349	39,026,774	0	0	0	0	0	0	0	0	218,868,074
Computed 1% Sales Tax	557,560.70	584,548.81	656,303.49	390,267.74									2,188,681
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%									

For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	265,320,617
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	171,796,601
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	191,389,244
TOTAL TAXABLE SALES	51,780,854	53,542,844	63,450,637	39,284,953	44,795,580	67,927,181	77,114,392	75,162,879	65,908,121	51,098,739	45,518,231	62,115,429	697,699,840
Computed 1% Sales Tax	517,808.54	535,428.44	634,506.37	392,849.53	447,955.80	679,271.81	771,143.92	751,628.79	659,081.21	510,987.39	455,182.31	621,154.29	6,976,998.40
% Incr(Decr) of 2022 over 2021	22.44%	16.01%	22.41%	10.51%	11.23%	12.32%	9.24%	20.70%	2.88%	8.58%	7.44%	11.76%	12.80%

	Y-T-D 2022 TOTAL	Y-T-D 2023 TOTAL	Difference	%
City of Gunnison	75,359,169	71,936,857	(3,422,312)	-4.54%
Crested Butte	56,829,025	54,253,630	(2,575,395)	-4.53%
Mt. Crested Butte	29,216,297	31,878,964	2,662,667	9.11%
Marble	505,961	366,221	(139,740)	-27.62%
Pitkin	221,680	208,988	(12,692)	-5.73%
Unincorporated	45,927,156	60,223,414	14,296,258	31.13%
TOTAL TAXABLE SALES	208,059,288	218,868,074	10,808,786	5.20%
TOTAL COUNTY REVENUE	1,182,484	1,296,813	114,329	9.67%

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	68,898,821	75,359,169	6,460,348	9.38%
Crested Butte	49,767,515	56,829,025	7,061,510	14.19%
Mt. Crested Butte	21,878,150	29,216,297	7,338,147	33.54%
Marble	503,892	505,961	2,069	0.41%
Pitkin	248,516	221,680	(26,836)	-10.80%
Unincorporated	34,527,398	45,927,156	11,399,758	33.02%
TOTAL TAXABLE SALES	175,824,292	208,059,288	32,234,996	18.33%
TOTAL COUNTY REVENUE	981,034	1,182,484	201,450	20.53%

PREVIOUS YEARS FOR COMPARISON

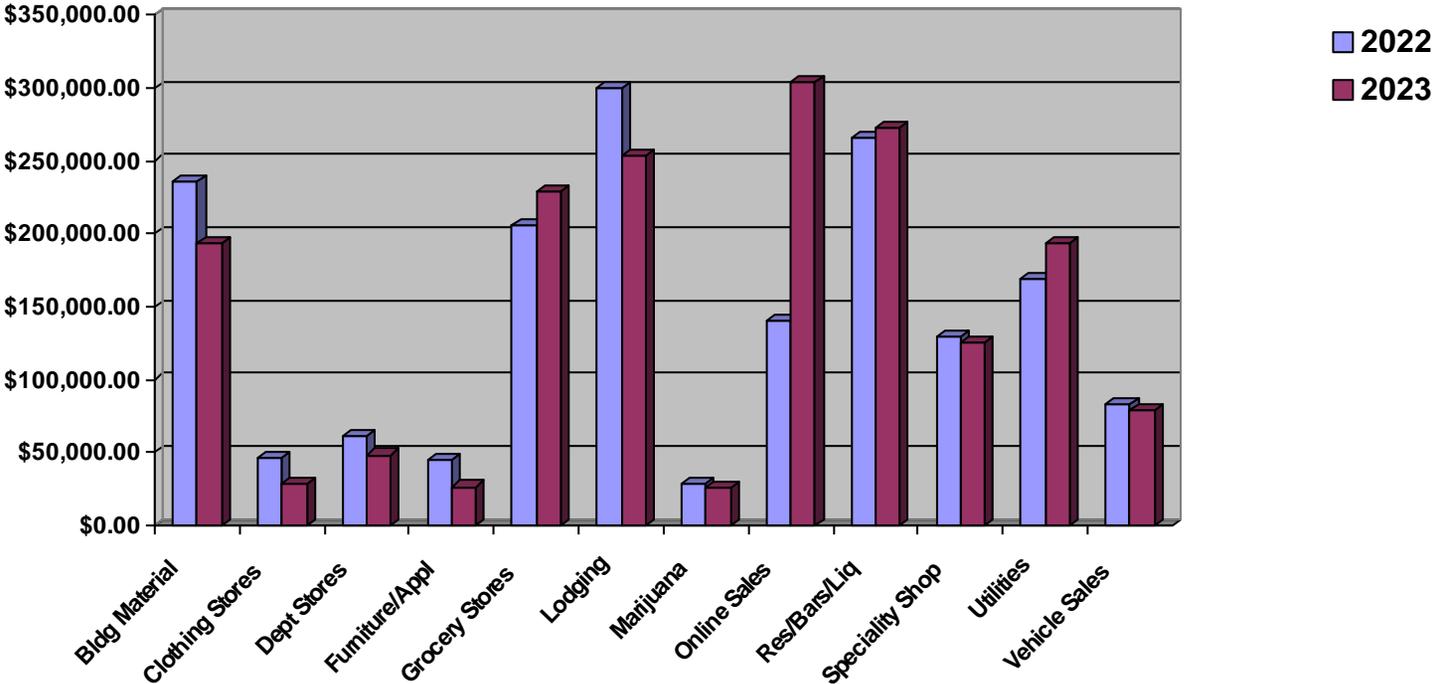
	2020 TOTAL	2021 TOTAL	Difference	%
City of Gunnison	217,223,917	255,916,781	38,692,864	17.81%
Crested Butte	129,700,628	167,915,771	38,215,143	29.46%
Mt. Crested Butte	36,716,482	51,409,373	14,692,891	40.02%
Marble	2,857,002	3,281,011	424,009	14.84%
Pitkin	1,278,152	1,709,362	431,210	33.74%
Unincorporated	112,437,436	138,277,459	25,840,023	22.98%
TOTAL TAXABLE SALES	500,213,617	618,509,757	118,296,140	23.65%

	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	78,846,346	112,437,436	33,591,090	42.60%
TOTAL TAXABLE SALES	457,300,539	500,213,617	42,913,078	9.38%

SALES TAX REVENUE COMPARISONS

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
2023	Current Month TOTAL COUNTY REVENUE	\$ 324,932.02	\$ 340,143.76	\$ 389,749.07	\$ 241,988.60										\$ 1,296,813.45	\$ 1,296,813.45	\$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%											9.67%	32.91%
2022	Current Month TOTAL COUNTY REVENUE	\$ 292,877.63	\$ 297,416.68	\$ 362,082.96	\$ 230,106.96	\$ 269,739.85	\$ 424,310.00	\$ 465,675.27	\$ 452,474.33	\$ 406,304.46	\$ 319,127.94	\$ 284,705.38	\$ 378,279.99	\$ 4,183,101.45	\$ 1,182,484.23	\$ 3,406,600.00	
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		20.53%	34.71%	
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 981,034.46	\$ 3,406,600.00	
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		32.62%	28.80%	
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 739,749.86	\$ 2,364,672.12	
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.70%	31.28%	
2019	Current Month TOTAL COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 644,922.86	\$ 2,110,144.44	
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		8.28%	30.56%	
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 595,625.11	\$ 1,924,050.00	
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		6.71%	30.96%	
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 558,158.91	\$ 1,838,400.00	
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		1.49%	30.36%	
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 549,986.48	\$ 1,838,000.00	
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		12.59%	29.92%	
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 488,504.21	\$ 1,590,000.00	
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		11.44%	30.72%	
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 438,353.77	\$ 1,472,000.00	
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		3.64%	29.78%	
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 422,950.45	\$ 1,425,560.00	
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		6.34%	29.67%	
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 397,735.11	\$ 1,329,266.00	
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		2.42%	29.92%	
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 388,329.30	\$ 1,314,611.00	

2022/2023 YTD INDUSTRY COMPARISON AS OF APRIL



April 2023

Taxes by Industry

Amusement & Entertainment	\$6,883.91
Bldg Material & Trades	\$44,833.94
Clothing Stores	\$2,080.82
Department Stores	\$11,524.49
Furniture & Appliance Stores	\$8,529.09
Gas/Convenience Stores	\$6,576.48
Grocery Stores	\$45,957.71
Lodging	\$21,767.92
Manufacturing	\$11,666.30
Marijuana	\$4,849.50
Miscellaneous Services	\$28,000.44
Online Sales	\$80,346.71
Ranching & Agriculture	\$75.07
Restaurant/Bars/Liquor Stores	\$36,453.59
Specialty Shops	\$23,306.74
Utilities	\$41,177.26
Vehicle Sales/Parts/Services	\$16,237.77
<i>GRAND TOTAL:</i>	\$390,267.74

Taxes by Industry and Jurisdiction

April 2023

Amusement & Entertainment

<i>Crested Butte</i>	1643.36
<i>Gunnison</i>	4590.75
<i>Mt. Crested Butte</i>	500.24
<i>Rem of Cnty</i>	149.44
<i>Somerset</i>	0.12

Grand Total By Industry: \$6,883.91

Bldg Material & Trades

<i>Crested Butte</i>	13897.64
<i>Gunnison</i>	23908.14
<i>Marble</i>	1.06
<i>Mt. Crested Butte</i>	529.57
<i>Ohio City</i>	0.45
<i>Pitkin</i>	94.91
<i>Rem of Cnty</i>	5820.02
<i>Somerset</i>	582.15

Grand Total By Industry: \$44,833.94

Clothing Stores

<i>Crested Butte</i>	946.48
<i>Gunnison</i>	1017.37
<i>Mt. Crested Butte</i>	116.97

Grand Total By Industry: \$2,080.82

Department Stores

<i>Gunnison</i>	11524.49
-----------------	----------

Grand Total By Industry: \$11,524.49

Furniture & Appliance Stores

<i>Crested Butte</i>	2900.69
<i>Gunnison</i>	2270.60
<i>Marble</i>	19.77
<i>Mt. Crested Butte</i>	321.72
<i>Rem of Cnty</i>	3016.31

Grand Total By Industry: \$8,529.09

Gas/Convenience Stores

<i>Crested Butte</i>	968.43
<i>Gunnison</i>	4236.84
<i>Pitkin</i>	4.92
<i>Rem of Cnty</i>	324.01
<i>Somerset</i>	1042.28

Grand Total By Industry: \$6,576.48

Grocery Stores

<i>Crested Butte</i>	7018.57
<i>Gunnison</i>	38773.90
<i>Marble</i>	14.53
<i>Mt. Crested Butte</i>	9.04
<i>Rem of Cnty</i>	141.67

Grand Total By Industry: \$45,957.71

Lodging

<i>Almont</i>	766.71
<i>Crested Butte</i>	3404.88
<i>Gunnison</i>	4313.70
<i>Marble</i>	77.86
<i>Mt. Crested Butte</i>	9693.38
<i>Ohio City</i>	8.87
<i>Parlin</i>	-0.71
<i>Pitkin</i>	55.97
<i>Powderhorn</i>	15.56
<i>Rem of Cnty</i>	3431.78
<i>Somerset</i>	-0.08

Grand Total By Industry: \$21,767.92

Manufacturing

<i>Almont</i>	0.06
<i>Crested Butte</i>	1124.62
<i>Gunnison</i>	1961.98
<i>Marble</i>	135.18
<i>Mt. Crested Butte</i>	534.57
<i>Ohio City</i>	163.91
<i>Pitkin</i>	203.28
<i>Rem of Cnty</i>	536.41
<i>Somerset</i>	7006.29

	<i>Grand Total By Industry:</i>	\$11,666.30
Marijuana		
<i>Crested Butte</i>		1352.40
<i>Gunnison</i>		3497.10
	<i>Grand Total By Industry:</i>	\$4,849.50
Miscellaneous Services		
<i>Almont</i>		1.51
<i>Crested Butte</i>		6690.38
<i>Gunnison</i>		9957.28
<i>Marble</i>		145.08
<i>Mt. Crested Butte</i>		2904.64
<i>Pitkin</i>		14.43
<i>Powderhorn</i>		1.01
<i>Rem of Cnty</i>		5742.97
<i>Somerset</i>		2542.94
<i>Tincup</i>		0.20
	<i>Grand Total By Industry:</i>	\$28,000.44
Online Sales		
<i>Rem of Cnty</i>		80346.71
	<i>Grand Total By Industry:</i>	\$80,346.71
Ranching & Agriculture		
<i>Gunnison</i>		75.07
	<i>Grand Total By Industry:</i>	\$75.07
Restaurant/Bars/Liquor Stores		
<i>Crested Butte</i>		11356.82
<i>Gunnison</i>		23763.86
<i>Marble</i>		81.01
<i>Mt. Crested Butte</i>		411.95
<i>Rem of Cnty</i>		692.04
<i>Somerset</i>		147.91
	<i>Grand Total By Industry:</i>	\$36,453.59
Specialty Shops		
<i>Crested Butte</i>		2226.23
<i>Gunnison</i>		9166.94
<i>Marble</i>		90.66
<i>Mt. Crested Butte</i>		825.60

<i>Ohio City</i>	7.23
<i>Pitkin</i>	4.60
<i>Rem of Cnty</i>	6393.39
<i>Somerset</i>	4592.09

Grand Total By Industry: \$23,306.74

Utilities

<i>Almont</i>	1376.11
<i>Crested Butte</i>	6010.85
<i>Gunnison</i>	11836.86
<i>Marble</i>	190.07
<i>Mt. Crested Butte</i>	7130.22
<i>Ohio City</i>	151.86
<i>Parlin</i>	1.14
<i>Pitkin</i>	202.49
<i>Rem of Cnty</i>	14055.55
<i>Somerset</i>	222.11

Grand Total By Industry: \$41,177.26

Vehicle Sales/Parts/Services

<i>Crested Butte</i>	2629.84
<i>Gunnison</i>	9715.99
<i>Marble</i>	38.86
<i>Mt. Crested Butte</i>	30.25
<i>Pitkin</i>	71.40
<i>Rem of Cnty</i>	3661.73
<i>Somerset</i>	89.70

Grand Total By Industry: \$16,237.77

\$390,267.74

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023	Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00										
	Interest Credit	(12.00)	33.00	3.00	2.00										
	Program Cost	297.21	423.69	445.61	385.57										
	Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,176,225.08	\$ 1,176,225.08
	% Change over previous year (cumulative)	-2.64%	-3.44%	-13.46%	-11.88%										
2022	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 1,334,749.35
	% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%	
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 1,076,348.63
	% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 670,277.74
	% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 670,684.12
	% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 587,453.28
	% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 598,947.55
% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 587,500.73
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 473,471.74
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 338,316.11
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 327,561.39
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 298,310.09

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Certification of Delinquent Taxes & Authorization

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Certify Delinquent Utilities to Treasurer for Collection

Fiscal Impact: 12,527.14 plus interest and fees

Submitted by: Perry W Solheim

Submitter's Email Address: psolheim@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 6/16/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/20/2023

Kathy Simillion
County Clerk & Recorder
221 N. Wisconsin Street
Gunnison, CO 81230



Elections (970) 641-7927
Elections Fax (970) 642-4675
Motor Vehicle (970) 641-1602
Recording (970) 641-2038
Motor Vehicle & Recording Fax (970) 641-7956

June 20, 2023

Debbie Dunbar
Gunnison County Treasurer
221 North Wisconsin, Suite T
Gunnison, Colorado 81230

Board of County Commissioners
of Gunnison County, Colorado
200 East Virginia Avenue
Gunnison, Colorado 81230

Dear Treasurer Dunbar & Commissioners:

Attached please find lists of persons who are delinquent in payment of rates, fees, tolls, and charges for the connection with and use of the Dos Rios, Antelope Hills, Somerset and North Gunnison Divisions of the Gunnison County Sewer and Water District. These names are certified pursuant to Colorado Revised Statute 30-20-420. I hereby request that you collect these taxes as provided in the statutes.

Sincerely,

A handwritten signature in blue ink that reads "Kathy Simillion". The signature is written in a cursive style.

Kathy Simillion
Gunnison County Clerk

attachments

cc: Matthew Birnie, County Manager
Martin Schmidt, Assistant County Manager and Public Works Director
Matthew Hoyt, County Attorney

KS:LL

June 20, 2023

GUNNISON COUNTY WATER AND SEWER DISTRICT

I, Kathy Simillion, Gunnison County Clerk, do hereby certify to the Board of County Commissioners of Gunnison County and the Gunnison County Treasurer the following accounts to be delinquent:

<u>Account Number</u>	<u>Parcel Number</u>	<u>Owner</u>	<u>Legal Description</u>	<u>Balance @ March 31, 2022</u>
20030		DARRYL ROBBINS PO BOX 1113 GUNNISON, CO 81230	AH MOBILE #30	148.01
20056		CHRISTIAN CAVARRA 23 SAGE LANE GUNNISON, CO 8123	AH MOBILE #56	353.26
20061		DEAN SCHMIDT 868 E 5TH AVE DURANGO, CO 81301	AH MOBILE #61	456.96
20082		JORDAN SHEY DOBBINS 6 WILLOW LANE GUNNISON, CO 81230	AH MOBILE #81 & 82	154.61
20090		MCCALLAN INSPIRATION, LLC 65 DEER TRAIL GUNNISON, CO 81230	LOT 2 AH SUBDIVISION	278.76
20116		ERIC EVAN HENKE 826 ANTELOPE RD GUNNISON, CO 81230	LOT 6, BLOCK 1, AH SUBDIVISION II	456.96
21021		JOSEPH A COOK PO BOX 563 SOMERSET, CO 81434	LOT 1, BLOCK 10, SOMERSET	209.92
22111		BRIAN GARRISON 229 CR 11 LOT 1 GUNNISON, CO 81230	LOT E1, PONDEROSA PARK SUBDIVISION	985.16
22112		R MORGAN CAVANAUGH 146 5TH AVE CHARDON, OH 44024	LOT 510, PONDEROSA PARK SUBDIVISION	1033.58

22113	DESOLEE GIBBONS 229 CR 11 LOT 12 GUNNISON, CO 81230	LOT E12, PONDEROSA PARK SUBDIVISION	383.49
22203	BENJAMIN SCHARRER 482 TAILOFF LANE SACRAMENTO, CA 95818	LOTS 1 & 2, BLOCK 80, WEST GUNNISON	1998.2
22327	BRANDON, CHERYL, & BARI SMEJKAL 109 ARAPAOE RD GUNNISON, CO 81230	LOT 2, GUNNISON RIVER SUBDIVISION, NO 1	605.16
22377	SATTEM, DOUGLAS 50 CANDELIGHT LANE GUNNISON, CO 81230	TRACT 1, NORTH VALLEY SUBDIVISION	448.59
22405	JOHN EPPS PO BOX 220 ALMONT, CO 81210	LOT 29, NORTH VALLEY SUBDIVISION	605.16
22425	ERIC WALTER KIKLEVICH PO BOX 1561 GUNNISON, CO 81230	LOT 1, CLINE'S HOMESITES SUBDIVISION	605.16
50329	MICHAEL & SHEILA ANDERSON 98 COTTONWOOD TRL. GUNNISON, CO 81230	LOT 23, GOLD BASIN MEADOWS	503.71
50332	GUNNISON RIVER HOUSE LLC 464 CR 16 GUNNISON, CO 81230	1.2 ACRES IN SECTION 3, TOWNSHIP	681.12
50351	CHESTER ANDERSON & MORGAN TOWNSEND 107 SHAVANO DR UNIT A6 GUNNISON, CO 81230	UNIT A6, FAIRWAY CONDOS	539.3
50382	ANTHONY FAMILY REV. LIVING TRUST 396 W COTTONWOOD RD GUNNISON, CO 81230	LOT 6, DOS RIOS ISLAND SUBDIVISION	577.46
50455	CLAY & THOMAS ANTHONY 266 TOMICHI TRL. GUNNISON, CO 81230	LOT 67, DOS RIOS SUBDIVISION, UNIT NO 3	988.54

50508

MOLLY PIKE
114 CURICANTI DR APT 5
GUNNISON, CO 81230

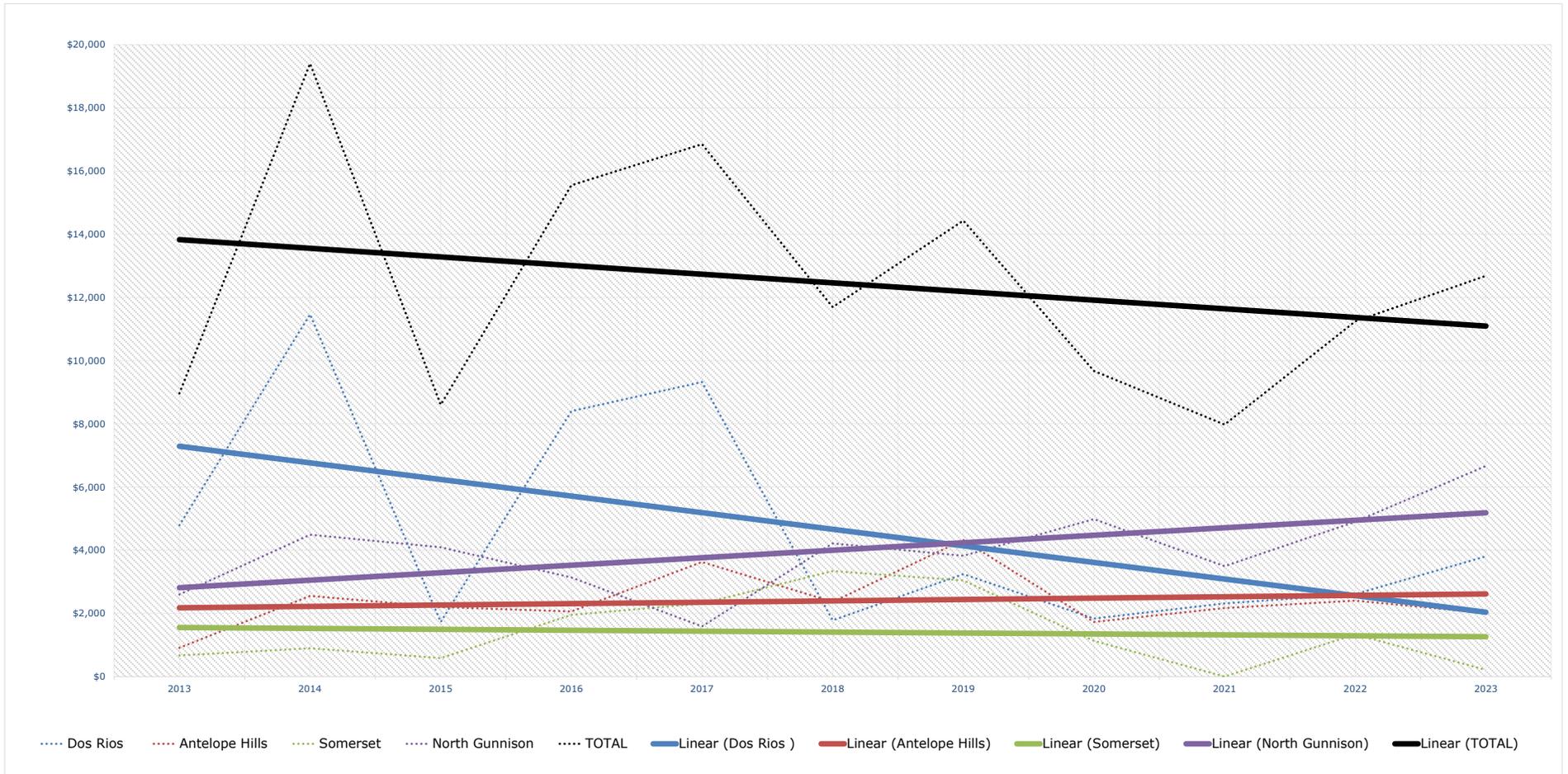
UNIT 5, WATERWHEEL CONDOS

514.03



**GUNNISON COUNTY SEWER AND WATER DISTRICT
DELINQUENT SEWER AND WATER ACCOUNTS
FOR THE YEARS 2013-2023**

DIVISION	2013	% CHANGE	2014	% CHANGE	2015	% CHANGE	2016	% CHANGE	2017	% CHANGE	2018	% CHANGE	2019	% CHANGE	2020	% CHANGE	2021	% CHANGE	2022	% CHANGE	2023
Dos Rios	4,786.65	139.5%	11,466.09	-84.9%	1,727.24	386.4%	8,401.88	11.0%	9,324.63	-80.9%	1,778.94	82.2%	3,241.61	-43.4%	1,835.05	26.2%	2,315.94	12.6%	2,607.79	45.9%	3,804.16
Antelope Hills	909.45	180.7%	2,552.39	-13.8%	2,198.95	-6.3%	2,061.31	76.0%	3,628.27	-34.8%	2,364.16	82.9%	4,323.69	-60.0%	1,729.11	25.3%	2,166.49	10.8%	2,401.40	-16.5%	2,005.99
Somerset	668.48	33.9%	895.22	-34.7%	584.58	234.1%	1,952.95	18.4%	2,312.25	44.4%	3,338.64	-8.8%	3,043.44	-62.9%	1,128.13	-100.0%	-	#DIV/0!	1,334.70	-84.3%	209.92
North Gunnison	2,599.06	72.8%	4,491.87	-8.9%	4,092.97	-23.4%	3,136.08	-49.4%	1,586.75	165.5%	4,213.38	-9.3%	3,823.24	30.3%	4,982.40	-29.9%	3,493.74	40.3%	4,900.78	36.0%	6,664.50
Total Certifications	\$ 8,963.64	116.5%	\$ 19,405.57	-55.7%	\$ 8,603.74	80.8%	\$ 15,552.22	8.4%	\$ 16,851.90	-30.6%	\$ 11,695.12	23.4%	\$ 14,431.98	-33.0%	\$ 9,674.69	-17.6%	\$ 7,976.17	41.0%	\$ 11,244.67	12.8%	\$ 12,684.57



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Minor Impact Subdivision of the amended Salisbury Subdivision Plat

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request for Subdivision approval to create one additional parcel in Almont near the Three Rivers Resort.

Fiscal Impact:

Submitted by: Hillary Seminick

Submitter's Email Address: hseminick@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 6.15.23

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/15/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/15/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 6/20/2023



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

To: The Gunnison County Board of County Commissioners
 From: Hillary Seminick AICP, Planning Director and Rachel Sabbato, Senior Planner
 Date: June 13, 2023
 Re: LUC-18-00006 Minor Impact Salisbury Subdivision

Background

On March 1, 2019, the Gunnison County Planning Commission (PC) held a Joint Public Hearing with the Board of County Commissioners (BOCC) for a Minor Impact Subdivision Application (Application) at 85 George Bailey Drive, fathering parcel number 3517-220-12-002, in Almont, Colorado. The Application was submitted by the owner, Mark Schumacher (Applicant). The fathering parcel is 1.74 acres according to the County Assessor record. The Subdivision requested to split the fathering parcel and to effectively absorb 3.94 acres of the adjacent General Common Element (GCE) area of the Three Rivers Mobile Home Park (Parcel ID 3517-220-12-002) extending the southern boundary of the new subdivision to USFS Road 743, aka Chimney Gulch. The subdivision would have two resultant parcels: Lot 1, 2.97 acres and Lot 2, 2.71 acres, totaling 5.68 acres for the new subdivision. The PC voted unanimously to recommend approval of the Minor Impact Subdivision Application to the BOCC (Exhibit A. PC Recommendation).



Figure 1. General Subdivision Configuration

After receiving the Recommendation, the Applicant discovered an existing title to a strip of land (Gap) contiguous to the southeast and southwest boundary of the fathering parcel, separating the fathering parcel from the GCE extending to USFS Road 743. The Gap was titled to an entity known as the Taylor River Resort. The Gap exists due to past survey error, as five different legal descriptions have been used to convey property located within and around the Taylor River Resort and Three Rivers Resort Subdivision properties over the years. *Figure 1* shows the general relationship between the fathering parcel (red shadow), the Gap (yellow), the GCE (blue) and the general location of the subdivision/parcel boundary (black line) between Lots 1 and 2.

The Applicant obtained Title to the Gap through a conveyance from the Taylor River Resort and from the beneficiaries of the Estates of Forrest M. Cranor and Thorabelle Cranor, and thereby avoided having to pursue Quiet Title

action against said parties. Please see the Exhibit B. describing the conveyance from Robert O’Hayre, the Applicant’s attorney, dated June 2, 2023, for further reference.

Subsequent to the resolution of the title issues described herein, the Applicant has provided an amended subdivision plat (Exhibit C) reflecting these changes. The plat was signed by Planning Commissioner Chair Andy Sovick on March 2, 2023. Amended covenants are provided in Exhibit D to reflect lender changes to the document. The County is not a party to this document; however, the subdivision plat and covenants are recorded concurrently as the covenants will include the plat recordation reception number in Section 3.i. of the document.

Request of the BOCC

The Applicant requests the BOCC approve the Minor Impact Subdivision of the amended subdivision plat. First, the BOCC shall determine whether to hold an additional Public Hearing regarding this request pursuant to Section 6-106. L. *Board Decision On Optional Board Public Hearing On Subdivision, Condominium Or Townhome Development, Or Water Impoundment Project Classified As Class II Dam of the Gunnison County Land Use Resolution.* The Board may hold a public hearing to consider the Application and the Planning Commission’s recommendation. The Board shall determine whether or not to conduct a public hearing based on the Board’s determination of whether it is in the public interest to do so, considering among other factors the following:

1. *LEVEL OF PUBLIC INTEREST. There has or has not been substantial public interest in the proposal; or*
2. *IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the application of the proposed land use change will be identified; or*
3. *IDENTIFICATION OF NEW INFORMATION. Whether it is probable that new information related to the application will be provided.*
4. *BOARD PUBLIC HEARING. If the Board chooses to conduct a public hearing, the following shall apply:*
 - a. *HEARING NOTICE. Public notice that the Board will conduct a public hearing to consider the Preliminary Plan shall be pursuant to Section 3-112: Notice of Public Hearing.*
 - b. *CONDUCT OF HEARING. The Board hearing shall be conducted pursuant to Section 3-113: Conduct of a Public Hearing.*

During the initial review of this Application, the Planning Commission did not receive any public comments nor public testimony regarding the request at the Joint Public Hearing on March 1, 2019 (Exhibit E. Approved PC Meeting Minutes). The Gap created by survey error and transfer of title over the years is new information; however, there is no fundamental difference between the plat reviewed at the March 1, 2019 hearing and the amended plat for consideration today. Deputy County Attorney Alex San Filippo-Rosser reviewed the Application and subsequent revisions and has found the previous Planning Commission recommendation valid. Staff believes the amendments comply with Sections 6-106.1-3 of the Gunnison County Land Use Resolution and recommend final approval of the Minor Impact Subdivision Application without an additional public hearing, and has included a draft resolution for the Board’s consideration (Exhibit F).

The complete Application may be accessed at <https://permitdb.gunnisoncounty.org/citizenaccess/> View by navigating the following path: Projects > Application > LUC-19-00006> Attachments.

Exhibits

- A. Planning Commission Recommendation
- B. Gap Title Conveyance Letter
- C. Amended Subdivision Plat
- D. Amended Covenants
- E. Approved PC Meeting Minutes
- F. Draft BOCC Resolution

TO: Board of County Commissioners
FROM: Planning Commission
SUBJECT: Planning Commission Recommendation-Final
Salisbury Subdivision, Almont Colorado
LUC-2018-00006
DATE: March 1, 2019
PREPARED BY: Rachel Sabbato, Planner II
APPLICANT: Mark Schumacher

At its regular meeting on March 1, 2019, the Planning Commission unanimously approved the following Minor Impact Recommendation, moved by Vince Rogalski and seconded by Jack Diani.

PROJECT SUMMARY:

The applicant is proposing a formation of a new single-family lot (Lot 1, 2.97 acres) for a future home with an integrated secondary residence from a boundary change of an existing single-family lot and vacant land. The existing single-family lot (Lot 2, 2.71 acres) has an existing home belonging to applicant. All properties affected are owned by the applicant and from this land use change forward will be called the Salisbury Subdivision for a total of 5.68 acres. A new well is proposed for lot 1 and lot 2 currently has a well serving the existing house. Wastewater will utilize the Almont Sewage Hereafter In Transit Plant. Access is year round via George Bailey Drive/CR 7432 and Taylor Canyon Road/CR 742. New covenants have been created for the Salisbury Subdivision, included herein this application for review.

LOCATION:

The site is located on 5.68 acres, adjacent to George Bailey Drive, in the town of Almont, legally described as NE1/4 SE1/4SE1/4 Section 22, Range 51 North, Range 1 East, NMPM and a portion of the Three Rivers Subdivision Remainder Tract.

SURROUNDING LAND USES:

West – Three Rivers Mobile Home Park, 31.7 acres.
North – 2.69 acres of vacant land, owned by applicant.
East – 2.79 acres with a single family residence owned by Mary Minich.
South – 6.32 acres of vacant land, owned by applicant.

IMPACT CLASSIFICATION: Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A. 2-4 Units.*

PLANS/REPORTS/SUBMITTALS:

Plans, reports, and other submittal documents informing this Recommendation include, but are not limited to:

- Minor Impact Land Use Change Application
- Subdivision Plat titled, Salisbury Subdivision and Replat of portions of Lot 6 and Remainder Parcel of Three Rivers Resort Subdivision, prepared by North Star Surveying, Inc., dated August 22, 2018.
- Almont Sewage Hereafter In Transit Plant letter of approval for new sewer line and capacity proposed by proposed subdivision.

- Well permit from Colorado Division of Water Resources, permit number 80718-F, dated March 21, 2017.
- Upper Gunnison River Water conservancy District, Third Party Agreement for Purchase of Augmentation water for long-term service, dated February 16, 2017.
- Mountain Geotech, Geotechnical Report for building envelope and geologic hazards titled, Lot 1 Salisbury Subdivision Geotechnical Report, Project #MG-18-007, dated July 10, 2018.
- Restrictive Covenants titled, Restrictive Covenant for Salisbury Subdivision.
- Chris Parmeter, Colorado Parks and Wildlife District Wildlife Manager, letter dated April 2, 2018.
- Marlene Crosby, Gunnison County Public Works Director, email of May 3, 2018

MEETING DATES:

The Planning Commission held meetings on the following dates:

- January 18, 2019 Work Session
- March 1, 2019 Joint Public Hearing/Work Session

SITE VISIT:

The Planning Commission determined that a site visit was not necessary, as they were familiar with the property and neighborhood.

PUBLIC HEARING:

The Planning Commission and the Board of County Commissioners conducted a joint public hearing on March 1, 2019. At that time,

All testimony, both written and oral, is hereby incorporated as part of this record of review and evaluation.

REVIEW AGENCY REFERRAL COMMENTS:

Comments were received from the following agencies:

Gunnison County Public Works Department: Marlene Crosby, Public Works Director, email of May 3, 2018 notes:

“I have reviewed the submitted application and have no concerns. Please note that currently George Bailey Drive from CR 742 to FS #743 is not County maintained or plowed.”

Colorado Parks and Wildlife: Chris Parmeter, District Wildlife Manager , letter of April 2, 2018 notes:

“The Almont area has a long history of human/bear conflicts. To avoid wildlife conflicts, the management of outside pet food, bird feeders, and the storage of household waste should be given a high priority. It is recommended that bear resistant trash containers be required for use in any new development in the Gunnison Basin.”

Mountain Geotech: Geotechnical Report of July 10, 2018 notes:

The recommendation states, “it appears that the proposed building site on Lot 1 Salisbury subdivision is suitable for the construction of a proposed residence within the proposed building envelope”. Specific foundation and building recommendations are also provided in this report.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY LAND USE RESOLUTION:

Section 9-101: E. and F: Secondary residences are allowed, and standards are addressed in covenants. Applicant is proposing with the formation of the new single family lot and a future home with integrated secondary residence 1200 square feet or less.

Section 9-503: Satellite dishes. Permitted as accessory to single-family residence.

Section 10-102: Locational Standards for Residential Development.

This proposal meets the primary residential density standard. The proposed subdivision is located adjacent to an existing population center, Almont is the identified existing population center. The location of this request results in no significant net adverse impact to the neighborhood.

Section 10-103: Residential Density.

This proposal meets this standard, Determination of Density Considers Sewage Disposal Requirements, as the proposed subdivision will tie into the existing wastewater treatment plant in Almont as well as the Lot Size and Lot Density Considerations.

Section 11-103: Development in Areas Subject to Flood Hazards.

The property contains no floodplain, according to County mapping.

Section 11-104: Development in Areas Subject to Geologic Hazards.

The property contains geologic rock fall and wildfire hazards. A geotech report dated July 10, 2018 by Mountain Geotech has been completed and included within this application. Recommendations within the report state, "it appears that the proposed building site on Lot 1 Salisbury subdivision is suitable for the construction of a proposed residence within the proposed building envelope". Specific foundation and building recommendations are also provided in this report.

Section 11-105: Development in Areas Subject to Wildfire Hazards.

The property is located in a moderate wildfire hazard area, according to County mapping.

Section 11-106: Protection of Wildlife Habitat Areas.

The property is within Gunnison Sage-grouse habitat and a sage grouse review and certification has been completed, the proposed activity will not adversely impact Gunnison sage-grouse.

In a letter from Colorado Parks and Wildlife District Wildlife Manager, Chris Parmeter, he states, "The Almont area has a long history of human/bear conflicts. To avoid wildlife conflicts, the management of outside pet food, bird feeders, and the storage of household waste should be given a high priority. It is recommended that bear resistant trash containers be required for use in any new development in the Gunnison Basin."

Section 11-107: Protection of Water Quality.

No water bodies are located on the property.

Section 11-108: Standards for Development on Ridgelines.

The property is not located on a ridgeline.

Section 11-109: *Development that Affects Agricultural Lands.*

There are no agricultural lands affected by the request.

Section 11-110: *Development of Land beyond Snowplowed Access.*

The property is not located beyond snowplowed access.

Section 11-111: *Development on Inholdings in the National Wilderness.*

Not applicable.

Section 11-112: *Development on Property above Timberline.*

Not applicable.

Section 12-103: *Road System.*

The proposed subdivision and existing residences are accessed by existing driveways from George Bailey Drive. In an email dated May 3, 2018 Marlene Crosby Director of Public Works stated, "I have reviewed the submitted application and have no concerns. Please note that currently George Bailey Drive from CR 742 to FS #743 is not County maintained or plowed."

Section 12-104: *Public Trails.*

There is no public trail existing or proposed on the lot.

Section 12-105: *Water Supply.*

The water supply for the proposed new subdivision will be a private well on lot 1, the existing residence on lot 2 also has a private well. Augmentation water has also been secured.

Section 12-106: *Sewage Disposal/Wastewater Treatment.*

The proposed residences in the Salisbury Subdivision will tie into the existing Almont Sewage Hereafter In Transit Plant wastewater treatment plant.

Section 12-107: *Fire Protection.*

The property is within the Gunnison County Fire Protection District.

Section 13-103: *General Site Plan Standards and Lot Measurements.*

The proposed subdivision is in compliance. Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions*.

Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions*.

Section 13-105: *Residential Building Sizes and Lot Coverages.*

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions*.

Section 13-107: *Installation of Solid Fuel-Burning Devices*

Installation of solid fuel-burning devices is subject to the standards of this Section at the time of building permit application.

Section 13-108: *Open Space and Recreation Areas*

Not applicable. Open space dedication is not required for minor impact projects.

Section 13-109: *Signs.*

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-110: *Off-Road Parking and Loading.*

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-111: *Landscaping and Buffering.*

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-112: *Snow storage.*

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* shall be and in compliance with the Gunnison Land Use Regulations.

Section 13-113: *Fencing*

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-114: *Exterior Lighting.*

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-115: *Reclamation and Noxious Weed Control.*

A reclamation permit from the Public Works Department is required for driveway construction and site clearing.

Section 13-116: *Grading and Erosion Control.*

Grading activities are required to secure a Reclamation Permit from the Public Works Department.

Section 13-117: *Drainage, Construction and Post-Construction Stormwater Runoff.*

Construction activities are required to secure a Reclamation Permit from the Public Works Department.

Section 13-118: *Water Impoundments.*

Not applicable.

Section 13-119: *Standards to Ensure Compatible Uses.*

The proposed land use change shall be designed, constructed, and maintained in a manner that will not adversely affect the character and tranquility of nearby residential or public use areas.

Section 15-103: *Right-to-Ranch Policy.*

Not applicable.

FINDINGS:

The Commission finds that:

1. The Planning Commission has classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A. 2-4 Units.*

2. To mitigate geologic hazards on the property, a specific building envelope has been designated by Mountain Geotech.
3. The land use change complies with all applicable requirements of the *Gunnison County Land Use Resolution* and *Section 6-103: Standards of Approval for Minor Impact Projects*.
4. This review and recommendation incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plans, exhibits, and public testimony, has reached the above Findings and recommends to the Board of County Commissioners that LUC No. 2018-00006 Salisbury Subdivision, be approved with the following conditions:

1. This permit is limited to activities described within the "Project Summary" of this application, and as depicted on the Site 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. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
3. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
4. To avoid wildlife conflicts, the management of outside pet food, bird feeders, and the storage of household waste should be given a high priority. It is recommended that bear resistant trash containers be required for use in any new development in the Gunnison Basin.
5. Disturbed areas must be reseeded with an appropriate seed mix. Colorado Parks and Wildlife (CPW) and/or the Natural Resources Conservation Service (NRCS) are available to help identify an appropriate seed mix.
6. Property owners must control or attempt to eradicate any noxious weeds that occur on the property. A list of noxious weeds may be found in the Colorado Noxious Weed list: www.colorado.gov/pacific/agconservation/noxious-weed-species. The Gunnison County Weed Management Program should be contacted (970- 641-4393) for additional information and technical assistance.
7. Per Section 11-106 G.3.d.1. of the Gunnison County Land Use Resolution, dogs and cats must be kept under appropriate control, by means which may include kenneling or other physically secure methods to ensure that negative effects to wildlife from pets do not occur. This includes construction workers' pets.

8. Per Section 11-106 G. e. of the Gunnison County Land Use Resolution, unless pre-empted by Federal or State law, all non-indigenous gallinaceous game-birds (including but not limited to pheasants, chukar, and quail), shall be imported only from a source certified by the State of Colorado to be disease free. Prior to importation of any species of gallinaceous game-birds to this parcel, the person proposing such action shall submit a list of species, with numbers proposed, and a disease certification, with a listing of diseases certified, from the source proposed. No importation (movement onto the property) of any wild birds, as defined above, shall occur without written approval by Gunnison County.
9. 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.
10. 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.
11. 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.

Salisbury Subdivision and Replat of Portions of Lot 6 and Remainder Parcel of Three Rivers Resort Subdivision

RESTRICTIVE COVENANT

Restrictive Covenant recorded at Reception Number _____ on _____

DESCRIPTION OF WATER RIGHTS

Lot 1 is served by an existing well permitted by the Division of Water Resources under Well Permit No. 80718 issued on March 21, 2017, for ordinary household use inside two (2) single family dwellings. The well permit was obtained in conjunction with a Third-Party Agreement for Purchase of Aspinall Unit Storage Water for Long-Term Water Service between the Declarant and the Upper Gunnison River Water Conservancy District, and pursuant to (a) the Upper Gunnison River Water Conservancy District's Augmentation Plan approved by the Division 4 Water Court in Case No. 03CW0049, and (b) the subordination decreed in Division 4 Water Court Case No. 07CW0071.

Lot 2 is served by an existing well permitted by the Division of Water Resources under Well Permit No. 81575 issued on October 31, 1975, for household use and not for irrigation.

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS AND WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

We, Mark A. Schumacher and Mary Jo Schumacher and MASMJS, LLC, a Colorado limited liability company, being owners of the land hereon described, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of geologic hazard areas and wildfire hazard areas that may affect the use and occupancy of this property, and any improvements thereto. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agree to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including, bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

Mark A. Schumacher
Mary Jo Schumacher

MASMJS, LLC, a Colorado limited liability company
By: Mark A. Schumacher, Member/Manager
By: Mary Jo Schumacher, Member/Manager

GENERAL NOTES

- Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and any expense of enforcement of the domestic animal control restrictions by Gunnison County shall be at the expense of the owner.
- As per Colorado Revised Statutes Section 35-46-101, et seq., a property owner is required to construct and maintain fencing in order to keep livestock off his/her property.
- An irrigation ditch owner has the right to enter any designated irrigation ditch easement on a Lot, maintain the ditch, and leave natural debris on the bank.

ATTORNEY'S OPINION

I, Robert M. O'Hayre, 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 Mark A. Schumacher and Mary Jo Schumacher and MASMJS, LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

- Reservations and exceptions as set forth in United States Patent recorded April 9, 1928 in Book 235 at page 186.
- Easements and rights of way for ingress and egress purposes and for water pipeline purposes, together with rights to install, upkeep and repair said pipelines as granted in deeds recorded August 27, 1932 in Book 245 at page 43, September 13, 1934 in Book 245 at page 177, September 10, 1937 in Book 253 at page 329, August 22, 1941 in Book 258 at page 328 and August 22, 1941 in Book 258 at page 329.
- Easement and Right of Way as set forth in instrument recorded August 22, 1941 in Book 264 at page 1.
- Easement and Right of Way as set forth in instrument recorded July 17, 1974 in Book 471 at page 241.
- Terms and conditions in Right of Way Agreement between Mark Schumacher and Greeley Gas Company recorded May 19, 1992 in Book 706 at page 194.
- Resolution No. 12, Series 1996 by the Board of County Commissioners of Gunnison County approving land use change recorded March 28, 1996 in Book 780 at page 673, Boundary Line Adjustment Schumacher Property Plat recorded May 22, 2000 as Reception No. 501882, and Finding of No Impact, Certification No. 12, Series 2000 as recorded May 22, 2000 as Reception No. 501883.
- Covenants, conditions and restrictions as set forth in Protective Covenants of Three Rivers Estates recorded October 19, 2000 as Reception No. 506064, Amendment to Protective Covenants recorded September 11, 2001 as Reception No. 514093 and recorded October 15, 2001 as Reception No. 515050, and Third Amendment recorded September 18, 2006 as Reception No. 586566.
- All easements, exceptions, dedications, reservations, restrictions, roads, ditches, building envelopes, setbacks, and notes as set forth on the Plat of THREE RIVERS RESORT SUBDIVISION recorded October 19, 2000 as Reception No. 506063.
- Terms and conditions in Board of County Commissioners of Gunnison County Resolution No. 57, Series 2000, approving a land use change permit, recorded October 30, 2000 as Reception No. 506333.
- Deed of Dedication for right-of-way for County Road 7432 - George Bailey Drive, recorded May 5, 2006 as Reception No. 564918.
- Grant of Easement for Public Access for County Road 7432 - Lost Canyon Road, recorded May 5, 2006 as Reception No. 564919.
- Right-of-Way Map for Taylor Canyon Road, George Bailey Drive, and Lost Canyon Road recorded May 5, 2006 as Reception No. 564920.
- Resolution No. 32, Series 2006 by the Board of County Commissioners of Gunnison County approving a waiver of certain provisions of the Gunnison County Standard Specifications for Road and Bridge Construction for a portion of Lost Canyon Road a/k/a County Road 7432 recorded May 5, 2006 as Reception No. 564921.
- Grant of Easement for Public Access for County Road 7432 - Lost Canyon Road, recorded November 8, 2006 as Reception No. 570729.
- Terms, conditions, and restrictions as contained in Gunnison County Planning Commission Certificate of Administrative Review, Certification No. 43 Series 2014, recorded September 15, 2014 as Reception No. 628847.
- Terms, conditions, obligations and restrictions in Gunnison County Planning Commission Certificate of Administrative Review, Certification No. 04 Series 2019, recorded February 4, 2019 as Reception No. 658566.
- Right of Way and Easement to Atmos Energy as set forth in instrument recorded March 11, 2022 as Reception No. 683533.
- Deed of Trust for the use of The Gunnison Bank and Trust Company dated December 28, 2020, recorded December 30, 2020 as Reception No. 672446.
- Deed of Trust for the use of The Gunnison Bank and Trust Company dated December 28, 2020, recorded December 30, 2020 as Reception No. 672448.

Dated this 13 day of January, 2023.

Robert M. O'Hayre
Robert M. O'Hayre, Reg. No. 21996
LAW OFFICE OF ROBERT M. O'HAYRE, LLC
120 North Taylor St., P. O. Box 179
Gunnison, CO 81230
Telephone: (970) 641-3326

SURVEYOR'S STATEMENT

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Bearings were based on astronomic north as measured between found monuments on the northeastern boundary of the parcel described in deed recorded at Reception #621809.

I, Terri A. Weber, Professional Land Surveyor in the State of Colorado, do hereby certify to Mark A. Schumacher, Mary Jo Schumacher, and MASMJS, LLC, that this survey was executed based upon my knowledge, information, and belief, is in accordance with applicable standards of practice, and is not a guarantee or warranty, either expressed or implied. This statement does not extend to any un-named person without an express statement by surveyor naming such person. This is not a valid survey without the original seal and signature of the undersigned surveyor.

Terri A. Weber
Colorado Professional Land Surveyor
Date: _____
North Star Surveying, Inc.
P.O. Box 868
Gunnison, CO 81230
(970) 641-4543

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

The property described on this plat is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No. _____ of the Records of the Clerk and Recorder of Gunnison County.

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 2nd day of March, A.D. 2023.

Chairperson, Gunnison County Planning Commission

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of Salisbury Subdivision is approved this _____ day of _____, A.D. 20____. The Public Access Easements shall be maintained and snowplowed as per documents recorded at Reception #564919 and #570729, Gunnison County Recorder's Office. The private roads shall be maintained and snowplowed by and at the expense of the lot owners and not by Gunnison County or any other public agency.

Chairperson, Gunnison County Board of Commissioners

Attest:

Gunnison County Clerk and Recorder

DEDICATION

We, Mark A. Schumacher, Mary Jo Schumacher, and MASMJS, LLC, a Colorado limited liability company, being owners of the land described as follows, and Bank of the West, a California state banking corporation, The Gunnison Bank and Trust Company, and Bonnie L. MacAdams and Robert E. MacAdams, being mortgagees and lienholders of the land described as follows:

A tract of land within the boundaries of

Three Rivers Resort Remainder, according to the Plat of Three Rivers Resort Subdivision recorded October 19, 2000 as Reception No. 506063; and

Lot 6, Three Rivers Resort Subdivision, according to the Plat recorded October 19, 2000 as Reception No. 506063; and

Township 51 North, Range 1 East, N.M.P.M.

Section 22. A tract of land situated near the Northeast Corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 22, Township 51 North, Range 1 East, New Mexico Principal Meridian, and more specifically described as follows:

Beginning at Corner No. 1, a one-inch steel bolt driven in the ground in a mound of stone, common to Corner No. 1 of the Ross G. and Edith C. Minich Tract, whence the Northwest corner of said quarter quarter section bears N74°58' West 978.35 feet distant; the Northwest corner of the Cobblestone Fireplace on the Ross G. and Edith C. Minich bungalow bears S75°26' East 220.96 feet, and the Northeast corner of the Cobblestone foundation of Dr. R.C. West bungalow bears S25°57' East 125.10 feet; a cross mark cut in West face of a large Schist stone bears N31°36' East 152.95 feet; thence S58°24' East 275 feet to Corner No. 2, a one-inch steel bolt driven in the ground in a mound of stone at a point on the Southwest line of the Ross G. and Edith C. Minich tract; thence S31°36' West 275 feet to Corner No. 3, a one-inch steel bolt driven in the ground in a mound of stone; thence N58°24' West 275 feet to Corner No. 4, a one-inch steel bolt driven in the ground in a mound of stone; thence N31°36' East 275 feet to Corner No. 1, the place of beginning. (All courses referred to the true magnetic meridian with a variation of 14°30' East)

County of Gunnison,
State of Colorado,

Containing 5.68 acres;

In Gunnison County, Colorado, under the name of SALISBURY SUBDIVISION, have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently 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 areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

OWNERS

In witness whereof, Mark A. Schumacher, Mary Jo Schumacher, and MASMJS, LLC, have subscribed their names this 1 day of February, 2023.

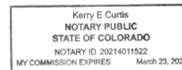
Mark A. Schumacher
Mary Jo Schumacher

MASMJS, LLC, a Colorado limited liability company
By: Mark A. Schumacher, Member/Manager
By: Mary Jo Schumacher, Member/Manager

STATE OF COLORADO)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 1 day of February, 2023, by Mark A. Schumacher and Mary Jo Schumacher, individually and as Member/Managers of MASMJS, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 3/23/25



Notary Public
Address: 120 Taylor St.
Gunnison, CO 81230

MORTGAGEES AND LIENHOLDERS

In witness whereof, The Gunnison Bank and Trust Company has subscribed its name this 29th day of December, 2022.

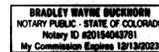
THE GUNNISON BANK AND TRUST COMPANY

By: _____
Name: Chad W. Zummach
Title: Vice President

STATE OF Utah)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 29th day of December, 2022, by Chad W. Zummach, of The Gunnison Bank and Trust Company.

Witness my hand and official seal.
My commission expires: December 31st, 2023



Notary Public
Address: 232 W. Tenth Ave.
Gunnison, CO 81230

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____

A.D. 20____, Reception Number _____, Time _____, Date _____

Gunnison County Clerk and Recorder

NORTH STAR SURVEYING, INC.

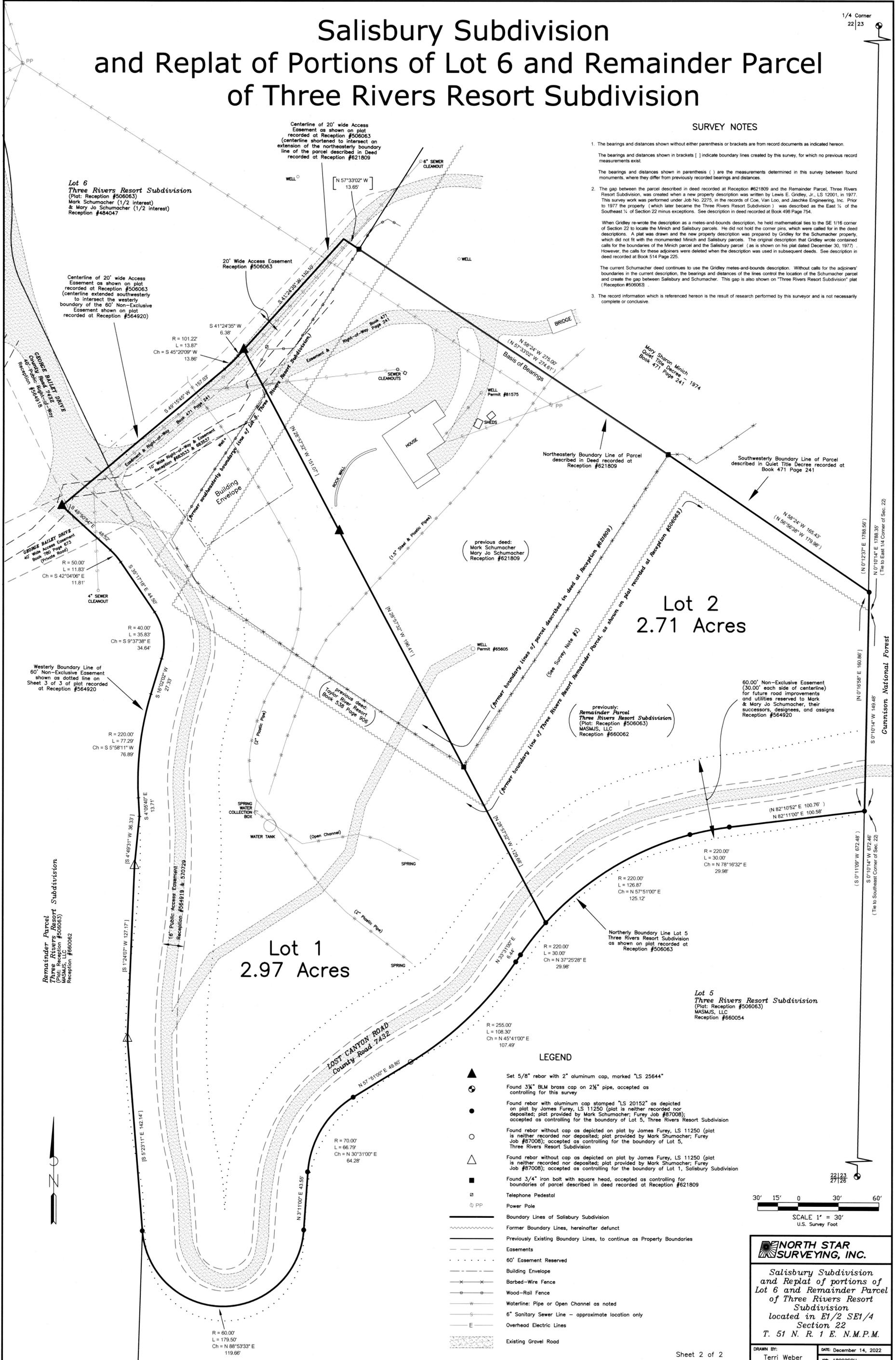
Salisbury Subdivision
and Replat of portions of
Lot 6 and Remainder Parcel
of Three Rivers Resort
Subdivision
located in E1/2 SE1/4
Section 22
T. 51 N. R. 1 E. N.M.P.M.

DRAWN BY: Terri Weber
DATE: December 14, 2022
JOB: 18002SCH

Salisbury Subdivision and Replat of Portions of Lot 6 and Remainder Parcel of Three Rivers Resort Subdivision

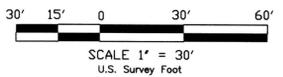
SURVEY NOTES

- The bearings and distances shown without either parenthesis or brackets are from record documents as indicated hereon.
The bearings and distances shown in brackets [] indicate boundary lines created by this survey, for which no previous record measurements exist.
The bearings and distances shown in parenthesis () are the measurements determined in this survey between found monuments, where they differ from previously recorded bearings and distances.
- The gap between the parcel described in deed recorded at Reception #621809 and the Remainder Parcel, Three Rivers Resort Subdivision, was created when a new property description was written by Lewis E. Gridley, Jr., LS 12001, in 1977. This survey work was performed under Job No. 2275, in the records of Coe, Van Loo, and Jaschke Engineering, Inc. Prior to 1977 the property (which later became the Three Rivers Resort Subdivision) was described as the East 1/4 of the Southeast 1/4 of Section 22 minus exceptions. See description in deed recorded at Book 498 Page 754.
When Gridley re-wrote the description as a metes-and-bounds description, he held mathematical lies to the SE 1/16 corner of Section 22 to locate the Minch and Salisbury parcels. He did not hold the corner pins, which were called for in the deed descriptions. A plat was drawn and the new property description was prepared by Gridley for the Schumacher property, which did not fit with the monumented Minch and Salisbury parcels. The original description that Gridley wrote contained calls for the boundaries of the Minch parcel and the Salisbury parcel (as is shown on his plat dated December 30, 1977). However, the calls for these adjoiners were deleted when the description was used in subsequent deeds. See description in deed recorded at Book 514 Page 225.
The current Schumacher deed continues to use the Gridley metes-and-bounds description. Without calls for the adjoiners' boundaries in the current description, the bearings and distances of the lines control the location of the Schumacher parcel and create the gap between Salisbury and Schumacher. This gap is also shown on "Three Rivers Resort Subdivision" plat (Reception #506063).
- The record information which is referenced hereon is the result of research performed by this surveyor and is not necessarily complete or conclusive.



LEGEND

- ▲ Set 5/8" rebar with 2" aluminum cap, marked "LS 25644"
- Found 3/4" BLM brass cap on 2 1/2" pipe, accepted as controlling for this survey
- Found rebar with aluminum cap stamped "LS 20152" as depicted on plat by James Furey, LS 11250 (plat is neither recorded nor deposited; plat provided by Mark Schumacher; Furey Job #87008); accepted as controlling for the boundary of Lot 5, Three Rivers Resort Subdivision
- Found rebar without cap as depicted on plat by James Furey, LS 11250 (plat is neither recorded nor deposited; plat provided by Mark Schumacher; Furey Job #87008); accepted as controlling for the boundary of Lot 5, Three Rivers Resort Subdivision
- △ Found rebar without cap as depicted on plat by James Furey, LS 11250 (plat is neither recorded nor deposited; plat provided by Mark Schumacher; Furey Job #87008); accepted as controlling for the boundary of Lot 1, Salisbury Subdivision
- Found 3/4" iron bolt with square head, accepted as controlling for boundaries of parcel described in deed recorded at Reception #621809
- ⊕ Telephone Pedestal
- ⊙ Power Pole
- Boundary Lines of Salisbury Subdivision
- Former Boundary Lines, hereinafter defunct
- - - - - Previously Existing Boundary Lines, to continue as Property Boundaries
- - - - - Easements
- - - - - 60' Easement Reserved
- - - - - Building Envelope
- - - - - Barbed-Wire Fence
- - - - - Wood-Rail Fence
- - - - - Waterline: Pipe or Open Channel as noted
- - - - - 6" Sanitary Sewer Line - approximate location only
- - - - - Overhead Electric Lines
- - - - - Existing Gravel Road



NORTH STAR SURVEYING, INC.

Salisbury Subdivision
and Replat of portions of
Lot 6 and Remainder Parcel
of Three Rivers Resort
Subdivision
located in E1/2 SE1/4
Section 22
T. 51 N. R. 1 E. N.M.P.M.

DRAWN BY: Terri Weber
DATE: December 14, 2022
JOB: 18002SCH

ROBERT M. O'HAYRE
BOHAYRE@GUCLAW.COM

LAW OFFICE
OF
ROBERT M. O'HAYRE, LLC

120 N. TAYLOR STREET
P.O. Box 179
GUNNISON, CO 81230
(970) 641-3326 EXT. 2

June 2, 2023

19019

Ms. Rachel Sabbato, Senior Planner
Gunnison County Planning Department
Blackstock Government Center
221 N. Wisconsin, Suite D
Gunnison, Colorado 81230

SENT BY EMAIL ONLY TO:
RSabbato@gunnisoncounty.org

Re: Mark A. Schumacher
Salisbury Subdivision, Almont, Colorado
LUC-2018-00006

Dear Rachel:

I write to explain the title issue concerning the property being platted as the Salisbury Subdivision, which delayed this project for a time, but that we have since resolved.

As I previously explained, during the course of the project we discovered that title to a strip of land (the "Gap") located between the property platted as the Three Rivers Resort Subdivision and the property known as the "Salisbury Parcel" was arguably held by an entity known as the "Taylor River Resort."

The Gap exists because five different legal descriptions have been used to convey property located within and around the Taylor River Resort and Three Rivers Resort Subdivision properties. Our surveyor, Terri A. Weber of North Star Surveying, Inc., succinctly explains the source of the Gap problem in Survey Note No. 2 on the proposed Salisbury Subdivision plat.

The Gap is also depicted on the Three Rivers Resort Subdivision plat, which was recorded on October 19, 2000 at Reception No. 506063 of the records of Gunnison County. I have again enclosed a copy of that plat showing the Gap.

As noted in prior correspondence, we were able to obtain title to the Gap through a conveyance from the Taylor River Resort entity and from the beneficiaries of the Estates of Forrest M. Cranor and Thorabelle Cranor, and thereby avoided having to prosecute a quiet title action against those parties.

I have enclosed a copy of the bargain and sale deed from those parties to Mark Schumacher's entity, MASMJS, LLC, which was recorded on January 13, 2021 at Reception No. 672815 of the records of Gunnison County.

Ms. Rachel Sabbato, Senior Planner
Gunnison County Planning Department
June 2, 2023
Page 2

I have also enclosed a copy of the Statement of Authority for the Taylor River Resort entity, which is referenced in the bargain and sale deed, and identifies the Limited Partners of the Taylor River Resort entity, who later executed the bargain and sale deed to MASMJS, LLC. The Statement of Authority was recorded on March 4, 2005 at Reception No. 551491 of the records of Gunnison County.

In addition to resolving that issue, since he first applied for the Salisbury Subdivision land use change, Mark Schumacher has also paid off two of the loans that were secured by deeds of trust encumbering the subject property. Those deeds of trust were held by the Bank of the West and by Bonnie L. and Robert E. MacAdams, respectively. I have enclosed copies of the recorded releases of those deeds of trust, which were recorded on September 20, 2022 at Reception No. 687287 and on November 2, 2022 at Reception No. 688414.

Now that we have accomplished the foregoing, and have provided you the signed mylar of the plat and of the updated Restrictive Covenants, I believe the project is now ripe for the Board's approval.

Please let me know if you have any questions, and thank you again for your assistance.

Very truly yours,



Robert M. O'Hayre

RMO:fhs
Enclosures
cc: Mark A. Schumacher (w/ encls.)

**RESTRICTIVE COVENANT
FOR
SALISBURY SUBDIVISION**

This Restrictive Covenant is executed this 12 day of May, 2023, by Mark A. Schumacher, Mary Jo Schumacher, and MASMJS, LLC, a Colorado limited liability company ("Declarant"), as the owner of the property described on Exhibit A attached hereto (the "Property").

1. OWNERSHIP. Declarant, as the owner of the Property, submits the Property to all the terms, conditions, rights, duties, obligations, covenants, easements, restrictions and interests as set forth in this Restrictive Covenant.

2. RESTRICTIVE COVENANT. The Declarant, for themselves and their grantees, successors, heirs, personal representatives, assigns, and any Person acquiring and holding an interest in the Property, shall be bound by all the provisions of this Restrictive Covenant.

3. DEFINITIONS. The following definitions apply to this Restrictive Covenant unless the context expressly provides otherwise:

a. Building. Means a building or buildings within the Property.

b. Declarant. Means Mark A. Schumacher, Mary Jo Schumacher, and MASMJS, LLC, a Colorado limited liability company, and their successors and assigns.

c. Efficiency Dwelling Unit. Means a living unit with the Single-Family Residence or attached to the Single-Family Residence.

d. Garage. Means an accessory Building or an accessory portion of a Single-Family Residence designed for the storage of one or more motor vehicles and any incidental use associated therewith.

e. Improvements. Means all buildings, structures, parking areas, fences, walls, driveways, signs, changes in exterior color or shape, excavation, site work, grading, driveway construction, utilities and any exterior construction or exterior improvement constructed or completed on a Lot.

f. Lot. Means a lot, tract or parcel of land set forth on the Plat of the Salisbury Subdivision and Replat of Portions of Lot 6 and Remainder Parcel of Three Rivers Resort Subdivision.

g. Owner. Means the record owner, whether one or more Persons or

entities, of fee simple title to any Lot.

h. Person. Means a person, corporation, partnership, joint venture, association, fiduciary or any other type of entity or designation by which title to any Lot is held.

i. Plat. Means the Plat of the Salisbury Subdivision and Replat of Portions of Lot 6 and Remainder Parcel of Three Rivers Resort Subdivision, recorded _____, and bearing Reception No. _____ of the records of Gunnison County, Colorado, and as the same may be amended, enlarged, or revised from time to time and affecting the Property.

j. Property. Means the property subject to this Restrictive Covenant.

k. Restrictive Covenant. Means this Restrictive Covenant, and all duly executed amendments, supplements or additions to this Restrictive Covenant.

l. Single-Family Residence. Means a detached Building designed for or used as a dwelling exclusively by one (1) family as an independent housekeeping unit. Each Single-Family Residence may include one (1) Efficiency Dwelling Unit and one (1) attached or detached Garage.

4. NUMBER OF LOTS. The Property is subdivided into two (2) Lots. Each Lot and any easements appurtenant thereto shall together comprise one Lot which shall be inseparable and may be conveyed, devised or encumbered only as a single Lot.

5. LEGAL DESCRIPTION OF LOTS. Every instrument affecting the title to a Lot shall describe the Lot as follows:

Lot _____, Salisbury Subdivision, according to the Plat thereof recorded at Reception No. _____, and the Restrictive Covenant pertaining thereto recorded at Reception No. _____, of the records of Gunnison County, Colorado, County of Gunnison, State of Colorado.

This reference to the Plat and the Restrictive Covenant shall be deemed to include any supplements or amendments to the same whether specific reference is or is not made thereto.

Such legal description shall be sufficient for all purposes to sell, convey, transfer, and encumber or otherwise affect the Lot and all appurtenant property and property rights of the Lot and to incorporate all the rights, duties, limitations and burdens incident to the ownership of a Lot as described in this Restrictive Covenant.

6. TITLE. A Lot may be held and owned by more than one Lot Owner as joint

tenants or as tenants in common, or in any real property tenancy or estate recognized under the laws of the State of Colorado.

7. TERM OF OWNERSHIP. The separate estate of a Lot Owner created by this Restrictive Covenant shall continue until revoked in the manner contained in this Restrictive Covenant or by operation of law.

8. USE OF LOTS. The Lots are subject to the following restrictions on use:

a. Single-Family Residence. All Lots shall be used and occupied solely for residential purposes, as authorized by the then existing land use regulations or other applicable regulations of the County of Gunnison, State of Colorado, and any covenants or agreements entered with the County of Gunnison as to such use and occupancy. The use of each Lot shall be further limited to the use of one Single-Family Residence and, at each Lot Owner's discretion, an attached or detached Garage and Efficiency Dwelling Unit.

b. Occupancy. A Single-Family Residence and Efficiency Dwelling Unit may be rented or leased for either short-term or long-term occupancy. The occupants of any leased or rented Single-Family Residence or Efficiency Dwelling Unit are subject to this Restrictive Covenant.

c. Approval by Owners. No Building shall be constructed on any Lot unless it complies with the Design Requirements set forth herein and is approved by the Owner of the other Lot.

d. Design Requirements. All Buildings and Improvements constructed on any Lot, and the use thereof, shall comply with the terms, conditions, definitions, and objectives of the Design Requirements set forth herein.

e. No Commercial Use. No commercial or business enterprise of any nature shall be allowed or permitted on any Lot; provided, however, that the Owner of a Lot may conduct an in-home executive office or an in-home occupation, or artistic or literary activity within a Building on a Lot.

f. Dogs, Cats, and Livestock. No more than two (2) dogs and/or two (2) cats are permitted to be kept on a Lot. All dogs and cats must remain within the boundaries of each Lot and shall always be kenneled, leashed, or controlled by other similar means. No dog or cat shall create a nuisance or noise problem within the Property. The Lot Owner shall be personally liable and responsible for all actions of any dog or cat and any damage caused by the dog or cat. No other animals or pets, except for birds and fish, may be kept or maintained on a Lot, including but not limited to horses, hogs, goats, cattle, and poultry.

g. Domestic Animal Control. Any adjacent landowner engaging in agricultural operations has the right to destroy any dogs which are harassing livestock within that Person's property. Upon impoundment, the owner of the animal, if known, shall be immediately notified and the animal taken to the nearest facility which accepts impounded animals. It is the duty of the owner of such animal to recover the animal from such facility and to pay all costs and fees incurred in the impoundment of the animal. If the animal is not recovered by the owner in accordance with the rules and regulations of the impoundment facility, the facility may destroy the animal without liability to the facility, the Owner or Gunnison County.

h. Trash. No trash, ashes, garbage, weeds or other refuse shall be allowed to accumulate or be placed on any Lot. All trash and refuse edible by wildlife must be stored or contained within a wildlife-resistant trash or refuse receptacle.

i. Noise. No exterior horns, whistles, bells or other sound devices shall be placed or used on any Lot, except security devices used exclusively to protect the security of persons and Improvements on a Lot. No animals shall be kept or maintained on any Lot that creates a nuisance by noise, including without limitation, barking dogs.

j. Nuisance. No obnoxious or offensive activity shall be allowed or conducted on a Lot, nor shall anything be done or permitted that shall constitute a public nuisance.

k. Hazardous Activities. No activities shall be allowed or conducted on a Lot that are or might be unsafe or hazardous to any person or property. Such hazardous activities include, but are not limited to, fireworks, firearms, bow and arrows, explosives, air or pellet guns or any similar type devices.

l. Open Fires. No outside open fires are permitted on a Lot without fully complying with Gunnison County regulations concerning the same, including but not limited to any prior notification requirements contained within such regulations.

m. Vehicles. Parking of boats, trailers, campers, motor homes, ATVs or recreational vehicles on a Lot is expressly prohibited, except within a fully enclosed garage.

n. Building Envelope. All Buildings constructed on Lot 1 of the Salisbury Subdivision shall be constructed within the Building Envelope set forth on the Plat.

o. Sewage Treatment. All Buildings designed for human occupancy shall be connected to the sanitary sewage facilities operated by the Almont Sewage Hereafter In-Transit Plant, Inc. All sewage disposal systems shall be constructed, installed and maintained in compliance with all applicable rules and regulations of the Almont Sewage Hereafter In-Transit Plant, Inc. and any governmental entity having jurisdiction

over the Property.

p. Domestic Water Supply. All Single-Family Residences constructed within the Property shall be connected to and utilize the single water well drilled pursuant to the well permit issued by the Colorado Division of Water Resources for each Lot.

9. RECORDED EASEMENTS. The Property is subject to all easements as shown on the Plat and any other easement, map or plat of record.

10. OWNER'S EASEMENTS. Each Owner shall have a non-exclusive right and easement over the existing driveways and roads shown on the Plat for vehicular and pedestrian access from the public road or roads serving the Property to their Lot, which easement shall be appurtenant to and pass with the title to each of the Lots. Each Owner shall also have a non-exclusive right and easement over each of the Lots for the location, installation, and maintenance of utilities to serve the Lots. Said utility easements shall be in the locations shown on the Plat and shall be appurtenant to and pass with the title to each of the Lots.

11. DESIGN REQUIREMENTS. All Buildings and other Improvements constructed on a Lot shall comply with the following Design Requirements:

a. International Building Code. All Single-Family Residences, Efficiency Dwelling Units, Garages, Buildings and Improvements shall meet all the requirements, including fire protection standards, of the 2015 International Building Code, as amended, and all other uniform codes of Gunnison County then in effect.

b. Building Density. The following minimum and maximum building densities are established for all Buildings:

Single-Family Residence. Not less than 1,200 square feet of gross residential floor area nor more than 4,000 square feet of gross residential floor area.

Efficiency Dwelling Unit. Not more than 1,200 square feet of gross residential floor area.

Garage: There are no minimum or maximum densities for Garages.

c. Maximum Lot Density. The maximum gross floor area of all Buildings constructed on a Lot, including any Single-Family Residence, Efficiency Dwelling Unit, and Garage, shall not exceed 6,500 square feet of gross floor area, excluding basements.

d. Height. The maximum height of all Buildings shall be 30 feet, measured from the existing grade located at the northwest boundary line of the Building Envelope.

e. Exterior Building Materials and Style. All Buildings, including roofs and chimneys, shall be built in an exterior style with colors and materials harmonious to the area, and all Buildings and structures on a Lot shall be similar in style. All colors of exterior walls, roofs, and chimneys shall be natural or earth tones in colors to blend with the natural surroundings.

f. Exterior Lighting. All exterior lighting must comply with the requirements specified in Section 13-114, of the Gunnison County Land Use Resolution, as amended.

g. Fencing. All fencing must comply with Section 13-113 of the Gunnison County Land Use Resolution, as amended. The design, materials, and height of fences must also satisfy the requirements set forth in Section 11-106 of the Gunnison County Land Use Resolution, as amended, concerning the protection of wildlife.

h. Reclamation and Noxious Weed Control. All disturbances of the ground caused by earth moving, including road and driveway cutting and construction, clearing of land, and berm construction, must comply with Section 13-115 of the Gunnison County Land Use Resolution, as amended.

i. Signs. Signs erected on a Lot may require a permit from Gunnison County, and must comply with Section 13-109 of the Gunnison County Land Use Resolution, as amended.

j. Parking. All permanent off-road parking and loading facilities must comply with Section 13-110 of the Gunnison County Land Use Resolution, as amended. All such facilities shall be located within the Building Envelope for each Lot as designated on the Plat. There is no parking permitted on any road located within the Property.

k. Landscaping and Buffering. All landscaping and buffering must comply with the Section 13-111 of the Gunnison County Land Use Resolution, as amended. Generally, each Lot must be landscaped in a manner that preserves and enhances the unique identity of the Lot. Landscaping may include plant materials including trees, shrubs, ground covers, perennials and annuals, and other materials including rocks, walls, fences, planters, and paving materials.

l. Snow Removal and Snow Storage. Each Lot Owner is responsible for removing snow from driveways and parking areas located on their Lot. Snow shall be stored in the snow storage areas depicted on Plat, and all plowing, dumping, and storage of show shall comply with Section 13-112 of the Gunnison County Land Use Resolution, as amended.

m. Solid Fuel Burning Devices. Any solid-fuel burning device shall be installed pursuant to the standards and specifications defined by the manufacturer of

that device or shall meet the clearances specified in the International Mechanical Code, subject to inspection and approval by the Gunnison County Building Inspector and by the Gunnison Fire Protection District for compliance with Section 13-107 of the Gunnison County Land Use Resolution, as amended.

n. Geotechnical Site-Specific Study. The Property is located within a geologic hazard area as identified by the geotechnical study attached as Exhibit B to this Restrictive Covenant, which study is titled Lot 1 Salisbury Subdivision Geotechnical Report, Project #MG-18-007, was prepared by Mountain Geotech, P.O. Box 2944, Crested Butte, Colorado 81224, and is dated July 10, 2018. The specific hazards in which the Property is located, the and the identified portions of the Property that are affected by such hazards, are set forth in said geotechnical study.

12. EXISTING STRUCTURES. Any structures, including the Single-Family Residence and other Buildings and Improvements situate on Lot 2, that exist as of the date this Restrictive Covenant is recorded in the records of Gunnison County, and which do not conform to this Restrictive Covenant, may be continued as a non-conforming use, but are subject to the following specific conditions:

a. Enlargement. No such structure or improvement may be enlarged except in compliance with this Restrictive Covenant.

b. Minor Destruction. If any existing structure or improvement that does not conform to this Restrictive Covenant is destroyed by fire or any other calamity to the extent of 60% or less, the structure or improvement may be restored, but not enlarged, provided the restoration is commenced within one (1) year after the date of destruction and diligently pursued to completion.

c. Major Destruction. If any existing structure or improvement that does not conform to this Restrictive Covenant is destroyed by fire or any other calamity to the extent of more than 60%, the structure or improvement may not be restored or rebuilt except in full compliance with this Restrictive Covenant.

13. ENFORCEMENT. The following terms and provisions apply to the enforcement of this Restrictive Covenant:

a. Nuisance. Every violation of this Restrictive Covenant shall be deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof.

b. Failure to Comply. The failure to comply herewith shall be grounds for an action to recover damages, and action for injunctive relief, and/or and action for specific performance.

c. Enforcement by Owners. Each Lot Owner is hereby granted a right of

action against the other Lot Owner to enforce or to correct any violation of this Restrictive Covenant.

d. Enforcement by Gunnison County. The Board of County Commissioners of Gunnison County, Colorado ("Gunnison County") is specifically granted the right to enforce this Restrictive Covenant and to bring any action as may be required to correct the violation thereof. Gunnison County may enforce this Restrictive Covenant at its sole discretion, without assumption of any liability whether such enforcement is or is not exercised, and without obligation to exercise such enforcement in any circumstance. The ability of Gunnison County to enforce this Restrictive Covenant is non-exclusive and does not preclude any other authorized party from enforcing the same.

e. Jurisdiction and Venue. This Restrictive Covenant is entered in Gunnison County, Colorado, and it is agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Restrictive Covenant shall be in the District or County Courts of Gunnison County, Colorado.

f. Attorney Fees. If any such interpretation or enforcement action is commenced or maintained in court, whether in law or in equity, the prevailing party shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred therein, except that a judgment of attorney fees or costs shall not be awarded against Gunnison County.

14. AMENDMENT OF RESTRICTIVE COVENANT AND PLAT. This Restrictive Covenant and the Plat may be amended only by the unanimous vote or agreement of the Lot Owners and only with the approval of Gunnison County. All amendments shall be effective upon the recording of the same in the records of Gunnison County, Colorado.

15. DECLARANT'S AMENDMENT OF PLAT. Declarant reserves the right to amend the Plat from time to time, to conform the same according to the actual location of any of the improvements and to establish, relocate and vacate easements, access roads, and parking areas, which shall require the approval of Gunnison County. Declarant's right under this paragraph shall terminate upon the conveyance of Lot 2 as set forth on the Plat.

16. DURATION OF RESTRICTIVE COVENANT. The rule against perpetuities does not apply to defeat any provision of this Restrictive Covenant.

17. TERMINATION. Except only in the case of taking of the entire Property, and all the Lots, by eminent domain, this Restrictive Covenant may only be terminated by a unanimous vote or agreement of the Lot Owners, by all holders of recorded first deeds of trust on the Property, and only with the approval of Gunnison County. The termination shall be evidenced by a Termination Agreement executed by the Lot

Owners and by all the holders of any recorded first deeds of trust on the Property in the same manner as is required for a Deed.

18. VOTING. Each Lot is allocated one vote for that Lot. If a Lot is owned by more than one Owner, the vote must be cast only as a single vote. Split or divided votes or membership are not permitted.

19. SINGLE ADDRESS FOR MAILING. If a Lot is owned by more than one person, or by a partnership, joint venture, corporation, or other such entity, the Lot Owners thereof shall designate to the other Lot Owner in writing the name and address of the agent of the Lot Owners to whom all legal or official notices may be properly and lawfully mailed, and upon failure to so designate an agent, the Lot Owner's address as shown in the Gunnison County Assessor's records shall be deemed to be the correct address for receipt of notices to such Lot Owners.

20. GENERAL PROVISIONS. The following general terms and provisions apply to this Restrictive Covenant:

a. Validity. If any provision of this Restrictive Covenant or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstances are invalidated, such invalidity shall not affect the validity of the remainder of this Restrictive Covenant and the application of any such provision, paragraph, sentence, clause, phrase or work in any other circumstances shall not be affected thereby.

b. Context of Words. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders

c. Additional Provisions. The provisions of this Restrictive Covenant shall be in addition and supplemental to all other provisions of law.

d. Binding on Successors and Assigns. This Restrictive Covenant shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and may only be amended, terminated or released with the express consent of Gunnison County, Colorado.

The remainder of this page intentionally left blank.

EXHIBIT A
Restrictive Covenant
(Property)

Lots 1 and 2, Salisbury Subdivision as identified on the plat titled: "Salisbury Subdivision and Replat of Portions of Lot 6 and Remainder Parcel of Three Rivers Resort Subdivision" recorded on _____, 2023 as Reception No: _____;

County of Gunnison,
State of Colorado.

EXHIBIT B
Restrictive Covenant
(Geotechnical Study)



July 10, 2018

Mark Schumacher
P.O. Box 339
Almont, CO 81210-0339

Transmitted via email: mark@3riversresort.com

Re: Lot 1 Salisbury subdivision Geotechnical Report, Project #MG-18-007

Dear Mr. Schumacher,

As requested, we performed a limited subsurface and geologic hazard evaluation at the proposed building site on Lot 1 Salisbury subdivision in Gunnison County, Colorado. The results, findings, conclusions, and recommendations follow.

Introduction and Scope of Services

Mountain Geotech conducted an evaluation of shallow subsurface and site conditions on May 15th, 2018 at the proposed building site on Lot 1 Salisbury subdivision. The scope of our services was to evaluate the proposed building site on the property for the construction of a single family residence. The evaluation consisted of a review of available geology and geologic hazard maps, a general site reconnaissance, the excavation of two test pits, observation, logging and testing of representative materials found in the test pits, and analysis of the available data. Our services did not include an evaluation of deep subsurface conditions. This report presents the findings of our evaluation and our geotechnical engineering recommendations related to the proposed single family residence in the recently revised Lot 1 building envelope.

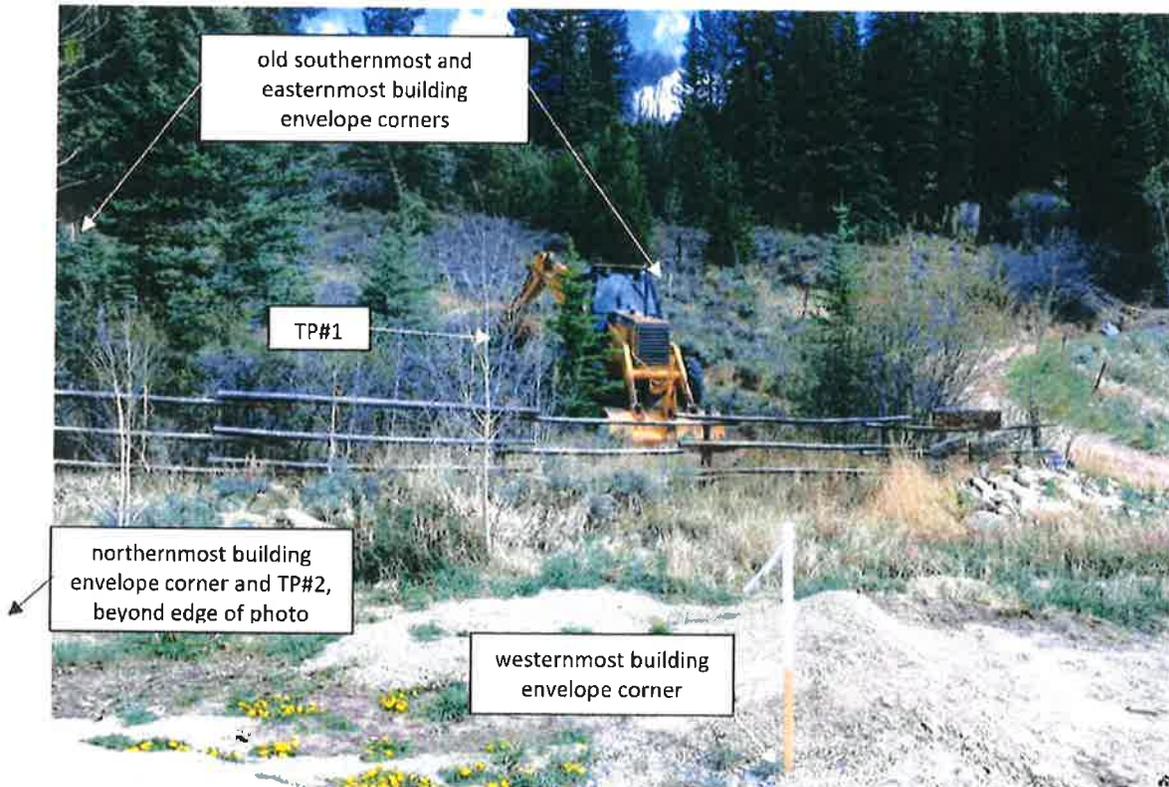
This report includes a review the published geologic hazards pertinent to the proposed building site to identify hazards of which the owner should be aware and the constraints to construction that those hazards may impose. Included in our review, was the report titled "Geohazard Assessment, Lots 1 & 2 Salisbury Subdivision" dated August 26, 2014 by Buckhorn Geotech, Inc.

Proposed Construction Plans

Based on our discussions with Mr. Schumacher, we understand he is currently in the process of revising the size of the building envelope on Lot 1. A single family residence is proposed for construction within the building envelope at some time in the future. The residence will be served by the Three Rivers Resort wastewater treatment system. It is anticipated that the future residential structure will transfer approximately 1,000 to 2,500 pounds per linear foot to the foundation levels with concentrated loads of 10,000 to 30,000 pounds.

Existing Site Conditions

Lot 1 Salisbury subdivision is a 2.97-acre parcel located in Almont in Gunnison County, Colorado. The attached Site Plan (courtesy of Mark Schumacher and North Star Surveying) shows the building envelope previously proposed. The approximate locations of our test pits (TP#1 and TP#2) and the new proposed building envelope are shown on the Site Plan. Terrain across the proposed building site is gently to moderately sloping (at grades of less than 30%) generally to the north. Upslope and south of the new proposed building site, the slope steepens to grades ranging from 30 to 50%. The building site is vegetated with sagebrush, grasses, and scattered aspen and evergreen trees. Surface runoff appears to flow generally to the north across the building site. The following photograph was taken of the building site at the time of our field evaluation. The existing fence in the photograph is crossing the proposed building site.



The photograph above is taken looking south, slightly southeast across the proposed building site during the excavation of Test Pit #1. The local topography and the surface conditions at the time of our site evaluation on May 15th, 2018 are shown in the photograph. Test Pit #2 and the northernmost building envelope corner were located to the left (north) of the photograph. The new proposed building envelope is being moved down slope from the locations indicated with the stakes in the photograph. Also refer to the attached Site Plan.

We excavated two test pits (TP#1 and TP#2) within the new proposed building envelope. The results of our field subsurface evaluation and laboratory testing are discussed in the ***Subsurface Conditions*** section of this report.

Geology

The geology within Gunnison County encompasses some of the oldest and the youngest rock in Colorado. As indicated in *Geology and Mineral Resources of Gunnison County, Colorado* (Colorado Geological Survey Resource Series 37, Streufert, 1999), Precambrian crystalline rock including felsic and hornblende gneiss, biotite gneiss, mafic intrusive rocks and granitic rocks outcrop in the hills and mountains south and east of the City of Gunnison. These rocks are the oldest in the region and date from 1,800 million years ago. The ancient formations were uplifted during the Laramide Orogeny as the Sawatch Uplift in eastern part of Gunnison County and the Gunnison Uplift in southern Gunnison County. The Sawatch Uplift, extending from the Gunnison River east to beyond the Gunnison County line, is highly faulted and fractured. The crest of this uplift coincides with the Continental Divide and contains many of the regions productive mining districts. Younger Paleozoic and Mesozoic rock were eroded off this uplift, exposing the older Precambrian rock underneath, east and south of Gunnison (Streufert, 1999).

To the north and west of Gunnison eroded remnants of the younger Paleozoic and Mesozoic bedrock units remain. These sedimentary bedrock units outcrop in the vicinity of Blue Mesa Reservoir. Much of this sedimentary rock is completely covered by the West Elk Breccia, an extensive volcanic deposit that mantles an area north from Blue Mesa Reservoir and east from Ohio Creek. This volcanic rock is composed of lava flows and ejected rubble mixed with mud and debris flows derived from the West Elk volcanic field approximately 20 miles northwest of Gunnison. Subsequent to this episode of volcanic deposition, extensive ash flow tuffs were deposited from the San Juan volcanic field to the south. These ash flow deposits feather out to the north across the surface of the underlying West Elk Breccia. The ash flows also extend to the east where they directly overlie the older Precambrian metamorphic and intrusive rock, south of Gunnison (Streufert, 1999).

Erosion and re-deposition of eroded material created the landscape seen today. Tributary drainages cut canyons into the volcanic rock and softer sedimentary rock. Surficial runoff and sheet flow transported weathered rock down slope to the drainage systems, redepositing the material as river alluvium. Where steeper slopes of weathered bedrock became saturated, mass wasting occurred in the form of landslides, debris flows, and smaller earthflows.

According to the *Geologic Map of the Almont Quadrangle, Gunnison County, Colorado* (contained with the Colorado Geological Survey Open File Report 05-5. Plat 1 of 2, by Coogan et. al, 2005), Lot 1 of the Salisbury subdivision is mapped as Quaternary Debris-fan deposits (Qdf). These deposits are described as 'poorly stratified, poorly sorted sand and gravel that is commonly angular' deposited mainly by a combination of 'rockfall and sheetwash at the base of steep slopes.'

The subsurface conditions observed at the site and in the two test pits confirm the geologic mapping. The characteristics of the subgrade soil and rock encountered at the proposed building site will be discussed in more detail in the ***Subsurface Conditions*** section of this report.



Geologic Hazards

This section of the report is included so that the owner is aware that development in the area comes with certain risks. Some buildings and roadways within the local mountains and valleys of Gunnison County have experienced negative impacts due to slope movement, sensitive soils, and/or shallow groundwater. Typical accepted structural engineering practice for design and construction of buildings and roadways can be used to reduce the potential for undesirable performance related to troublesome climate, soil conditions, and geologic hazards. Because of the geologic characteristics at the site, the proposed development is subject to at least some degree of potential risk.

Article 11 of the *Gunnison County Land Use Resolution*, establishes standards 'to ensure that proposed land use changes avoid, or mitigate the hazards from natural areas that could pose threats to persons and to property'. The risks associated with geologic hazards relevant to the residence proposed at the building site evaluated on Lot 1 of the Salisbury subdivision are discussed below.

Slope Instability

According to the *Geologic Hazards in the Crested Butte-Gunnison Area, Gunnison County* (Soule, 1976), most of Lot 1 of the Salisbury subdivision is mapped as 'Unstable Slope'. Refer to the attached Geologic Hazard Map. The map describes Unstable Slopes as slopes landslide-earthflow physiography, but where modern slope movement is not apparent or is uncertain.

During our site evaluation we did not observe obvious natural surficial features within or near the proposed building envelope such as scarps, soil tension cracks, seeps, disrupted vegetation, or hummocky topography that may indicate shallow slope movement or creep. It is important to note that evaluation of the current creep or landslide activity of such areas may not be obvious from observation of surficial characteristics. A more comprehensive evaluation including, but not limited to, such services as additional deep borings, slope indicators, groundwater level wells, and geophysical methodology would be required to more fully evaluate potential for currently occurring deep-seated creep and/or potentially occurring deep-seated creep. Even a more comprehensive evaluation may not be able to identify such potential movement with certainty. Note that the new proposed building envelope avoids construction on slopes steeper than 30% (now upslope and south of the building envelope).

Although the slopes at, above, and below the new proposed building envelope on Lot 1 of Salisbury subdivision appear currently suitable for development, the slopes can be destabilized through design and construction practices that ignore the potential for earth movement. Slope stability can be impaired by cutting into steep slopes (especially near the toe), applying new loads (especially near the crest of steep slopes), careless removal of vegetation, and introducing soil moisture or disrupting the existing pattern of surface or subsurface water flow. Additionally, off site alterations to the current soil, rock and groundwater conditions may also induce instability that affects the subject site. Providing logical landscape topography,



developing an integrated grading and drainage plan, and retaining cut slopes over 3 feet high will be important in preserving site stability. Other recommendations for enhancing slope stability are presented in the **Recommendations** section of this report.

Runoff

Surface runoff from rainfall and snowmelt drains across the proposed building site generally to the north. No natural or man-made drainages (swales, ditches, gullies, etc.) cross the proposed building site.

Erosion

Erosion can be a hazard due to sparse vegetation, low organic content, sloping terrain, weak soil structure, and/or a thin layer of soil over bedrock. During medium- to high-intensity precipitation events, large volumes of runoff can drain from the surrounding areas. High velocity runoff can erode surface sediments. Careful soil and water management is recommended along any concentrated drainages and/or near the man-made cut slope at the eastern edge of the subject property. Careful and conscientious construction practices should be used to minimize the potential for erosion in areas where topsoil has been or will be removed.

Flooding

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (08051C1040D, effective 05/16/2013), the building envelope on Lot 1 of Salisbury subdivision is located in Zone X, areas of minimal flooding, where no special precautions are required to mitigate potential flood hazards.

Seismicity

Gunnison County is located in Western Mountain Seismotectonic Province in Colorado, where maximum credible earthquakes are estimated to be on the order of magnitude 6 to 6.5, equivalent to Modified Mercalli (MM) VI to VIII (CGS Bulletin #43). Please refer to the *Seismic Design Criteria* under the **Recommendations** section of this report for site-specific seismic design recommendations.

Radon Gas

The U.S. Environmental Protection Agency (EPA) has determined that radon is the second leading cause of lung cancer and that radon can accumulate in buildings and homes if the gas is not properly ventilated. Radon gas is produced by decay of radioactive minerals contained in subsurface rock and soil. The EPA map of Radon Zones indicates that virtually all of western Colorado, including Gunnison County, is in Zone 1 (www.epa.gov/radon/zonemap.html). Although there is no known safe level of radon, Zone 1 is the zone of highest risk for exposure to radon gas [i.e., greater than 4 pCi/L].



The EPA recommends testing radon levels in existing homes. However, neither they nor any other agency has developed methodology that can be used to estimate potential indoor radon levels from in-situ ground sampling and testing prior to construction. This is due to the many factors that affect the movement of radon through soils, such as soil moisture, soil types, weather patterns, and wind. The Colorado Department of Public Health and Environment (CDPHE) Radiation Management Division recommends that all new homes constructed in Colorado should include at least passive radon-resistant features. After the building is constructed, radon should be measured in the home and if the results are greater than 4 pCi/L, the system should be upgraded from passive to active (usually by installing a fan). The EPA publication entitled, *Building Radon Out: A Step-by-Step Guide on How to Build Radon-Resistant Homes* (available from CDPHE at 303-692-3420), presents alternatives for radon mitigation. Additional information about radon gas can be found on the EPA radon website www.epa.gov/radon/ or the CDPHE radon website www.cdphe.state.co.us/hm/rad/radon.

Other geologic hazards are not known to be present at the proposed building site on Lot 1 Salisbury subdivision based on our review of the published information available.

Subsurface Conditions

Two test pits were excavated within the new proposed building envelope using a backhoe and operator provided by Mark Schumacher. Test Pit #1 was located near the southernmost corner of the proposed building envelope and Test Pit #2 was located near the northernmost corner of the proposed building envelope. The approximate test pit locations are indicated on the attached Site Plan.

The soil and groundwater conditions within the test pits were observed and logged, and representative samples of soils were sampled and tested, as necessary. The subsurface conditions found in the test pits and laboratory results are shown on the attached Test Pit Logs. The contents of the proposed building site test pits (TP#1 and TP#2) are described below.

Test Pits #1 and #2 reached depths ranging of 9 and 8 feet, respectively. Our findings and recommendations are based on conditions found within these profile depths. Soil and bedrock conditions may change between test pits and below these depths. **If soil, rock, and/or groundwater conditions different than those found in the test pits are encountered during construction, Mountain Geotech should be called to verify subsurface conditions and the validity of the recommendations in this report.**

The contents of TP#1 and TP#2 were similar and are described together as follows. In TP#1 we found 3 to 6 inches and in TP#2 we found up to 2 feet of medium to dark brown, dry to damp, loose to moderately dense, silty, sandy topsoil. Below the topsoil in both test pits we found light brown to reddish brown, damp to moist, moderately dense to dense to very dense sandy subangular to subrounded gravel and cobbles with some silt and clay. Rock content was estimated between 20 and 60% in the test pits. TP#1 was excavated to 9 feet below grade and TP#2 to 8 feet below grade, both without encountering bedrock or groundwater.





The photograph above shows the soil and rock excavated from TP#1.

We obtained samples from the two test pits at selected depths based on the contents of the test pits and the proposed construction at the site. Laboratory tests were performed on one sample to evaluate particle size characteristics. Laboratory test results are attached (see the attached Particle Size Distribution Report).

Two samples were tested for Atterberg limits. Sample GS1 was collected at a depth of 3 to 4 feet in TP#1 and sample GS3 was collected at a depth of 3 to 4 feet in TP#2. Samples GS1 and GS3 were determined to have liquid limits (LL) of 36, plastic limits (PL) of 13, and plasticity indices (PI) of 23. A soil with a PI between 15 and 30 is considered to have moderate potential for swelling or shrinking with changes in moisture content.

Particle size distribution analyses were performed on samples GS1 and GS3. The results indicate that the sample GS1 is composed of 52.1% fines (silty and clay), 32.6% sand, and 15.3% gravel. Sample GS3 is composed of 44.7% fines (silt and clay), 37.5% sand, and 17.8% gravel. It should be noted that rocks larger than 3 inches were excluded from the samples tested and the soil column observed in the test pits where these samples were obtained was estimated to contain between 20% and 60% gravel, cobbles, and occasional small boulders.

Based on the laboratory test results, sample GS1 classifies as a sandy lean clay with gravel (CL) and sample GS3 classifies as a clayey sand with gravel (SC) according to the Unified Soil Classification System (USCS). Natural moisture content of sample GS1 was 8.7%. Natural moisture content of sample GS3 was 14.3%.

In summary, the test pits at the proposed building site contain generally dense, rocky (20-60%) sandy clay with gravel to clayey sand with gravel. The rocky and dense subgrade conditions below 2.0 foot at the proposed building site will be suitable to support conventional shallow spread footings. Management of drainage and subsurface water will be important to the long-term performance of the soil and rock supporting the foundation.

RECOMMENDATIONS

Based upon our limited site and subsurface evaluation and the results of laboratory testing, it appears that the proposed building site on Lot 1 Salisbury subdivision is suitable for the construction of a proposed residence within the proposed building envelope. The following recommendations are offered. These recommendations cannot and will not arrest or prevent large-scale geologic processes that may be on-going elsewhere on the property and within the Gunnison County area. Also, as mentioned earlier in this report, some degree of risk is inherent in all construction in mountainous areas of Colorado. The recommended measures are intended to be reasonable and prudent but cannot be considered as absolute protection against the vagaries of nature.

This report does not contain project specifications. The recommendations given are provided to guide the design process. We anticipate these recommendations and the site-specific geotechnical information provided here-in, will be used by the design team to formulate the specifications for construction of the proposed residence and associated infrastructure including a driveway, utilities, and site grading.

Seismic Design Criteria

According to Section 1613 of the *2015 International Building Code (IBC)* and our limited knowledge of the site, we conservatively recommend that this site be designated as Site Class C. This classification is based on limited shallow exploratory data and is based on the predominant soil condition near the surface. For Site Class C, the maximum spectral response acceleration at short periods (0.2 second, S_{Ms}) is 0.354g and at one second (S_{M1}) is 0.141g. These values are taken from the USGS website based on the latitude and longitude coordinates for the site.

Foundation

The shallow foundation components should rest upon relatively uniform conditions (like material) consisting of generally dense, rocky (20-60%) sandy clay with gravel to clayey sand with gravel. The following recommendations are provided to guide foundation design and construction.

1. The footings and bearing pads to be placed on the prepared native dense, rocky (20-60%) sandy clay with gravel to clayey sand with gravel should be designed using an allowable bearing capacity (q_a) of 2,000 psf. A leveling course of compacted roadbase



(CDOT Class 6) may be desired to create an even bearing surface if the conditions are so rocky that there are voids between the rocks, or if the bearing surface is uneven.

2. Shallow components of the foundation system should be extended into the soil a minimum depth below finished grade as required by Gunnison County. Alternatively, the recommendations given in the '*Design Guide for Frost-Protected Shallow Foundations*', prepared for the U.S. Department of Housing and Urban Development may be followed.
3. After excavation to foundation depth, the subgrade surface should then be proof-compacted using vibratory or roller compaction equipment to provide a uniformly dense surface prior to placement of footing forms. If the presence of large rocks makes disturbing the native bedrock below footing elevation unavoidable, then the rocks should be removed and replaced with compacted structural fill. If soft, yielding, silty, or clayey soils are encountered, Mountain Geotech should be contacted to assess the soil conditions and recommend remedial measures. Typical procedures involve removing soft/yielding subgrade and replacement with compacted structural fill.
4. **Once the foundation excavation is exposed, but prior to placement of any fill or footing forms, a representative of Mountain Geotech should be called out (at an additional charge) to observe and verify the subsurface conditions exposed in the foundation excavation. This foundation excavation verification during construction is essential to ensure that the geotechnical recommendations herein are consistent with actual site conditions. Please contact Mountain Geotech at least 2 days in advance for scheduling a site visit. If we do not verify the rock and soil conditions in the excavation at the time of construction, Mountain Geotech cannot be held responsible for recommendations herein that may be inconsistent with actual conditions.**
5. Foundation stem walls should be designed with sufficient strength to resist lateral earth pressures and to bridge an unsupported span of at least 10 feet. The components of the foundations should be sufficiently interconnected to ensure that they act as a unit. This will provide some degree of resistance to the forces associated with some unanticipated minor soil movement and will provide some degree of unity to the foundation systems.

Floor Systems

Slabs on grade may also be used at the site for the garage floor and/or lower level floors, if the slabs will not be susceptible to groundwater seepage and/or hydraulic forces.

1. To provide an adequate bearing surface for concrete slabs on grade at this site, all topsoil and organic material should be removed from below the slab areas. The native subgrade material should be proof-compacted and soft spots removed and replaced with washed rock or structural fill. If additional fill is needed to elevate the slab area to the desired elevation, structural fill should be used, again placed and compacted in 6-



inch lifts. Recommendations for structural fill gradation and compaction are presented in the ***Site Preparation and Grading*** section of this report.

2. To provide a capillary break and/or radon under-slab mitigation collection, slabs on grade should be placed on 4 inches of ¾-inch to 1½-inch washed rock on the prepared subgrade. Where moisture-sensitive interior floor finishes are applied to the slab, an unpunctured vapor barrier between the gravel and the floor slab is also recommended.
3. Under-slab plumbing should be avoided to minimize the potential for leakage under the slab. When necessary, under-slab plumbing should be provided with flexible couplings and should be leak-tested prior to concrete floor construction.
4. Alternatively, suspended floors may be considered for use at this site. Suspended floors can consist of conventionally-framed wood flooring systems, thin concrete slabs supported on steel or wood decking. These systems have historically performed well, but are susceptible to moisture accumulation in the crawlspaces that can not only cause environmental concerns but also compromise the structural integrity of the flooring system. To enhance the long-term performance of these systems, site grading and drainage plans must be appropriate and a properly-vented crawlspace with a sump pump is recommended.

Retaining Structures

1. Any retaining walls should have provisions for drainage so that hydrostatic pressures are relieved. This is usually accomplished by providing free-draining granular backfill between the wall and retained soil, with a collection drain provided at the bottom of this granular zone, and/or the use of weep holes through the face of the wall. The drain system should be continuous and have a positive outfall which releases the collected water well away from the wall in a manner that minimizes the erosive energy of concentrated flow. The design engineer should ensure that drainage design is compatible with design assumptions.
2. Excavations for retaining and foundation walls should be laid back a minimum of 35° from the vertical prior to backfilling against retaining structures. For safety, excavations should also be in accordance with OSHA Regulations 29 CFR 1926. Consequently, gentler excavation faces may be required.
3. Fill material placed behind the walls should consist of free-draining granular material (specified below) compacted as per the design engineer's specifications. Clean native soil material (less than 10% passing the #200 sieve and rocks larger than 6-inches removed) can be used for this purpose if approved by the design engineer. Compaction of 85 to 90% of Standard Proctor maximum dry density is typically used to minimize post-construction settlement of the backfill. Over-compaction of the backfill should be avoided so that excessive pressures are not placed against the retaining wall. Unless



expressly approved by the design engineer, only hand-operated light-duty compaction equipment should be used within three feet of the wall. The upper one foot of backfill should consist of clayey (i.e., less permeable) soil to create a barrier against infiltration of surface runoff. Flatwork and other improvements supported on the lightly compacted backfill will likely settle over time.

Foundation Drainage and Ventilation

It is important to minimize moisture penetration into the soil beneath or adjacent to the house and garage structures. Moisture can accumulate as a result of such items as: poor surface drainage, drywell and infiltration systems, over-irrigation of landscaped areas, waterline leaks, melting snow, subsurface seepage, or condensation from vapor transport.

1. Provisions should be made to direct water away from foundations and under slabs. This may be accomplished using conventional footing drains in tandem with a positively-vented moisture and radon control system. Alternatively, consideration may be given to using concrete forms that facilitate both dewatering and the removal of radon gases and vapors.
2. Perimeter foundation drains should be constructed (including a discharge to daylight) as soon as the foundation excavation is completed. This will minimize the accumulation of standing water in the excavation.
3. All foundation drains should be integrated into the site drainage plan as discussed below for final disposal from the building site. In no case should surface or roof drainage be introduced into the foundation drain system.
4. Floor systems and confined areas above concrete floor slabs should be properly ventilated to allow for the release of radon gas. See the **Radon Gas** section of this report for more radon information.

Site Preparation and Grading

1. The site drainage plan should be designed so that it does not impede natural drainage patterns. Surface water should be directed away from the building foundations both during and after completion of construction. This includes water from landscaped areas, patios, decks, and roofs. Drainage plans should ensure that precipitation, snowmelt, and runoff are conveyed around and away from the building. This runoff should be dispersed (not concentrated) in a manner consistent with the natural, pre-construction drainage pattern.
2. Final grading around the perimeter of the foundation should slope positively away from foundation areas. Concrete flatwork adjacent to the foundation should slope away at a grade of at least ¼-inch per foot (2% minimum).



3. Development should utilize "best practices" for design and construction so that on-site erosion is minimized. Disturbed areas should be revegetated as soon as practical to reduce soil erosion.
4. Grading of all permanent cut and fill slopes should not exceed 2H:1V. Existing or created permanent slopes greater than 2H:1V and over 3 feet in vertical height upon which permanent improvements are constructed should be restrained by an engineered retaining structure/system.
5. Irrigation of lawn and landscaped areas should be kept at a distance of at least 5 feet from the perimeter of the building and sprinkler heads should be set to spray away from and not towards the foundation.
6. Backfill placed in utility trenches leading to the structure should be densely compacted in accordance with project specifications to inhibit surface water infiltration and migration towards the foundation, as well as minimize post-construction settlement of the trench backfill.
7. Fill used at this site should meet the gradational and compaction requirements listed in Tables 2 and 3 below. Fill should be placed and compacted in **maximum 6-inch lifts**, unless otherwise directed by the design engineer. Structural fill should not be placed on frozen or wet soil.
8. Any soils containing organics, debris, topsoil, frozen soil, snow, ice, and other deleterious materials shall not be used for anything other than landscaping.

Table 2. Gradation Requirements for Fill Material

Type	Sieve	% Passing, by weight
Structural Fill (CDOT Class 6)	3/4" (19.0 mm)	100
	#4 (4.75 mm)	30-65
	#8 (2.36 mm)	25-55
	#200 (0.075 mm)	3-12
Structural Fill (CDOT Class 1)	2.5" (63.5 mm)	100
	2" (50 mm)	95-100
	#4 (4.75 mm)	30-65
	#200 (0.075 mm)	3-15
Fill under exterior concrete flatwork	3" (75 mm)	100
	#200 (0.075 mm)	0-5
Free-draining fill	3" (75 mm)	100
	3/4" (19 mm)	20-90
	#4 (4.75 mm)	0-20
	#200 (0.075 mm)	0-3

Note: The Plasticity Index for all fill soils should be less than 6.



Table 3. Compaction Requirements for Fill Material

Application	Compaction Requirement	Proctor	Moisture
Below footings or slabs	95% max. dry density	Modified	±2% of optimum
Below exterior flatwork	90% max. dry density	Modified	±2% of optimum
Behind retaining walls	Per project specifications*		
Utility Trenches	Per project specifications*		
General landscaping	Per project specifications*		

*As specified by the design engineer on project documents or in accordance with local municipal requirements.

Concrete

All concrete used in foundations components, slabs, stem walls, or any other concrete placed at this site in contact with native soil should comply with the following recommendation.

Because of the potential sulfates in the soil and their corrosive qualities, we recommend that the cementitious material requirements for Class 2 sulfate exposure in Section 601.04 of the latest edition of the CDOT Specifications for Road and Bridge Construction be consulted and followed.

Exterior Concrete Flatwork

1. Flatwork may be placed on undisturbed native soil and rock. Any silt or clay dominated soils and all topsoil and organic material should be removed from below concrete flatwork. If fill is needed, it should consist of washed rock or structural fill (see Tables 2 and 3), placed and compacted in accordance with project specifications. Concrete flatwork and other improvements supported on lightly compacted backfill will likely settle over time.
2. Flatwork adjacent to buildings should be placed on properly compacted fill. To minimize future settlement and damage to the flatwork and/or adjacent foundations, the fill should consist of approved material placed and compacted per project specifications.
3. Flatwork adjacent to exterior doorways should be dowelled into the foundation to reduce long-term differential movement between the flatwork and structure.
4. Exterior concrete flatwork should be designed and constructed so that it drains freely away from the structure. Concrete flatwork adjacent to the foundation should slope away at a grade of at least ¼-inch per foot (2% minimum).



Excavation and Shoring

1. Temporary excavations should be in accordance with Occupational Safety and Health Administration (OSHA) regulations and with worker safety in mind.
2. Construction equipment, materials, and soil stockpiles should be located a minimum horizontal distance equal to the height of the excavation from the crest of the excavation unless otherwise approved by the design engineer.
3. Based upon our evaluation, the subsurface conditions found in the test pits would be represented by an OSHA Type A soil. We note, however, that the recommended excavation slope angles for this classification do not consider topographic slope angle which must be accounted for when excavating. Our assessment is based upon the soil and groundwater conditions found in our limited evaluation and sampling. The contractor's "competent person" (defined by OSHA as "an individual capable of identifying existing and predictable hazards...and who has the authorization to take prompt corrective measures to eliminate or manage these hazards and conditions) should evaluate the soil materials exposed during excavation based on composition, structure, and environmental conditions per 29 CFR 1926 and recommend appropriate slope laybacks or shoring, as required. Refer to OSHA's Technical Manual Section V: Chapter 2 on *Excavations: Hazard Recognition in Trenching and Shoring* (available on-line at: www.osha.gov) for further excavation guidelines.
4. We anticipate that the excavation of the site soils can be accomplished using conventional excavating equipment.

Closing Considerations

Standard of Care and Interpretation of Subsurface Data

This report has been prepared in a manner consistent with local standards of professional geotechnical engineering practice. As previously noted, we did not perform an evaluation of deep subsurface conditions. Evaluation of environmental contaminants was not part of our scope of services performed at this site. The classification of soils and interpretation of subsurface conditions is based on our training and years of experience, but is necessarily based on limited subsurface observation and testing. As such, inferred ground conditions cannot be guaranteed to be exact. No other warranty, express or implied, is made.

Observations of the excavation subgrade by Mountain Geotech prior to erection of the foundation system is an integral part of these recommendations. If subsurface conditions differing from those described herein are discovered during excavation, construction should be stopped until the situation has been assessed by a representative of Mountain Geotech. Construction should be resumed only when remedies or design adjustments, as necessary, have been prescribed.



Use of This Report

This report is intended for use by the design team specifically to address the site and subsurface conditions as they relate to the development described in the **Proposed Construction Plans** section of this report. Changes to the site or proposed development plans may alter or invalidate the recommendations contained herein.

Mountain Geotech retains an ownership and property interest in this report. Consistent with the industry, copies of this document that may be relied upon by the design team are limited to those that are signed and sealed by the Geotechnical Engineer (*E-564 Standard Form of Agreement Between Owner and Geotechnical Engineer, Engineer's Joint Contract Documents Committee*). This report together with ancillary data, analyses, test results, and other components and/or supporting parts are not intended or represented to be suitable for reuse by the design team or others on extensions to this project or on any other project. Any such reuse or modification invalidates all aspects of the report and excuses the Geotechnical Engineer for all responsibility and liability or legal exposure.

This report is considered valid provided the site conditions and development plans have not changed from what is referenced in this report. Changes to the site may occur due to development or natural processes. Additionally, technological advances made in construction and changes in legislation may alter the recommendations made herein. Depending upon the site and proposed development changes, Mountain Geotech may require additional evaluation (at additional cost) to update the recommendations contained herein.

Thank you for the opportunity to perform this geotechnical evaluation and report for you. If you have any questions regarding this report, please contact us.

Respectfully Submitted

ELECTRONICALLY,

Mountain Geotech, LLC



Kari Roberts, PE

Enclosures: Vicinity Map, Geologic Hazard Map, Site Plan, Test Pit Logs, Test Pit Log Key, Field Soil Identification Terms, Particle Size Distribution Reports

Vicinity Map

Lot 1 Salisbury Subdivision

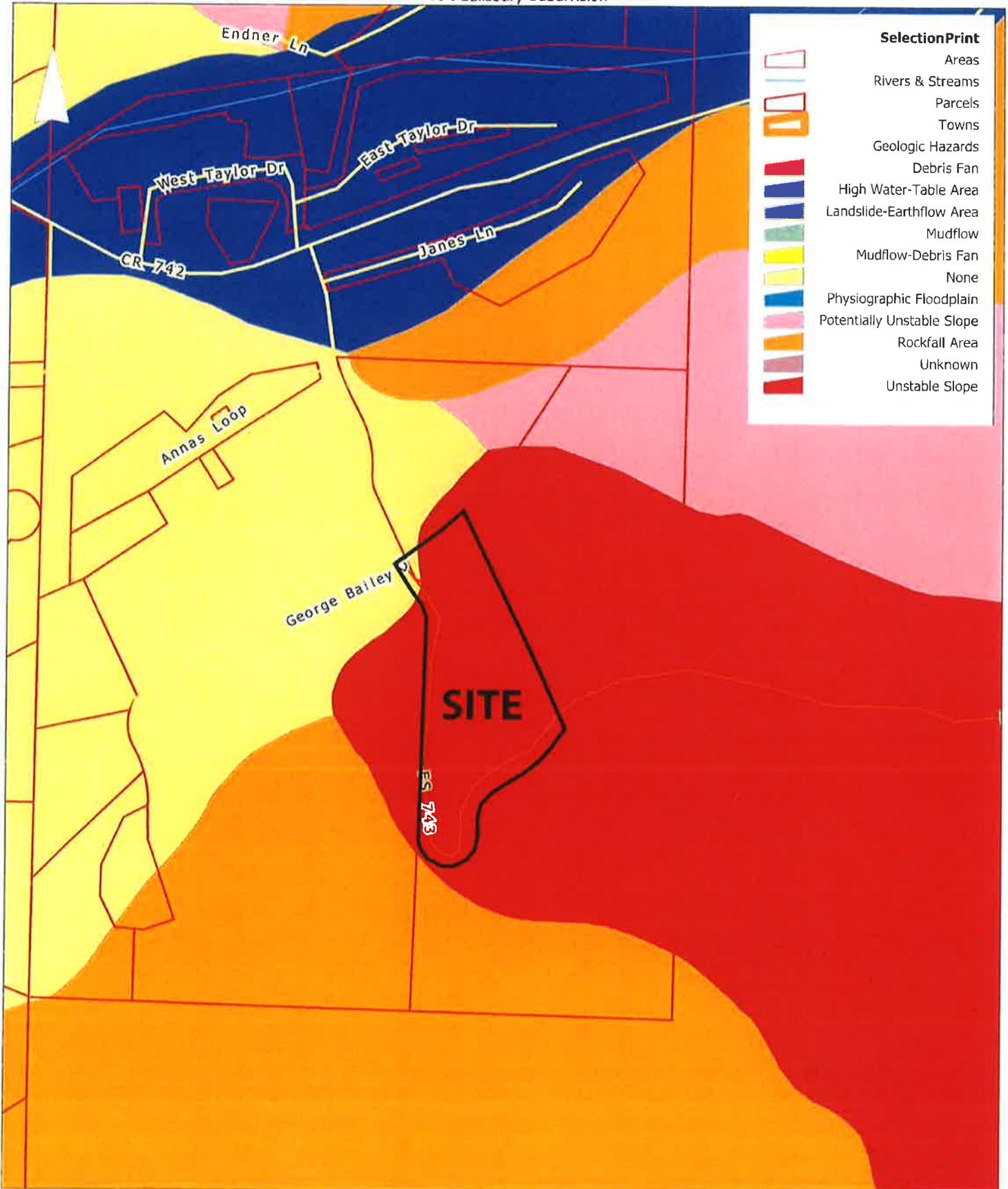


Scale = 1:12000

Source: Gunnison County Interactive Maps

Geologic Hazard Map

Lot 1 Salisbury Subdivision



Scale = 1:3000

Source: Gunnison County Interactive Maps

TEST PIT LOG - TEST PIT #1 (TP#1)

TEST PIT LOCATION: near south corner of proposed building envelope
 SURFACE ELEVATION:
 NOTES:

EXCAVATION COMPANY: Mark Schumacher
 OPERATOR:
 EQUIPMENT: backhoe

DEPTH (ft)	Water Level	GRAPHIC	SAMPLE TYPE	SAMPLE NUMBER	SUBSURFACE DESCRIPTION	FIELD & LABORATORY TEST RESULTS
0					medium brown, dry, loose to moderately dense, silty sand TOPSOIL (0 - 0.25/0.5')	
1						
2						
3						
4				GS1	bulk sample GS1 @ 3-4'	GS1 @ 3-4' (CL) LL=36 PL=13 PI=23 gravel=15.3% sand=42.6% fines (silt+clay)=52.1% MC=8.7%
5					brown to light brown and tan, dry to damp, dense to very dense, sandy angular to subangular GRAVEL & COBBLES with some silt and clay (0.25/0.5' - 9.0')	
6					estimate 30-60% rock (rocks are mostly sandstone)	
7						
8						
9					end test pit at 9', no bedrock and no groundwater	

TEST PIT LOG 1 of 2	FIELD STAFF	KR	Schumacher Lot 1 Salisbury Subdivision Gunnison County, CO
	DRAFTING STAFF	AP	
	FIELD DATE	5/15/18	
	PROJECT #	MG-18-007	



TEST PIT LOG - TEST PIT #2 (TP#2)

TEST PIT LOCATION: near northern corner of proposed building envelope
 SURFACE ELEVATION:
 NOTES:

EXCAVATION COMPANY: Mark Schumacher
 OPERATOR:
 EQUIPMENT: backhoe

DEPTH (ft)	Water Level	GRAPHIC	SAMPLE TYPE	SAMPLE NUMBER	SUBSURFACE DESCRIPTION	FIELD & LABORATORY TEST RESULTS
0						
1		[Soil Profile]			medium to dark brown, damp, loose, silty sand TOPSOIL (0 - 2.0')	
2		[Soil Profile]				
3		[Soil Profile]				
4		[Soil Profile]		GS3	bulk sample GS3 @ 3-4'	GS3 @ 3-4' (SC) LL=36 PL=13 PI=23 gravel=17.8% sand=37.5% fines (silt+clay)=44.7% MC=14.3%
5		[Soil Profile]			reddish brown, damp to moist, moderately dense, sandy, angular to subangular GRAVEL & COBBLES & occasional small boulders with some silt and clay (2 - 8')	
6		[Soil Profile]			estimate 20-40% rock (rocks are mostly sandstone; rock content and size increases with depth)	
7		[Soil Profile]				
8		[Soil Profile]		GS4	bulk sample GS2 @ 7-8'	
9		[Soil Profile]			end test pit at 8', no bedrock and no groundwater	

TEST PIT LOG 2 of 2	FIELD STAFF	KR	Schumacher Lot 1 Salisbury Subdivision Gunnison County, CO
	DRAFTING STAFF	AP	
	FIELD DATE	5/15/18	
	PROJECT #	MG-18-007	



TEST PIT LOG KEY

TEST PIT LOCATION:
SURFACE ELEVATION:
NOTES:

EXCAVATION COMPANY:
OPERATOR:
EQUIPMENT:

DEPTH (ft.)	WATER LEVEL	GRAPHIC	SAMPLE TYPE	SAMPLE NUMBER	SUBSURFACE DESCRIPTION	LABORATORY TEST RESULTS
0					dark gray, moist, firm to stiff, sandy CLAY with gravel (CL) (2-4')	Notes in this column indicate tests performed and test results: DD: dry density, pcf MC: moisture content, % LL: liquid limit PL: plastic limit PI: plasticity index GF: gravel fraction, % SF: sand fraction, % Fines: silt/clay, % Sh: Shear resistance P: Penetration resistance CBR: California Bearing Ratio SP: swelling pressure TM: total movement UCS: unconfined compressive psf: pounds per square foot pcf: pounds per cubic foot psi: pounds per square inch
1				DS1 drive sample	Unified Soil Classification (see definitions below)	
2				GS1 bulk sample	range in depth of soil unit	
3					location of free subsurface water	
4					Unified Soil Classification System (ASTM D-2487)	
5					CL = lean clay to sandy/gravelly lean clay ML = silt to sandy/gravelly silt	
6					CH = high plasticity clay to sandy/gravelly high plasticity MH = high elasticity silt to sandy/gravelly high elasticity silt	
7					SW = well-graded sand or well-graded sand with gravel SP = poorly-graded sand or poorly-graded sand with	
8					SM = silty sand to silty sand with gravel SC = clayey sand to clayey sand with gravel	
9					GW = well-graded gravel or well-graded gravel with GP = poorly-graded gravel or poorly-graded gravel with	
#					GM = silty gravel or silty gravel with sand GC = clayey gravel or clayey gravel with sand	
#					Rock Weathering Classification	
#					W1 = Fresh W2 = Slightly weathered W3 = Moderately weathered W4 = Highly weathered W5 = Completely weathered W6 = Residual soil, no structure RQD = Rock Quality Designation	
#					Intact Rock Strength Classification	
#					R0 = Extremely weak rock, 35 - 150 psi R1 = Very weak rock, 150 - 725 psi R2 = Weak rock, 725 - 3625 psi R3 = Medium strong rock, 3625 - 7250 psi R4 = Strong Rock, 7250 - 14500 psi R5 = Very strong rock, 14500 - 36000 psi R6 = Extremely strong rock, >36000 psi	

Test Pit Log of	Field Staff	Test Pit Log Key
	Drafting Staff	
	Field Date	
	Project #	



FIELD SOIL IDENTIFICATION TERMS

Relative Density of Cohesionless Soils

Description	Field Identification	N Value
Very Loose	Easily penetrated with hand shovel	0-4
Loose	Easily penetrated with 1/2" rebar pushed by hand; easily excavated with hand shovel	4-10
Moderately Dense	Easily penetrated with 1/2" rebar driven with 5 lb. hammer; difficult to excavate with hand shovel	10-30
Dense	Penetrated 1 ft. with driven rebar; must be loosened with pick to excavate	30-50
Very Dense	Penetrated only a few inches with driven rebar; very difficult to excavate even with pick	>50

Consistency & Relative Density of Cohesive Soils

Description	Field Identification	Undrained Shear Strength (psf)	N Value (Approx.)
Very Soft	Extrudes between fingers when squeezed	<250	0-2
Soft	Molded by light finger pressure	250-500	2-4
Firm	Molded by strong finger pressure	500-1,000	4-8
Stiff	Indented by thumb	1,000-2,000	8-15
Very Stiff	Indented by thumbnail	2,000-4,000	15-30
Hard	Difficult to indent with thumbnail	>4,000	>30

Soil Constituents

Modifier	trace	little	some	-ey or -y	and
% (by weight)	0 - 5	5 - 12	12 - 20	20 - 30	>30

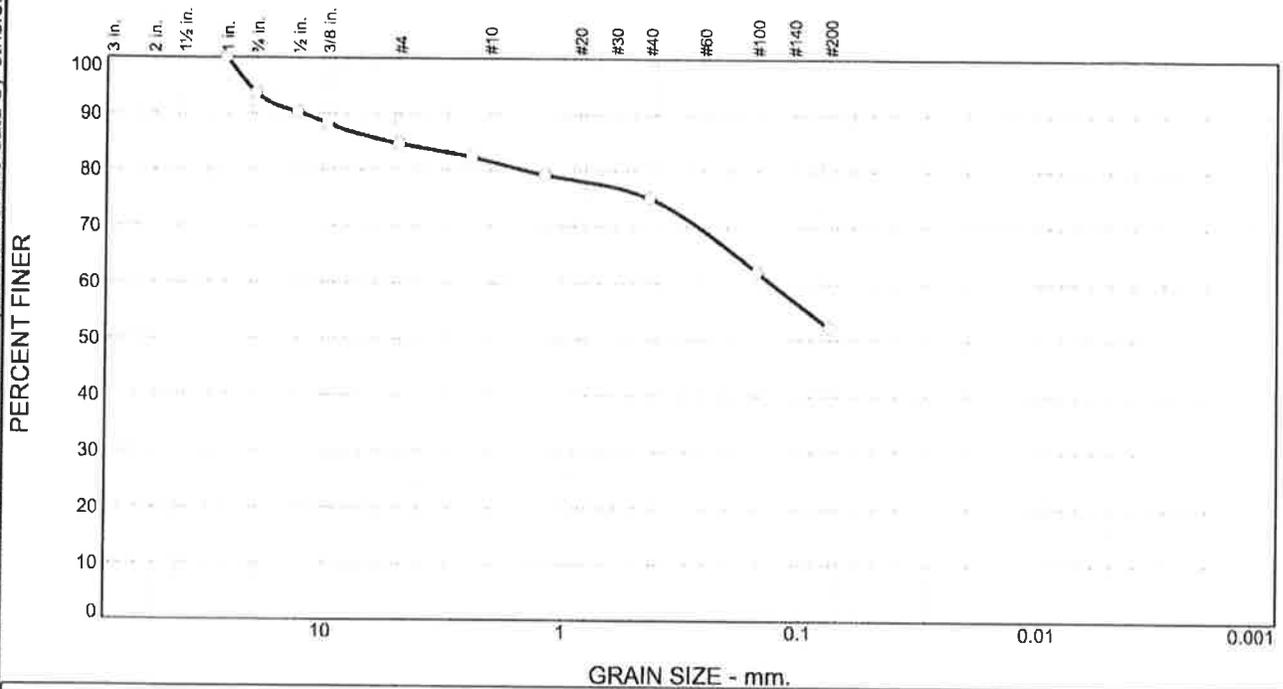
Sheet 1 of 1	Field Staff	Field Soil Identification Terms
	Drafting Staff	
	Field Date	
	Project #	



MOUNTAIN GEOTECH
 P.O. BOX 2944, CRESTED BUTTE, CO 81224
 (970) 596 7051 - mountaingeotech@gmail.com

Lab services were performed as directed by the client. Dowl has no knowledge of, nor makes any warranty for, the use or interpretation of the data by others.

Particle Size Distribution



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	6.4	8.9	3.1	6.6	22.9	52.1	

Test Results (ASTM D6913 & ASTM D1140)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1"	100.0		
3/4"	93.6		
1/2"	90.2		
3/8"	88.2		
#4	84.7		
#8	82.3		
#16	79.2		
#40	75.0		
#100	62.1		
#200	52.1		

(no specification provided)

Material Description

reddish brown sandy lean CLAY with gravel

Atterberg Limits (ASTM D 4318)

PL= 13 LL= 36 PI= 23

Classification

USCS (D 2487)= CL AASHTO (M 145)= A-6(8)

Coefficients

D₉₀= 12.3227 D₈₅= 5.2211 D₆₀= 0.1300
D₅₀= D₃₀= D₁₅=
D₁₀= C_u= C_c=

Remarks

Natural Moisture Content = 8.7%

Date Received: 5/21/18 Date Tested: 5/23/18

Tested By: BK

Checked By: SJ

Title: Laboratory Manager

Source of Sample: TP#1 Depth: 3-4'
Sample Number: GSI

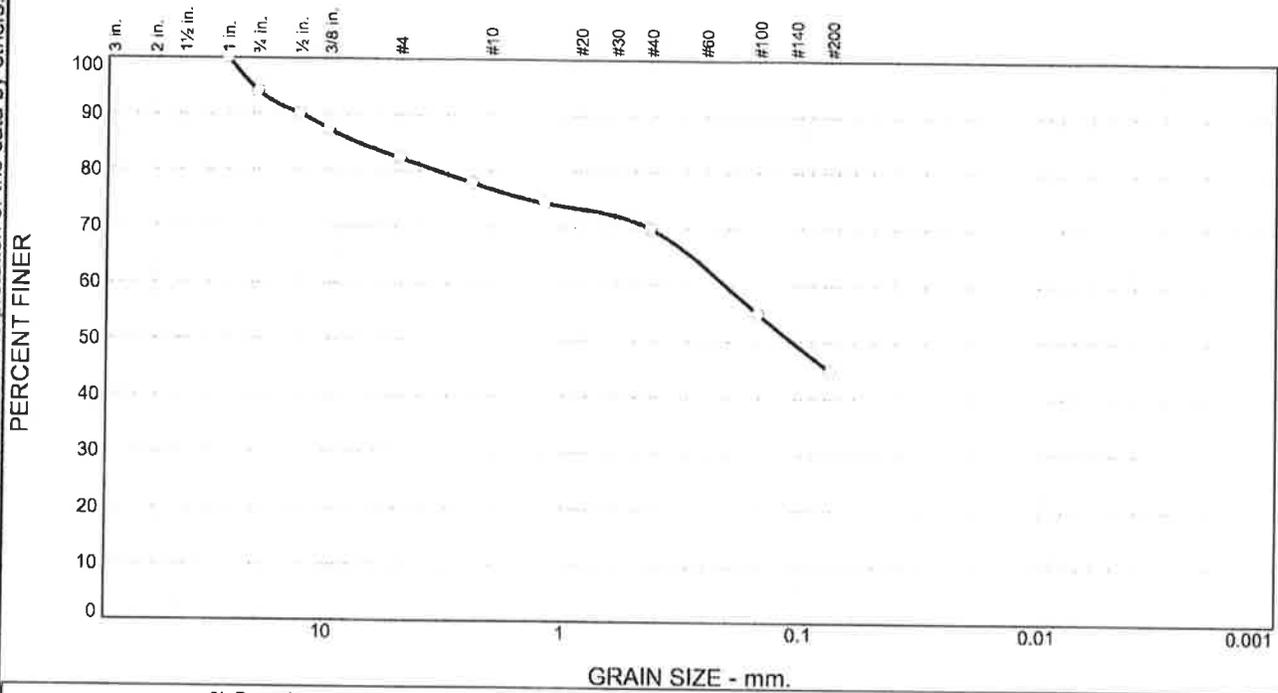
Date Sampled: 5/15/18



Client: Mountain Geotech
Project: Mountain Geotech Materials Testing
Schumacher, Lot 1 Salisbury Subd.
Project No: 7141.74706.01

Lab services were performed as directed by the client. Dowl has no knowledge of, nor makes any warranty for, the use or interpretation of the data by others.

Particle Size Distribution



% +3"		% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0		6.0	11.8	5.4	7.0	25.1		44.7

Test Results (ASTM D6913 & ASTM D1140)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1"	100.0		
3/4"	94.0		
1/2"	90.0		
3/8"	87.2		
#4	82.2		
#8	77.8		
#16	74.3		
#40	69.8		
#100	54.9		
#200	44.7		

(no specification provided)

Material Description

reddish brown clayey SAND with gravel

Atterberg Limits (ASTM D 4318)

PL= 13 LL= 36 PI= 23

Classification

USCS (D 2487)= SC AASHTO (M 145)= A-6(6)

Coefficients

D₉₀= 12.6709 D₈₅= 7.2995 D₆₀= 0.2055
D₅₀= 0.1084 D₃₀= D₁₅=
D₁₀= C_u= C_c=

Remarks

Natural Moisture Content = 14.3%

Date Received: 5/21/18 Date Tested: 5/23/18

Tested By: BK

Checked By: SJ

Title: Laboratory Manager

Source of Sample: TP#2 Depth: 3-4'
Sample Number: GS3

Date Sampled: 5/15/18



Client: Mountain Geotech
Project: Mountain Geotech Materials Testing
Schumacher, Lot 1 Salisbury Subd.
Project No: 7141.74706.01

GUNNISON COUNTY PLANNING COMMISSION
PRELIMINARY AGENDA: Friday, March 1, 2019

- 8:45 a.m.**
- **Call to order; determine quorum**
 - **Approval of Minutes**
 - **Designation of Official Notice Posting Location**
 - **Election of Officers**
 - **Unscheduled citizens:** A brief period in which the public is invited to make general comments or ask questions of the Commission or Planning Staff about items which are not scheduled on the day's agenda.

- 9:00 a.m.** **Salisbury Subdivision, Mark Schumacher**, joint public hearing, request for subdivision of a 1.7-acre parcel and a 3.98-acre portion of the Three Rivers Subdivision Remainder tract (5.68-total acres) into two single-family lots; Lot 1 (2.97-acres) and Lot 2 (2.71-acres). An existing residence is located on the proposed Lot 2. Located on property legally described as being in the NE1/4 SE1/4SE1/4 Section 22, Range 51 North, Range 1 East, NMPM and a portion of the Three Rivers Subdivision Remainder Tract
LUC-18-00006

- 10:00 a.m.** **Planning Commission – Webinar Training**

Lunch

- 1:00 p.m.** **CRG Mining, LLC, Hills Gulch Exploration Project, represented by Jacob With, Law of the Rockies**, continued public hearing, request for mineral exploration, to include 40 exploratory drill holes on approximately 150 acres, at twenty locations. Located on multiple patented mining claims in the Gold Brick and Quartz Creek Mining Districts, above Gold Creek, in the Hills Gulch area; approximately five miles north of Ohio City, east of County Road 771 (Gold Creek Road), above the Gold Links Mine, within Sections 30 & 31, Township 51 North, Range 3 East, NMPM
LUC-18-00049

Adjourn

The applications can be viewed on gunnisoncounty.org, link to <http://204.132.78.100/citizenaccess/>

- Public access
- Projects
- Application #
- **LUC-18- 00006**
- **LUC-18-00049**
- Attachments

**GUNNISON COUNTY PLANNING COMMISSION
REGULAR MEETING
March 1, 2019**

The Gunnison County Planning Commission conducted a regular meeting in the Planning Commission Meeting Room in the Blackstock Government Center, 221 N. Wisconsin, Gunnison, Co. Present:

<p>Chairperson- AJ. Cattles Vice-Chairperson- Jack Diani Commissioner- Molly Mugglestone Commissioner- Diego Plata Commissioner- Vince Rogalski Alternate Commissioner- Daniel Spivey</p>	<p>Director of Community and Economic Development- Cathie Pagano Assistant Director of Community Development- Neal Starkebaum Planner II- Rachel Sabbato Manager of Administrative Services- Beth Baker Others present as listed in text</p>
--	--

Recused/Absent/Seated:

Absent: Commissioner Puckett Daniels

Recused: Commissioner n/a

Seated: Commissioner n/a

With a quorum present Vice Chairperson Diani opened the March 1, 2019 regular meeting of the Planning Commission.

Moved by Rogalski **seconded by** Cattles to approve the Planning Commission meeting minutes of February 1, 2019, as amended, the motion passed unanimously, with Commissioners Cattles, Diani, Rogalski, Mugglestone, Plata and Spivey voting yes.

Notice of Posting Locations: **Moved by** Cattles **seconded by** Mugglestone to designate the official meeting notice locations for 2019 to be outside of the Board of County Commissioners Meeting Room at the County Courthouse located at 200 E. Virginia. The advisory locations to be the glass case located on the 1st floor of Blackstocks Government Center and the bulletin board outside of the Planning Commissioners Meeting Room located at 221 N. Wisconsin. The motion passes unanimously, with Commissioners Cattles, Diani, Rogalski, Mugglestone, and Plata voting yes.

Election of Officers: **Moved by** Plata **seconded by** Rogalski to appoint AJ Cattles as Chairperson of the Gunnison County Planning Commission. The motion passed unanimously, with Commissioners Cattles, Diani, Rogalski, Mugglestone, and Plata voting yes.

Moved by Mugglestone **seconded by** Rogalski to appoint Jack Diani as Vice-Chairperson of the Gunnison County Planning Commission. The motion passed unanimously, with Commissioners Cattles, Diani, Rogalski, Mugglestone, and Plata voting yes.

Salisbury Subdivision LUC-18-00006: The Planning Commission and Board of County Commissioners conducted a joint public hearing. They discussed the request for subdivision of a 1.7-acre parcel and a 3.98-acre portion of the Three Rivers Subdivision Remainder tract (5.68-total acres) into two single-family lots; Lot 1 (2.97-acres) and Lot 2 (2.71-acres). An existing residence is located on the proposed Lot 2. Located on property legally described as being in the NE1/4 SE1/4SE1/4 Section 22, Range 51 North, Range 1 East, NMPM and a portion of the Three Rivers Subdivision Remainder Tract

With a quorum present Chairperson Cattles opened the joint public hearing.

Present representing the Planning Commission: Commissioners Diani, Mugglestone, Rogalski, Cattles, Spivey and Plata. BOCC- Roland Mason.

Present representing staff: Planner Rachel Sabato and Manager of Administrative Services Beth Baker.

Present representing the application: owner Mark Schumacher.

Baker confirmed adequate public notice. The applicant submitted proof of posting and certified mailing receipts, and the Community Development department had the notice published in the Crested Butte News and the Gunnison Country Times.

Planning Staff Comments

Sabato noted the covenants have been updated, as directed by the Planning Commission; to include a height limit of 30 ft. and wildlife trash receptacles.

Applicant's Presentation

Schumacher described the location of the new lot. He owns the sewer plant, and they have applied for a well water permit. He has addressed the rock-fall hazard, as described in the geo-hazard report, by moving the building envelope.

Schumacher explained the covenants match the Three Rivers Resort Covenants.

Planning Commission Comments

Rogalski said the project is straight forward and looks good.

Diani asked if Schumacher would sell the lot. Schumacher said not at this time. He is just trying to clean up project, with the subdivision of this lot.

Cattles said it seems a better use of the property.

Public Comments

No public comments had been received, and there were no members of the public present.

Cattles closed the Joint Public Hearing at 9:15 A.M.

The commission reviewed the recommendation.

Moved by Rogalski seconded by Diani to approve the recommendation to the Board of County Commissioners of the Salisbury Subdivision (LUC-18-00006). The motion passed unanimously, with Commissioners Diani, Plata, Rogalski, Cattles and Mugglestone voting yes.

PROJECT SUMMARY:

The applicant is proposing a formation of a new single-family lot (Lot 1, 2.97 acres) for a future home with an integrated secondary residence from a boundary change of an existing single-family lot and vacant land. The existing single-family lot (Lot 2, 2.71 acres) has an existing home belonging to applicant. All properties affected are owned by the applicant and from this land use change forward will be called the Salisbury Subdivision for a total of 5.68 acres. A new well is proposed for lot 1 and lot 2 currently has a well serving the existing house. Wastewater will utilize the Almont Sewage Hereafter In Transit Plant. Access is year round via George Bailey Drive/CR 7432 and Taylor Canyon Road/CR 742. New covenants have been created for the Salisbury Subdivision, included herein this application for review.

LOCATION:

The site is located on 5.68 acres, adjacent to George Bailey Drive, in the town of Almont, legally described as NE1/4 SE1/4SE1/4 Section 22, Range 51 North, Range 1 East, NMPM and a portion of the Three Rivers Subdivision Remainder Tract.

SURROUNDING LAND USES:

West – Three Rivers Mobile Home Park, 31.7 acres.

North – 2.69 acres of vacant land, owned by applicant.

East – 2.79 acres with a single family residence owned by Mary Minich.

South – 6.32 acres of vacant land, owned by applicant.

IMPACT CLASSIFICATION: Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A. 2-4 Units.*

PLANS/REPORTS/SUBMITTALS:

Plans, reports, and other submittal documents informing this Recommendation include, but are not limited to:

- Minor Impact Land Use Change Application
- Subdivision Plat titled, Salisbury Subdivision and Replat of portions of Lot 6 and Remainder Parcel of Three Rivers Resort Subdivision, prepared by North Star Surveying, Inc., dated August 22, 2018.
- Almont Sewage Hereafter In Transit Plant letter of approval for new sewer line and capacity proposed by proposed subdivision.
- Well permit from Colorado Division of Water Resources, permit number 80718-F, dated March 21, 2017.
- Upper Gunnison River Water conservancy District, Third Party Agreement for Purchase of Augmentation water for long-term service, dated February 16, 2017.
- Mountain Geotech, Geotechnical Report for building envelope and geologic hazards titled, Lot 1 Salisbury Subdivision Geotechnical Report, Project #MG-18-007, dated July 10, 2018.
- Restrictive Covenants titled, Restrictive Covenant for Salisbury Subdivision.
- Chris Parmeter, Colorado Parks and Wildlife District Wildlife Manager, letter dated April 2, 2018.
- Marlene Crosby, Gunnison County Public Works Director, email of May 3, 2018

MEETING DATES:

The Planning Commission held meetings on the following dates:

- January 18, 2019 Work Session
- March 1, 2019 Joint Public Hearing/Work Session

SITE VISIT:

The Planning Commission determined that a site visit was not necessary, as they were familiar with the property and neighborhood.

PUBLIC HEARING:

The Planning Commission and the Board of County Commissioners conducted a joint public hearing on March 1, 2019. At that time,

All testimony, both written and oral, is hereby incorporated as part of this record of review and evaluation.

REVIEW AGENCY REFERRAL COMMENTS:

Comments were received from the following agencies:

Gunnison County Public Works Department: Marlene Crosby, Public Works Director, email of May 3, 2018 notes: *"I have reviewed the submitted application and have no concerns. Please note that currently George Bailey Drive from CR 742 to FS #743 is not County maintained or plowed."*

Colorado Parks and Wildlife: Chris Parmeter, District Wildlife Manager , letter of April 2, 2018 notes:

"The Almont area has a long history of human/bear conflicts. To avoid wildlife conflicts, the management of outside pet food, bird feeders, and the storage of household waste should be given a high priority. It is recommended that bear resistant trash containers be required for use in any new development in the Gunnison Basin."

Mountain Geotech: Geotechnical Report of July 10, 2018 notes:

The recommendation states, "...it appears that the proposed building site on Lot 1 Salisbury subdivision is suitable for the construction of a proposed residence within the proposed building envelope". Specific foundation and building recommendations are also provided in this report.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY LAND USE RESOLUTION:

Section 9-101: E. and F: Secondary residences are allowed, and standards are addressed in covenants.

Applicant is proposing with the formation of the new single family lot and a future home with integrated secondary residence 1200 square feet or less.

Section 9-503: Satellite dishes. Permitted as accessory to single-family residence.

Section 10-102: Locational Standards for Residential Development.

This proposal meets the primary residential density standard. The proposed subdivision is located adjacent to an existing population center, Almont is the identified existing population center. The location of this request results in no significant net adverse impact to the neighborhood.

Section 10-103: Residential Density.

This proposal meets this standard, Determination of Density Considers Sewage Disposal Requirements, as the proposed subdivision will tie into the existing wastewater treatment plant in Almont as well as the Lot Size and Lot Density Considerations.

Section 11-103: Development in Areas Subject to Flood Hazards.

The property contains no floodplain, according to County mapping.

Section 11-104: Development in Areas Subject to Geologic Hazards.

The property contains geologic rock fall and wildfire hazards. A geotech report dated July 10, 2018 by Mountain Geotech has been completed and included within this application. Recommendations within the report state, "it appears that the proposed building site on Lot 1 Salisbury subdivision is suitable for the construction of a proposed residence within the proposed building envelope". Specific foundation and building recommendations are also provided in this report.

Section 11-105: Development in Areas Subject to Wildfire Hazards.

The property is located in a moderate wildfire hazard area, according to County mapping.

Section 11-106: Protection of Wildlife Habitat Areas.

The property is within Gunnison Sage-grouse habitat and a sage grouse review and certification has been completed, the proposed activity will not adversely impact Gunnison sage-grouse.

In a letter from Colorado Parks and Wildlife District Wildlife Manager, Chris Parmeter, he states, "The Almont area has a long history of human/bear conflicts. To avoid wildlife conflicts, the management of outside pet food, bird feeders, and the storage of household waste should be given a high priority. It is recommended that bear resistant trash containers be required for use in any new development in the Gunnison Basin."

Section 11-107: *Protection of Water Quality.*

No water bodies are located on the property.

Section 11-108: *Standards for Development on Ridgelines.*

The property is not located on a ridgeline.

Section 11-109: *Development that Affects Agricultural Lands.*

There are no agricultural lands affected by the request.

Section 11-110: *Development of Land beyond Snowplowed Access.*

The property is not located beyond snowplowed access.

Section 11-111: *Development on Inholdings in the National Wilderness.*

Not applicable.

Section 11-112: *Development on Property above Timberline.*

Not applicable.

Section 12-103: *Road System.*

The proposed subdivision and existing residences are accessed by existing driveways from George Bailey Drive. In an email dated May 3, 2018 Marlene Crosby Director of Public Works stated, "I have reviewed the submitted application and have no concerns. Please note that currently George Bailey Drive from CR 742 to FS #743 is not County maintained or plowed."

Section 12-104: *Public Trails.*

There is no public trail existing or proposed on the lot.

Section 12-105: *Water Supply.*

The water supply for the proposed new subdivision will be a private well on lot 1, the existing residence on lot 2 also has a private well. Augmentation water has also been secured.

Section 12-106: *Sewage Disposal/Wastewater Treatment.*

The proposed residences in the Salisbury Subdivision will tie into the existing Almont Sewage Hereafter In Transit Plant wastewater treatment plant.

Section 12-107: *Fire Protection.*

The property is within the Gunnison County Fire Protection District.

Section 13-103: *General Site Plan Standards and Lot Measurements.*

The proposed subdivision is in compliance. Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions*.

Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions*.

Section 13-105: Residential Building Sizes and Lot Coverages.

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions*.

Section 13-107: Installation of Solid Fuel-Burning Devices

Installation of solid fuel-burning devices is subject to the standards of this Section at the time of building permit application.

Section 13-108: Open Space and Recreation Areas

Not applicable. Open space dedication is not required for minor impact projects.

Section 13-109: Signs.

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-110: Off-Road Parking and Loading.

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-111: Landscaping and Buffering.

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-112: Snow storage.

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* shall be and in compliance with the Gunnison Land Use Regulations.

Section 13-113: Fencing

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-114: Exterior Lighting.

Development of the lot is subject to the *Salisbury Subdivision Covenants and Restrictions* and shall be in compliance with the Gunnison Land Use Regulations.

Section 13-115: Reclamation and Noxious Weed Control.

A reclamation permit from the Public Works Department is required for driveway construction and site clearing.

Section 13-116: Grading and Erosion Control.

Grading activities are required to secure a Reclamation Permit from the Public Works Department.

Section 13-117: Drainage, Construction and Post-Construction Stormwater Runoff.

Construction activities are required to secure a Reclamation Permit from the Public Works Department.

Section 13-118: Water Impoundments.

Not applicable.

Section 13-119: Standards to Ensure Compatible Uses.

The proposed land use change shall be designed, constructed, and maintained in a manner that will not adversely affect the character and tranquility of nearby residential or public use areas.

Section 15-103: Right-to-Ranch Policy.

Not applicable.

FINDINGS:

The Commission finds that:

1. The Planning Commission has classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A. 2-4 Units*.
2. To mitigate geologic hazards on the property, a specific building envelope has been designated by Mountain Geotech.
3. The land use change complies with all applicable requirements of the *Gunnison County Land Use Resolution* and *Section 6-103: Standards of Approval for Minor Impact Projects*.
4. This review and recommendation incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plans, exhibits, and public testimony, has reached the above Findings and recommends to the Board of County Commissioners that LUC No. 2018-00006 Salisbury Subdivision, be approved with the following conditions:

1. This permit is limited to activities described within the "Project Summary" of this application, and as depicted on the Site 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. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
3. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
4. To avoid wildlife conflicts, the management of outside pet food, bird feeders, and the storage of household waste should be given a high priority. It is recommended that bear resistant trash containers be required for use in any new development in the Gunnison Basin.
5. Disturbed areas must be reseeded with an appropriate seed mix. Colorado Parks and Wildlife (CPW) and/or the Natural Resources Conservation Service (NRCS) are available to help identify an appropriate seed mix.
6. Property owners must control or attempt to eradicate any noxious weeds that occur on the property. A list of noxious weeds may be found in the Colorado Noxious Weed list: www.colorado.gov/pacific/agconservation/noxious-weed-species. The Gunnison County Weed Management Program should be contacted (970- 641-4393) for additional information and technical assistance.
7. Per Section 11-106 G.3.d.1. of the Gunnison County Land Use Resolution, dogs and cats must be kept under appropriate control, by means which may include kenneling or other physically secure methods to ensure that negative effects to wildlife from pets do not occur. This includes construction workers' pets.

8. Per Section 11-106 G. e. of the Gunnison County Land Use Resolution, unless pre-empted by Federal or State law, all non-indigenous gallinaceous game-birds (including but not limited to pheasants, chukar, and quail), shall be imported only from a source certified by the State of Colorado to be disease free. Prior to importation of any species of gallinaceous game-birds to this parcel, the person proposing such action shall submit a list of species, with numbers proposed, and a disease certification, with a listing of diseases certified, from the source proposed. No importation (movement onto the property) of any wild birds, as defined above, shall occur without written approval by Gunnison County.
9. 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.
10. 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.
11. 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.

Planning Commission webinar training.

No minutes were taken.

CRG Mining LLC (LUC-18-00049): The Planning Commission conducted a continued public hearing. They reviewed the request for mineral exploration, to include 40 exploratory drill holes on approximately 150 acres, at twenty locations. Located on multiple patented mining claims in the Gold Brick and Quartz Creek Mining Districts, above Gold Creek, in the Hills Gulch area; approximately five miles north of Ohio City, east of County Road 771 (Gold Creek Road), above the Gold Links Mine, within Sections 30 & 31, Township 51 North, Range 3 East, NMPM.

With a quorum present Chairperson Cattles opened the continued public hearing.

Present representing the Planning Commission: Commissioners Diani, Mugglestone, Rogalski, Cattles, Spivey and Plata.

Present representing staff: Assistant Director of Community and Economic Development Neal Starkebaum and Manager of Administrative Services Beth Baker.

Present representing the application: applicant Jake Wilkinson and attorney Jacob With.

Planning Staff Comments

Starkebaum noted comments, concerning ground water, had been submitted. He added Public Works Director, Marlene Crosby, was not able to attend the meeting today, but she has said she has no concerns with this application.

Applicant's Presentation

Wilkinson said they will drill a maximum of 40 core sample holes. The drilling equipment will be smaller and generate noise similar to an ATV. The drilling will be completed in one season. There will be one additional man on site, so there will be no additional traffic impacts, except for during mobilization. The hours of operation are 8:00 A.M. to 5:00 P.M.

Wilkinson said they will access the site using County Rd. 771. There is nothing on Quartz Creek side. The truck is very small. They will be bonded for reclamation of the project.

With addressed the comments submitted by the geologist, concerning ground water. He noted the State is involved in the process. The drilling is not getting into the aquifer. The State must be 100% satisfied with the entire process, and then it will be either be approved, denied or more information could be required.

Planning Commission Comments

Diani asked about reclamation: Wilkinson will use existing roads on the property, the holes will be filled in and there is a native grass seed to be spread. Bentonite will seal the holes.

Public Comment

Ted Hand said he is the Quartz Creek Properties roads chairman.

He was concerned with:

- The possibility of the applicants using the Quartz Creek Road system: Wilkinson said they will be only using County Rd. 771 and Forest Service Rd 875.
- The hours of operation: Wilkinson said the hours are 8:00 AM to 5:00 PM.
- Possible light pollution: Wilkson said the two years prior there had been noise and lighting concerns, they have worked to be more focused and will not be using any obtrusive lighting.
- Closing access off the top, where Fossil View leaves the property: Wilkinson said it will remain open to the public.
- What guarantees do they have, the applicant will not trespass and mine Hand's claim: Wilkinson said the veins they are mining are not in the direction of Hand's property.
- How large will the holes be: Wilkinson said about 2 in.
- Who will maintain County Rd. 771: Wilkinson said it is shared by the County and Wilkinson.
- Impacts to wildlife migration: With said CPW has said there will be none.
- Effluent into Gold Creek: With said if this is a success a plan would have to put in place. Now the water is monitored by State.

Nancy Hand asked if they would need another Land Use Change to actually mine the property: Starkebaum said yes. She asked why the property was surveyed: With said the real estate company that owns the property had the survey done.

Chuck Kolinski read a letter from Curtis Eisenhower- he is concerned with tourists and all their vehicles, and noise etc. He is in favor of the project.

With said the Commissioners' job is to look at net adverse impacts. The impacts will be minimal.

Cattles explained an approval would not give approval to expand the mine.

Wilkinson said the 100 % positive track record with the State.

Plata asked about County oversight of reclamation; Starkebaum explained the County is preempted by the State.

Ted Hand asked where is the water to cool the drill bits comes from: Wilkinson said from the mine.

Ted Hand asked if there is any recourse; Wilkinson said he will give them his direct contact information. Starkebaum added the County has opportunity to enforce.

Cattles polled the commissioner and they unanimously agreed to move forward.

The commissioners directed staff to prepare a draft decision of approval.

Cattles continued public hearing to March 15, 2019 at 9 A.M.

The commissioner adjourned the meeting at 2:15 P.M.

/S/ Beth Baker

Gunnison County Community Development Department

19 March 01 PC Meeting Minutes

19 March 15 PC Approved

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

RESOLUTION NO. 23 - ___

**A RESOLUTION APPROVING A MINOR IMPACT REVIEW OF THE SALISBURY
SUBDIVISION, LUC-18-00006,
LOCATED AT THE PARCELS LEGALLY DESCRIBED
AS A TRACT OF LAND SITUATED IN THE NE1/4 SE1/4, SE1/4 SECTION 22,
RANGE 51 NORTH, RANGE 1 EAST, NEW MEXICO PRIME MERIDIAN AND A
PORTION OF THE THREE RIVERS SUBDIVISION REMAINDER TRACT;
COMMONLY KNOWN AS 85 GEORGE BAILEY DRIVE, ALMONT; AND A TRACT OF
LAND LEGALLY DESCRIBED AS THREE RIVERS RESORT REMAINDER 38.51
ACRES, COMMONLY KNOWN AS THREE RIVERS RESORT GENERAL COMMON
ELEMENT, ALMONT, COUNTY OF GUNNISON, STATE OF COLORADO**

WHEREAS, Mark Schumacher (Applicant) applied for a Minor Impact Subdivision review of the Salisbury Subdivision, LUC-18-00006, on March 6, 2018; and,

WHEREAS, the Subdivision proposes the creation of one additional lot by subdividing the tract of land at 85 George Bailey Drive and adjusting the boundary of the Three River Resort General Common Element; and,

WHEREAS, the Subdivision would be a total of 5.68 acres in size with two resultant parcels, Lot 1, 2.97 acres, and Lot 2, 2.71 acres; and,

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on March 1, 2019. The Gunnison County Planning Commission approved a Recommendation of conditional approval of the Salisbury Subdivision on March 1, 2019, and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on June 20, 2023, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's March 1, 2019 Recommendation, with the following Findings and Conditions of Approval:

Findings:

The Board finds that:

1. The Planning Commission has classified the application as a Minor Impact Project, based upon the impact classification found in *Gunnison County Land Use Resolution Section 6-102: Projects Classified as Minor Impact Projects A. 2-4 Units*.

2. To mitigate geologic hazards on the property, a specific building envelope has been designated by Mountain Geotech.
3. The land use change complies with all applicable requirements of the *Gunnison County Land Use Resolution* including *Section 6-103: Standards of Approval for Minor Impact Projects*.
4. This review and recommendation incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. This permit is limited to activities described within the "Project Summary" of this application, and as depicted on the Site 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. A mylar subdivision plat, in compliance with *Section 6-105, Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
3. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
4. Disturbed areas must be reseeded with an appropriate seed mix. Colorado Parks and Wildlife (CPW) and/or the Natural Resources Conservation Service (NRCS) are available to help identify an appropriate seed mix.
5. Property owners must control or attempt to eradicate any noxious weeds that occur on the property. A list of noxious weeds may be found in the Colorado Noxious Weed list: www.colorado.gov/pacific/agconservation/noxious-weed-species. The Gunnison County Weed Management Program should be contacted (970- 641-4393) for additional information and technical assistance.
6. Per *Section 11-106 G.3.d.1.* of the *Gunnison County Land Use Resolution*, dogs and cats must be kept under appropriate control, by means which may include

kenneling or other physically secure methods to ensure that negative effects to wildlife from pets do not occur. This includes construction workers' pets.

7. Per *Section 11-106 G.e. of the Gunnison County Land Use Resolution*, unless pre-empted by Federal or State law, all non-indigenous gallinaceous game-birds (including but not limited to pheasants, chukar, and quail), shall be imported only from a source certified by the State of Colorado to be disease free. Prior to importation of any species of gallinaceous game-birds to this parcel, the person proposing such action shall submit a list of species, with numbers proposed, and a disease certification, with a listing of diseases certified, from the source proposed. No importation (movement onto the property) of any wild birds, as defined above, shall occur without written approval by Gunnison County.
8. 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.
9. 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.
10. 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. 2018-00006 *Salisbury Subdivision*, is approved as a Minor Impact Project, subject to each and all conditions, as 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 adopted this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest [Seal]:



Our Future Starts Here

Strategic Plan 2024-2029

Goals, Initiatives and Implementation Steps

Goal #1: Enrich the Western experience and improve wellbeing for students, faculty and staff

Community, Wellness, & Sense of Belonging

- Student engagement and community building
- Mental health and wellness for faculty, staff, and students.
- Inclusive policies, programs, and learning environments

Creation of a Culture of Value and Support

- Strategies and forums that encourage proactive and meaningful communication
- Comprehensive compensation plan for all Western employees
- Supervision, evaluation, and knowledge management best practices

Meeting Western's Housing Needs.

- Short-term strategy of developing rental property access for employees
- Long-term strategy to develop construction of new housing units
- Developing a Housing Assistance Fund
- Developing a planning process regarding student on-campus residence halls

Goal #2: Improve student affordability and access

Cost Reduction

- Mitigate Western's facility fee to students.
- Low- and no-cost instructional materials

Enhance Scholarship Resources and Optimize Technology to Deliver

- Reintroduction of the campaign liaison model
- Development of a network of funding source experts across campus
- Assessment and full utilization of scholarship-related platforms
- Student-friendly financial aid portal

Goal #3: Enhance the quality and value of a Western education and degree

Professional Pathways

- Curricular innovation and instructional excellence
- Certificates and micro-credentials for enhanced career progress
- Wholistic mentoring and career success

Liberal Arts

- A strong liberal arts core at the heart of the undergraduate Western experience
- Interdisciplinary research and teaching
- Curricular innovation across academic departments programs

Teaching Excellence

- Center for Teaching and Learning CTL
- Optimized use of educational technologies

Goal #4: Ensure financial strength and support enrollment growth

Develop and implement a responsible and sustainable enrollment management plan

- Expanding campus expertise in strategic enrollment planning and student success
- Fostering a culture of data-guided decision-making concerning sustainable enrollment management plan actions
- Building and communicating a comprehensive enrollment plan

Create and implement a visionary and compelling marketing plan that capitalizes on Western's strengths and unique characteristics.

- Revitalizing Western's brand
- Building diversity and inclusion in internal and external marketing efforts
- Partnering to create awareness and consistency in voice and brand

Implement a Comprehensive Budget Development Process

- Comprehensive annual budget process
- Guiding the operations of program's planning and development
- Evaluation of resource allocation
- Review of fee structures
- Facilitating coordination such that fundraising partners can work collaboratively
- Communication of fundraising goals across campus
- Updating a needs assessment