1 - Agenda, BOCC regular meeting July18 2023

2a - Public Hearing, Colorado Liquor Retail Lic Application, dba Monarch Ski and Snowboard Area

2b - consent 1 - Alcohol Beverage Lic No 03-11784 dba Taylor Park Marina, Almont

3 - BoHS consent 1 - MOU for skilled workforce preparation

4 - BOCC Calendar Schedule, July 18, 2023

5 - Minutes, June 20 2023 Regular Meeting

6 - consent 1 - Ack of Acting CM sig - American Red Cross Facility Use Agreement

6 - consent 2 - IGA lease of Queen of All Saints Parish, 2023 election voting location

6 - consent 3 - Professional Svc Agreement, PanTerra Energy, Geothermal TC tests, Whetstone

6 - consent 4 - Professional Svc Agreement, PanTerra Energy, Geothermal TC tests, CB Public Works shop

6 - consent 5 - Ack of CM Sig, United Companies paving Quote 22352

6 - consent 6 - IGA with City of Gunnison for Senior Meals Program

6 - consent 7 - CDPHE Office of Gun Violence Prevention Mini Grant, GCSAPP

6 - consent 8 - IGA for Undesirable Plant Management 2023

6 - consent 9 - Ratif of BOCC Signatures, revised Lttr of Support for CPW Amer the Beautiful Grant Appli

6 - consent 10 - Ack of CM sig - Electric utility Relocation Agreement, in Slate River Subdivision

6 - consent 11 - State of Colorado Audit Extension to 9.30.2023

6 - consent 12 - Community Foundation of the GV Contract, Juv Svcs, Choice Pass Parent education

6 - consent 13 - Trade Contract Agreement, Moody Construction and Sons, Inc, Landfill Liner Exp Project

7 - Treasurer's Reports

8c - Vouchers and Transfers - June 2023 Cash Transfer report

8d - Vouchers and Transfers - Sales Tax-LMD Reports

9 - Public Hearing, Establishing Districts of GC Commissioners, result of 2020 Cennsus

10 - Resolution pertaining to open Fire Bans and Imposition of Stages and Examptions

11 - Amendments to Gunn-CB Regional Airport Rules, Regulations July 2023 draft

12 - GUC application to Impose_Use Passenger Facility Charge

13 - 2023 Ballot Question Discussion

14 - IGA for Disposal of Carcasses at GC Landfill, CPW program

15 - Sawtooth Project update_discussion

16a - BoH - Senior Services Update

16b - BoH - Community Health, Assessment and Health Improvement Plan Updates

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, July 18, 2023**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

8:30 am

- Call to Order
- Public Hearing; Colorado Liquor Retail License Application; Powder Monarch LLC dba Monarch Ski and Snowboard Area; 24500 US Hwy 50, Gunnison, Colorado
- 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. Alcohol Beverage License #03-11784; Birdsey Enterprises LLC dba Taylor Park Marina; 21700 County Road 742, Almont, Colorado; 6/11/2023 – 6/11/2024
- Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

8:35 am

- Call to Order; Agenda Review
- 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 Memorandum of Understanding between; (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State"); and (D) The One-Stop Partner (collectively "the Parties") as required by Workforce Innovation and Opportunity Act of 2014 (WIOA); for preparing rural Coloradoans' access and entry into a skilled workforce; 7/01/2023 - 6/20/2026
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:36 am

- Call to Order; Agenda Review
- Scheduling
- Minutes
    1. June 20, 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. Acknowledgement of Acting County Manager's signature; American Red Cross, Mile High Chapter, Facility Use Agreement; Gunnison County Fairgrounds; for use of the Fred R. Field building at the Fairgrounds as an emergency shelter; Effective date of signing up to 30 days after written notice by either party
    2. Approval for Intergovernmental Agreement Between Gunnison County Clerk & Recorder and Bishop of Pueblo; for lease of Queen of All Saint's Parish Hall, 405 Sopris Ave, Crested Butte, Colorado, as a Voter Service Polling Center for 2023 elections; 11/3/2023 - 11/7/2023; $1,200
    3. Acknowledgement of Acting County Manager's signature; Professional Services Agreement; PanTerra Energy; for contractor services – Geothermal Test Well and Thermal Conductivity test - at the Whetstone Housing Project, Crested Butte; 6/16/2023 - 12/31/2023; $28,468

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.*

4. Acknowledgement of Acting County Manager's signature; Professional Services Agreement; PanTerra Energy; for contractor services – Geothermal Test Well and Thermal Conductivity test - at the Gunnison County Road and Bridge Division 2 Shop, Crested Butte; 6/16/2023 - 12/31/2023; $28,468
5. Acknowledgement of County Manager's signature; United Companies Bid #22352; for paving at Meridian Lake, Crested Butte; Effective 6/22/2023; $86,753.75
6. Approval for Intergovernmental Agreement Between City of Gunnison and Board of County Commissioners of the County of Gunnison; for the City of Gunnison Senior Meals Program; Effective date of signing until terminated or modified by its parties; $38,902 for FY 2023
7. Approval for Colorado Department of Public Health & Environment, Office of Gun Violence Prevention Mini Grant; Gunnison County Substance Abuse Prevention Project (GCSAPP); Extension of funding for training to reduce gun violence and suicides involving firearms; Effective date of signing - 12/31/2023; $4,300
8. Approval for Intergovernmental Agreement Regarding Undesirable Plant Management 2023; between Gunnison, Saguache, Hinsdale Counties Board of County Commissioners, Town of Crested Butte, City of Gunnison, and Town of Pitkin; to govern the relationship between parties for the management of undesirable plants in the Gunnison Basin; Gunnison County is provider of services 1/01/2023 - 12/31/2023; $117.50 / hr for noxious weed management
9. Ratification of BOCC signatures for revised Letter of Support; Colorado Parks and Wildlife's America the Beautiful Grant Application
10. Acknowledgment of County Manager's signature; Electric Utility Relocation Agreement; between Gunnison County Board of County Commissioner, Town of Crested Butte, and Gunnison County Electric Association (GCEA); for relocation/realignment of a portion of electric utility infrastructure on real property "TP5" of the Slate River Subdivision
11. Approval for State of Colorado Audit Extension; Gunnison County; to extend deadline for County Audit re Year Ending 12/31/2022 to be completed by 9/30/2023
12. Approval for Community Foundation of the Gunnison Valley 2023 Community Grant Contract; Juvenile Services; funding to support Choice Pass parent education; 7/1/2023 - 5/31/2024; $2,250
13. Approval for Trade Contract Agreement with Moody Construction & Sons, Inc; for Landfill Liner Expansion Project; timing as specified in a Notice to Proceed - to be provided by the County; not to exceed $569,722.03

- County Manager's Report

- Treasurer's Reports

- Vouchers and Transfers:
  1. July 2023 Accounts Payable Report
  2. May 2023 Purchase Card Report
  3. June 2023 Cash Transfer Report
  4. Sales Tax - LMD Reports

8:45 • Public Hearing on Establishing the Districts of the Gunnison County Commissioners as a result of the 2020 Federal Census

9:00 • Resolution; A Resolution of the Board of County Commissioners of Gunnison County, Colorado Pertaining to Open Fire Bans and the Imposition of Fire Restriction Stages and Exemptions

9:05 • Approval for amendments to Gunnison-Crested Butte Regional Airport Rules and Regulations; July 2023 Draft

9:10 • Approval for Application to Impose and Use a Passenger Facility Charge – Notice of Intent 23-07-C-00-GUC; Gunnison-Crested Butte Regional Airport

9:15 • 2023 Ballot Question Discussion

9:20 • Bureau of Land Management (BLM) Resource Management Plan Amendment (RMPA) for the Gunnison Sage-grouse; Comments

9:25 • Approval for Intergovernmental Agreement for Disposal of Carcasses; Colorado Parks and Wildlife (CPW); for disposal of agricultural carcasses, per CPW program with 30 landowner participants; Effective date of signing, annual renewal; 50% discount on County Landfill rates

9:30 • Sawtooth Project; Update and Phase 2 Discussion

• **BREAK**

10:20 • 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.

• Possible Executive Session, pursuant to C.R.S. § 24-6-402 (4)(e)(I): Determining Positions Relative to Matters That May Be Subject to Negotiations, Developing Strategy for Negotiations Related to Real Property Located in Gunnison County, Colorado

• Adjourn

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

11:00 am • Call to Order

• Senior Services Update

• Community Health; Assessment and Health Improvement Plan Update

• Adjourn

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

ZOOM MEETING DETAILS:

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

Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+17193594580,,82753657556#,,,,*471302# US
+16694449171,,82753657556#,,,,*471302# US

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Colorado Liquor Retail License App

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Public Hearing and approval for a new Liquor License.
Thank you!!

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

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/13/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 6/15/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/18/2023

Revised April 2015

DR 8404 (01/30/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

5:00 pm RECEIVED
MAR 06 2023

Colorado Liquor Retail License Application

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master File

CITY/COUNTY CLERK AND RECORDER

received 5-30-2023 gunnison ks

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *SBG.Colorado.gov/Liquor*

1. Applicant is applying as a/an ☐ Individual ☐ Limited Liability Company ☐ Association or Other
☐ Corporation ☒ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation	FEIN Number
Powder Monarch LLC;	82-0565617

2a. Trade Name of Establishment (DBA)	State Sales Tax Number	Business Telephone
Monarch Ski and Snowboard Area	026434870000	719-5305-000

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
24500 US HWY 50

City	County	State	ZIP Code
Gunnison	Gunnison	CO	81230

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
1 Powder Place	Salida	CO	81201

5. Email Address
randy@skimonarch.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Monarch Ski and Snowboard Area	26-434870000	Hotel + Restaurant	01/07/2024

Section A — Nonrefundable Application Fees*	
☐ Application Fee for New License	$1,100.00
☒ Application Fee for New License w/Concurrent Review	$1,200.00
☐ Application Fee for Transfer	$1,100.00

Section B — Liquor License Fees*	
☒ Add Optional Premises to H & R	$100.00 X 1 Total 100
☐ Add Related Facility to Resort Complex	$75.00 X _____ Total _____
☐ Add Sidewalk Service Area	$75.00
☐ Arts License (City)	$308.75
☐ Arts License (County)	$308.75
☐ Beer and Wine License (City)	$351.25
☐ Beer and Wine License (County)	$436.25
☐ Brew Pub License (City)	$750.00
☐ Brew Pub License (County)	$750.00
☐ Campus Liquor Complex (City)	$500.00
☐ Campus Liquor Complex (County)	$500.00
☐ Campus Liquor Complex (State)	$500.00
☐ Club License (City)	$308.75
☐ Club License (County)	$308.75
☐ Distillery Pub License (City)	$750.00
☐ Distillery Pub License (County)	$750.00
☐ Hotel and Restaurant License (City)	$500.00
☒ Hotel and Restaurant License (County)	$500.00
☐ Hotel and Restaurant License w/one opt premises (City)	$600.00
☐ Hotel and Restaurant License w/one opt premises (County)	$600.00
☐ Liquor–Licensed Drugstore (City)	$227.50

Section B (Cont.) — Liquor License Fees*	
☐ Liquor–Licensed Drugstore (County)	$312.50
☐ Lodging & Entertainment - L&E (City)	$500.00
☐ Lodging & Entertainment - L&E (County)	$500.00
☐ Manager Registration - H & R	$30.00
☐ Manager Registration - Tavern	$30.00
☐ Manager Registration - Lodging & Entertainment	$30.00
☐ Manager Registration - Campus Liquor Complex	$30.00
☐ Optional Premises License (City)	$500.00
☐ Optional Premises License (County)	$500.00
☐ Racetrack License (City)	$500.00
☐ Racetrack License (County)	$500.00
☐ Resort Complex License (City)	$500.00
☐ Resort Complex License (County)	$500.00
☐ Related Facility - Campus Liquor Complex (City)	$160.00
☐ Related Facility - Campus Liquor Complex (County)	$160.00
☐ Related Facility - Campus Liquor Complex (State)	$160.00
☐ Retail Gaming Tavern License (City)	$500.00
☐ Retail Gaming Tavern License (County)	$500.00
☐ Retail Liquor Store License--Additional (City)	$227.50
☐ Retail Liquor Store License--Additional (County)	$312.50
☐ Retail Liquor Store (City)	$227.50
☐ Retail Liquor Store (County)	$312.50
☐ Tavern License (City)	$500.00
☐ Tavern License (County)	$500.00
☐ Vintners Restaurant License (City)	$750.00
☐ Vintners Restaurant License (County)	$750.00

*** Note that the Division will not accept cash**

Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			$

Application Documents Checklist and Worksheet

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

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information
- ☒ A. Applicant/Licensee identified
- ☒ B. State sales tax license number listed or applied for at time of application
- ☒ C. License type or other transaction identified
- ☒ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises
- ☒ A. No larger than 8½" X 11"
- ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☒ D. Kitchen - identified if Hotel and Restaurant
- ☒ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)
- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☐ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents
- ☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO.
  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO – *https://uenroll.identogo.com/* Phone: 844-539-5539 (toll-free)
  Colorado Fingerprinting – *http://www.coloradofingerprinting.com*
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: 720-292-2722 Toll Free: 833-224-2227
  Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
  https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
- ☒ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)
- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)
- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)
- ☒ A. Partnership Agreement (general or limited).
- ☒ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)
- ☐ A. Copy of articles of organization
- ☐ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application
- ☐ A. $30.00 fee
- ☒ B. If owner is managing, no fee required

Name	Type of License	Account Number
Richard Stroud	Hotel and Restaurant	

	Yes	No
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?	☐	☒
b. Had an alcohol beverage license suspended or revoked?	☐	☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. _____	☐	☒
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
or		
Waiver by local ordinance?	☐	☐
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐
b. Are you a Colorado resident?	☐	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☒	☐
15. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☒	☐
☒ Ownership ☐ Lease ☐ Other (Explain in Detail) _____		
a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:		

Landlord	Tenant	Expires

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☒
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".		

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☒
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		

Name	Type of License	Account Number
Richard Stroud	Hotel and Restaurant	

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☐
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☐

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ ☐

c. How long has the club been incorporated?

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ ☐

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ ☐

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ☐ ☐

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☐
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
Stroud	Richard

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes ☒ No ☐

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☐

a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager

26. Tax Information. Yes No

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ ☒

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ ☒

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

Name	Home Address, City & State	DOB	Position	%Owned
Richard Stroud	20109 Old Ranch Loop, Nathrop, CO	02/01/60	Owner + GM/COO	1
Elizabeth Meier	3620 19th St #23, SF, CA	06/03/61	Owner	15.07
Eugene Chen	4335Island Crest Way,MercerIslandWA	11/12/59	Owner	21.52

Name	Type of License	Account Number
Richard Stroud	Hotel and Restaurant	

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

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	Richard Stroud GM and COO	2/24/23

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

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
5-30-2023	July 19, 2023

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

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

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

(Check One)

☒ Date of inspection or anticipated date 6-13-2023
☐ Will conduct inspection upon approval of state licensing authority

	Yes	No
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	☐	☒
☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	☐	☐

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

Local Licensing Authority for	Telephone Number	
Gunnison County	970-641-7641	☐ Town, City ☒ County

Signature	Print	Title	Date
Kathy Simillion	Kathy Simillion	County Clerk	5-30-23
Signature	Print	Title	Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-11784; Birdsey Enterp

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Birdsey Enterprises LLC Liquor License Renewal

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/6/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-11784
to sell/serve malt, vinous, spirituous liquor for (off the)-premises consumption in the County of Gunnison, Colorado.

BIRDSEY ENTERPRISES LLC DBA TAYLOR PARK MARINA
21700 COUNTY ROAD 742
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 06.11.2023 – 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 6-30-2023

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

BIRDSEY ENTERPRISES LLC
dba TAYLOR PARK MARINA
21700 CR 742
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-11784	**June 11, 2024**
License Type: **LIQUOR STORE (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 6/30/2023 MH

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (03/31/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	$ 362.50
Renewal Fee	
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

received
6-27-2023
KB

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

Retail Liquor License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name: Birdsey Enterprises LLC		Doing Business As Name (DBA): Taylor Park Marina	
Liquor License #: 03-11784	License Type: Liquor Store (County)		
Sales Tax License Number: 32958243	Expiration Date: 6/11/2023	Due Date: 4/27/2023	
Business Address: 21700 CR 742, Almont CO 81210			Phone Number: 9706412922
Mailing Address: 509 33 ROAD, Clifton, CO 81520		Email: taylorparkmarina@gmail.com	
Operating Manager: Ryan Birdsey	Date of Birth: 1/14/1983	Home Address: 509 33 ROAD, Clifton, CO 81520	Phone Number: 9702909583

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

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

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

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

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Ryan Birdsey	Owner
Signature	Date
	6/23/2023

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

Local Licensing Authority For		Date
Gunnison County		6-26-2023
Signature	Title	Attest
Kathy Simillion	County Clerk	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding between; (A) the Rural

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Rural Workforce Consortium

Term Begins: 7/1/2023 **Term Ends:** **Grant Contract #:**

Summary:

MOU between the Colorado Rural Workforce Consortium requiring Jonathan's signature.

Fiscal Impact: 0

Submitted by: Brad Wheaton **Submitter's Email Address:** bradford.wheaton@state.co.us

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/11/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/11/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made by and between: (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State"); and (D) The One-Stop Partner (collectively "the Parties") as required by Workforce Innovation and Opportunity Act of 2014 (WIOA).

In accordance with the WIOA §121, this local MOU has been developed and executed by the Workforce Board, with the agreement of the LEO Board, and with each One-Stop Partner that describes the operation of the one-stop delivery system in the Workforce Area and the individual sub-areas (the "Sub-Areas") that comprise the Workforce Area.

SIGNATURE AND COVER PAGE

(A) The Workforce Board the Rural Consortium Workforce Development Board (the "Workforce Board")	**MOU Number** 8376_24-KARA-WIOA MOU
(B) The LEO Board the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board")	**MOU Performance Beginning Date** The later of the Effective Date or July 1, 2023
(C) State Agency Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State")	**Current MOU Expiration Date** June 30, 2026
(D) One-Stop Partner Gunnison County Department of Health and Human Services	**Exhibits and Order of Precedence** The following Exhibits and attachments are included with this MOU: 1. Exhibit A – Worksheet 2. Exhibit B – [RESERVED] 3. Exhibit C – Project Change Request Form 4. Exhibit D – Sample Option Letter In the event of a conflict or inconsistency between this MOU and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. The provisions of the main body of this MOU. 2. Exhibit A – Worksheet 3. Exhibit B – [RESERVED] 4. Exhibit C – Project Change Request Form 5. Exhibit D – Sample Option Letter

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THE PARTIES HERETO HAVE EXECUTED THIS MOU

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

COLORADO RURAL WORKFORCE CONSORTIUM BOARD OF LOCAL ELECTED OFFICIALS	**RURAL CONSORTIUM WORKFORCE DEVELOPMENT BOARD**
_____ By: Debbie Bell, Chair Date: _____	_____ By: Kathy Reeves, Chair Date: _____

COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT	**COLORADO RURAL WORKFORCE CONSORTIUM**
_____ By: Kelly Folks, Director Division of Employment and Training Date: _____	_____ By: Suzie Miller, Director Date: _____

ONE-STOP PARTNER

****** By signing my name below, I certify that I have read the MOU. All of my questions have been discussed and answered satisfactorily. My signature certifies that I have the legal authority to bind my agency to the terms of the MOU and confirms my understanding of the terms outlined in this MOU; Exhibit A.

_____ _____

** Jonathan Houck, Chair Date

Gunnison and Hinsdale Board of Human Services

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____

Laura Urbain
State Controller Delegate

Effective Date:_____

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1. PARTIES AND PURPOSE

It is Colorado Rural Workforce Consortium's (CRWC) vision that every Colorado business has access to a skilled workforce and that every Coloradoan has access to meaningful employment, resulting in statewide economic vitality. It is CRWC's mission to foster business-focused workforce partnership, effectively preparing rural Coloradoans for the jobs of today and tomorrow.

The purpose of this MOU is to provide a framework for the delivery of comprehensive workforce development services to the job seeker and employer of communities of the Workforce Area and to describe how the shared costs of operating the One-Stop Delivery System in the Workforce Area will be funded. By encouraging collaboration between comprehensive workforce centers and a network of One-Stop Partners, this framework is designed to develop a workforce eco-system promoting collaborative employment and training strategies that reflect the particular needs of the Workforce Area's and the Sub-Area's local and regional economies.

2. EFFECTIVE DATE AND TERM

WIOA §121(c)(g) requires that the MOU be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services, including effectiveness, physical and programmatic accessibility.

This MOU will begin on July 1, 2023, and remain in effect until June 30, 2026, unless terminated earlier or extended further by mutual agreement of the Parties.

3. SCOPE

This MOU is entered into by and between the Parties for the delivery of services within the One-Stop System, including the coordination of service delivery and the referral of customers, for one or more of the Colorado Rural Workforce Consortium five sub-areas including the Pueblo Comprehensive Workforce Center. No cash payments will be made under this MOU. WIOA §121(b) identifies both the required and the optional programs and activities that may be carried out by Partners in the CRWC area.

A. Exhibit A, Worksheet: This Exhibit describes the specific services that the One-Stop Partner will provide in the Sub-Areas in which the One-Stop Partner operates. Beginning on the MOU Effective Date and continuing throughout the term of this MOU, the One-Stop Partner agrees to work collaboratively with the Workforce Board, the LEO Board, CRWC and the other One-Stop Partners in the Sub-Areas in which the One-Stop Partner operates to carry out the provisions of WIOA and this MOU and to provide the services described in Exhibit A. The One-Stop Partner agrees to (a) promptly notify the Workforce Board and the LEO Board if, for any reason, the One-Stop Partner fails to provide or is unable to provide the services described in its Exhibit A, and (b) amend Exhibit A in accordance with Section 6B of this MOU if, for any reason, Exhibit A no longer accurately or completely describes the services provided by the One-Stop Partner. CRWC will maintain the current version of each One-Stop Partner's Exhibit A on the CRWC MOU Website: https://cdle.colorado.gov/tools-resources.

B. Exhibit B, [RESERVED]

C. The Parties agree to participate in good faith in the negotiation and execution of a Cost Sharing Agreement (CSA) that meets all requirements of the Cost Sharing Legal Authorities. At a minimum, the CSA should if relevant: (a) identify the Infrastructure Costs, Additional Costs and Total Costs; (b) establish a formula for calculating each One-Stop Partner's Proportionate Share of the Total Costs; (c) calculate each One-Stop Partner's Partner Contribution; (d) identify the method by which the One-Stop Partners will make the Partner Contribution; and (e) establish a process by which the Parties will reconcile the Total Costs,

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the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of this MOU.

The Parties agree that: (a) the Infrastructure Costs, Additional Costs and Total Costs will be calculated using actual cost data, where possible, or reasonable cost estimates, where actual data is not available; (b) the cost data or estimates underlying the calculation of the Infrastructure Costs, Additional Costs and Total Costs will be disclosed to the One-Stop Partners; (c) the methodology for calculating each One-Stop Partner's Proportionate Share of the Total Costs will be determined through a reasonable cost allocation methodology that assigns costs to One-Stop Partners in proportion to relative benefits received; (d) the Parties will negotiate in good faith to identify the method by which the One-Stop Partner will make the Partner Contribution and to establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share, and the Partner Contribution at least once per quarter throughout the term of this MOU; (e) in negotiating the CSA, the Parties will comply with both the letter and the spirit of the Cost Sharing Legal Authorities; and (f) One-Stop Partners who are not Required Partners and who do not provide services in the comprehensive One-Stop Center or who are not co-located in an affiliate location will not be required to enter into a CSA, pursuant to applicable WIOA requirements.

D. Abide by State Backup Formula, if Implemented, Subject to the Appeals Process

If the Workforce Board, the LEO Board, and all Required Partners operating in the Workforce Area fail to execute a CSA that meets the requirements of the Cost Sharing Legal Authorities, the State will implement and execute the State Backup Formula to determine each Required Partner's Partner Contribution.

If relevant, (1) the Required Partners agree to abide by the terms of the State Backup Formula, if implemented, subject to the appeals process in the Cost Sharing Legal Authorities; and (2) the Additional Partners (and all other one-stop partners who are not subject to the State Backup Formula) are not required by law to pay infrastructure costs but agree that, if the State Backup Formula is implemented, such one-stop partner will continue in good faith to negotiate a Cost Sharing Agreement that meets the requirements of the Cost Sharing Legal Authorities.

E. Exhibit C, Project Change Request Form: Parties may bilaterally change the following, using Exhibit C, Project Change Request Form: (i) Representatives, (ii) Section 6M, Notices, and (iii) Exhibit A. All changes using this Project Change Request Form shall be made by email in accordance with the email contact information listed in Section 7.M of this MOU.

4. DELEGATION OF ADMINISTRATIVE DUTIES TO CRWC The Workforce Board delegates all administrative duties relating to the operation of the One-Stop Delivery System in the Workforce Area to CRWC. These duties include, without limitation: (a) keeping and maintaining the original copies of each MOU, its Exhibits, and any amendments; (b) maintaining the MOU Website; (c) negotiating the terms of the CSA with the One-Stop Partner; (d) gathering the data necessary to calculate the Infrastructure Costs, the Additional Costs, the Total Costs, the Proportionate Share, and the Partner Contribution; and (e) performing quarterly reconciliations of all CSAs, in collaboration with the One-Stop Partners.

5. DESIGNATION OF COMPREHENSIVE ONE-STOP-CENTER; SATELLITE WORKFORCE CENTERS

A. The Workforce Board and LEO Board designate the following location as the Workforce Area's comprehensive "One-Stop Center":

Pueblo Workforce Center
212 W. 3rd St

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Pueblo, CO, 81003
719-562-3731
cdle_pueblo_wfc@state.co.us

B. CRWC agrees to notify the One-Stop Partner if the Workforce Board and LEO Board change the location of the Workforce Area's comprehensive One-Stop Center.

6. PROVISIONS

A. Termination of MOU

(i) The One-Stop Partner may terminate this MOU at any time by providing notice to the Workforce Board, the LEO Board, and CRWC in accordance with Section 7.M of this MOU. Unless otherwise agreed to by the Workforce Board and the LEO Board, such termination will become effective sixty (60) days after delivery of such notice. By terminating this MOU, the One-Stop Partner will be considered to have automatically withdrawn from membership on the One-Stop Partner's local Workforce Board. Such termination will not (a) relieve the One-Stop Partner from any obligations that may arise from a source outside of this MOU (including obligations that may arise in accordance to the terms of a contract or grant agreement); or (b) relieve the One-Stop Partner from its obligations in this MOU made prior to the termination.

(ii) The Workforce Board, with the agreement of the LEO Board, may terminate this MOU at any time by providing notice in writing to the One-Stop Partner in accordance with 7.M of this MOU. Unless otherwise agreed to by the Workforce Board and the LEO Board, such termination will become effective sixty (60) days after delivery of such notice. Upon termination of this MOU, the One-Stop Partner will be deemed to have automatically been terminated from membership on the One-Stop Partner's local workforce board. The termination of the MOU pursuant to this section will not (a) relieve the One-Stop Partner from any obligations that may arise from a source outside of this MOU (including obligations that may arise in accordance to the terms of a contract or grant agreement); or (b) relieve the One-Stop Partner from its obligations in this MOU throughout the 60-day termination notification.

(iii)The One-Stop Partner may terminate from this MOU in the event Federal oversight agencies charged with the administration of WIOA fail to appropriately fund this MOU or if funds are not otherwise made available for continued performance, for any fiscal period of this MOU after the first fiscal period. If the One-Stop Partner is unable to perform in accordance with this MOU due to lack of funding, the One-Stop Partner will notify the other Parties as soon as the One-Stop Partner has knowledge that funds may be unavailable for the continuation of the MOU.

B. Modifications and Amendments

The main body of this MOU may only be modified, revised, or amended by the mutual written consent of all Parties, nevertheless:

The One-Stop Partner may deliver to CRWC a Project Change Request Form to modify Exhibit A to reflect changes in the services and/or shared costs of services provided by the One-Stop Partner or to make non-substantive changes to the body of the MOU such as representative of party. Once received, the Workforce Board, LEO Board, and CRWC will approve or deny the requested change. Approved Project Change Request Forms will be attached to the original Exhibit A and added to the Exhibit A in the MOU and on the MOU Website. In the event that the Project Change Request Form is denied, the Parties have the option of using Section 7C, dispute resolution to resolve any concerns regarding the requested changes.

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CRWC at its discretion, will have the option to extend the MOU beyond the Initial Term for a period, or for successive periods, of one year or less under the same terms specified in the MOU (each such period an "Extension Term"). In order to exercise this option, CRWC will provide written notice to the One-Stop Partner in an Option Letter which does not require signature from the One-Stop Partner. Except as stated in Section 2, the total duration of this MOU, including the exercise of any options to extend, will not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

C. Appropriations/Funding.

(i) WIOA Sec. 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the Colorado Rural Workforce Consortium One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in a CRWC One-Stop Center or otherwise in the Local Area must use a portion of its funds available for such programs and activities, to operate and maintain the CRWC One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of the CRWC One-Stop Centers (20 CFR § 678.700). All Cost Sharing Agreements described in this MOU are subject to all federal laws, rules, regulations, Office of Management and Budget Circulars, and guidance governing the specific program or activities for which cost sharing is required under WIOA. All obligations of the Parties under this MOU for cost-sharing arrangements, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds authorizing the program or activity for which cost sharing is required under WIOA and will extend only to funds encumbered for the purpose of this MOU.

(ii) The Parties will have no obligation under this MOU to provide any other monies or financial support of any kind or nature to operate or maintain the CRWC One-Stop Delivery system, including proportional payment of the infrastructure costs of the CRWC One-Stop Centers. If any such obligation is asserted against a Party, any resulting obligation will extend only to federal funds received and budgeted for this MOU, appropriated annually, paid into the Treasury of the Party, and encumbered for the purpose of the MOU, if required.

7. ADDITIONAL PROVISIONS

A. Record Maintenance and Inspection: The One-Stop Partner will make, keep and maintain a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining to the performance of the One-Stop Partner until: (i) a period of six (6) years after the date of this MOU expires or is earlier terminated, or (ii) the resolution of any pending disputes arising out of or relating to the MOU or the Parties' rights and obligations. This will be deemed to supplement and not replace any additional record maintenance and inspection requirements that a Party's funding authority or program may be bound by. All Parties will continue to adhere to such other record maintenance and inspection requirements in addition to those described in this section.

PERIODIC REVIEWS Pursuant to WIOA Sections 121 (c) (g) and 20 CFR 678.500, the Parties agree to review the terms of this MOU not less than once every three (3) years following the Effective Date to ensure appropriate funding and delivery of services. Should the need arise, the Parties may review the MOU on a more frequent basis and if substantial changes have occurred, amend the MOU to ensure appropriate funding and delivery of services. CRWC will initiate and oversee periodic review(s).

CRWC will be responsible for maintaining the original, signed copies of this MOU, the Exhibits, and any amendments thereto. CRWC will be responsible for maintaining the MOU Website and ensuring that the MOU Website contains (i) current copies of the MOU, the Exhibits, and any amendments thereto; (ii) an accurate list of all currently operating satellite workforce centers in the Workforce Area; and (iii) a model nondisclosure agreement to be entered into by agents, employees, assigns, and subcontractors of the

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Parties.

B. **Confidentiality of Records:**

i. The Parties will hold and maintain all State Records that the State provides or makes available to such Party in confidence, subject to applicable open records laws, including the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S. (CORA) for the sole and exclusive benefit of the State. Except as otherwise stated in this MOU, a Party will not use for its own benefit, publish, copy, disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, without first obtaining the written approval of the State agency that provided the State Records (the "Providing Agency'). Each Party will immediately forward any request or demand for State Records to the principal representatives of the Providing Agency listed in Section 7.M to the MOU. Upon the expiration or termination of this MOU, each Party shall, at the election of the Providing Agency, return all State Records in the possession of such Party to the appropriate Providing Agency or destroy such State Records and certify to the appropriate Providing Agency that it has done so. If a Party is prevented by law or regulation from returning or destroying State Records, such Party warrants that it will comply with applicable best practice guidelines for handling confidential information, in its efforts to ensure the confidentiality of, and cease to use, such State Records.

ii. Each Party will restrict access to Confidential Information to its agents, employees, assigns and subcontractors as necessary to perform such Party's obligations under this MOU. Each Party will ensure that all such agents, employees, assigns, and subcontractors who receive and/or access Confidential Information sign a copy of the model nondisclosure agreement substantially like the one provided on the MOU Website, and that such nondisclosure agreements remain in force at all times that the agent, employee, assign or subcontractor has access to any Confidential Information.

iii. Each Party will use, hold, and maintain Confidential Information in compliance with all applicable laws and regulations in facilities located within the United States, and will maintain a secure environment that ensures the confidentiality of all Confidential Information wherever located. Each Party will provide the Workforce Board with access, subject to such Party's reasonable security requirements, including compliance with all applicable federal and state laws concerning confidentiality, solely for the purposes of inspecting and monitoring security associated with access and use of Confidential Information and evaluating security control effectiveness.

iv. This 7B will be deemed to supplement and not replace any additional confidentiality requirements that a Party's funding authority or program may be bound by. All Parties will continue to adhere to such other confidentiality requirements in addition to those described in this 7B.

v. To the extent permitted by this 7B and applicable law, the Parties will share Confidential Information with other Parties to the extent that such sharing would help advance the purposes of this MOU. Additionally, to the extent not prohibited by federal law, this MOU and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

C. **Dispute Resolution**: All Parties agree that they will attempt in good faith to resolve any disputes that arise out of or relate to this MOU, or the Parties' rights and obligations through informal discussions among the Parties. If the Parties are unable to resolve their dispute through informal discussion, then the Parties agree to submit their dispute to the Colorado Rural Workforce Board Executive Committee (the "Executive Committee") for resolution. The Executive Committee's determination will be final.

D. **ENTIRE UNDERSTANDING:** The MOU and its Exhibits represent the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are incorporated into this MOU. Prior or contemporaneous additions, deletions, or other changes to the MOU will not have any effect whatsoever, unless incorporated within the MOU.

E. **MULTIPLE-FISCAL YEAR FINANCIAL OBLIGATIONS:** The state and any local government are subject to the provisions of Section 20 of Article X of the Colorado Constitution which limits their ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of the state or

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any local government under this MOU beyond the current fiscal year is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the state, Board or, Board of County Commissioners which budget provides for or appropriates funds for such obligation. The state or local government under this MOU will be from year to year only and will not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

F. **Severability:** Any provision of this MOU that is deemed invalid or unenforceable will not affect the validity or enforceability of the remaining provisions of this MOU, provided that the Parties can continue to perform their obligations under this MOU in accordance with its intent.

G. **Independent Contractor:** No employee relationship will arise between the State of Colorado and any Party, or any agent or employee of any Party, by virtue of this MOU. Rather, each Non-State Party will perform its duties as an independent contractor and not as an employee of the State. No Party or its employees or agents will become entitled to unemployment insurance or workers compensation benefits through the State, and the State will not become obligated to pay for or otherwise provide such coverage, by virtue of this MOU. The Parties will pay when due all applicable employment taxes and income taxes and local head taxes incurred by this MOU. The Parties will (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof when requested by the State; and (iii) be solely responsible for its acts and those of its employees and agents. No Party will have authorization, express or implied, to bind the State to any agreement, liability or understanding by virtue of this MOU, except as expressly described in this MOU.

H. **Responsibility for Employment and Other Related Benefits:** All employees providing services pursuant to this MOU remain under the supervision and direction of their respective employing entity. If any employment or work-related issues arise, such employing entity will be solely responsible for the resolution of such issue, The One-Stop Partner will be solely responsible for providing all employment-related benefits to its employees and for complying with all applicable employment laws and regulations, including without limitation all applicable federal and state income tax, workers' compensation and unemployment insurance laws and regulations.

I. **NON-GOVERNMENTAL ENTITIES--GENERAL INDEMNIFICATION:** Non-governmental entities will indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, 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 the non-governmental entity, or its employees, agents, subcontractors, or assignees in connection with this MOU.

J. **Governmental Immunity:** Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, political subdivisions and employees is controlled and limited by the provisions of the Governmental Immunity Act 24-10-101, et seq. and the risk management statutes, C.R.S. $ 24-30-1501, et seq., as amended.

K. **No Third-Party Beneficiaries:** The enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, will be strictly reserved to the Parties, and nothing contained in this MOU will give or allow any claim or right of action whatsoever by any non-Party. It is the express intent of the Parties to this MOU that any person receiving services or benefits under this MOU will be deemed an incidental beneficiary only.

L. **Assignment:** The One-Stop Partners' rights and obligations are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the Workforce Board and the LEO Board. Any attempt at assignment, transfer, or subcontracting without the written consent of the Workforce Board

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and the LEO Board will be void.

M. **Notices:** For the purpose of this MOU, the persons listed below are designated the representatives of the Parties. All notices required or permitted under this MOU will be in writing and will be deemed given when (a) personally served; (b) three (3) days after deposit in the United States Mail, mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated in the MOU; or (c) by email. The Parties may designate in writing a new or substitute representative by filling out Exhibit C, Project Change Request Form and may do so by giving Notice in accordance with this Section 7.M., without formal amendment.

i. For the Workforce Board:

Kathy Reeves--Chair
Colorado Rural Workforce Consortium Workforce Development Board
509 Colorado Avenue, Suite G
Pueblo, CO 81004
719-696-8596
kathy@topnotch-personnel.com

ii. For the LEO Board:
Debbie Bell–Chair,
CRWC Board of Local Elected Officials
610 State Avenue, Suite 200
PO Box 300
Alamosa, Co
Debbie.bell@fremontco.com

iii. For CRWC:
Dawn Robards
CRWC Operations Manager
Colorado Department of Labor and Employment Division of Employment and Training
633 17th Street, 7th Floor Denver, CO 80202
(303) 318-8810
Dawn.Robards@state.co.us

with copies to:
Purchasing Director
Colorado Department of Labor and Employment
633 17th Street, 11th Floor Denver, CO 80202
303-318-8054

and:
Kelly Folks, Director
Colorado Department of Labor and Employment Division of Employment and Training
633 17th Street, 7th Floor Denver, CO 80202
(303) 318-8002 Kelly.folks@state.co.us

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iv. For the One-Stop Partner:

Joni Reynolds, Director
Gunnison County Department of Health and Human Services
220 North Spruce Street, Gunnison, CO 81230
970-641-3244, joni.reynolds2@state.co.us

v. Comprehensive List of One-Stop Partners
CRWC will maintain a current list on the MOU website, https://cdle.colorado.gov/tools-resources, of all active One-Stop Partners.

N. **Conflict of Interest:** Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the Party's interests. Each Party will refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.

O. **Authorization:** Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized. If requested by CRWC, each Party agrees to provide CRWC with proof of such authority within fifteen (15) days of receiving such request.

P. **Counterparts:** This MOU may be executed in multiple identical original counterparts, all of which will constitute one agreement.

Q. **Notice of Pending Litigation:** Each Party will notify CRWC, in writing, within five (5) business days after being served with a summons, complaint or other pleading filed in any federal or state court or administrative agency that involves services provided under this MOU or is otherwise related to this MOU.

R. **CORA Disclosure:** To the extent not prohibited by federal law, this MOU and its exhibits are subject to public release through CORA. This MOU is not intended to supersede the Parties' obligations under CORA.

S. **Choice of Law:** Colorado law, and rules and regulations issued pursuant thereto, will be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations will be null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this MOU, to the extent capable of execution.

T. **Press Releases and Communications:** In coordination with CDLE's Office of Government, Policy and Public Relation (GPPR), all Parties agree that the Workforce Board and the LEO Board are authorized to communicate with the press, television, radio, or any other form of media concerning this MOU or the Parties' performance contemplated by this MOU. The Workforce Board and the LEO Board will notify and consult with the One-Stop Partner before making any media communications that makes specific reference to the One-Stop Partner.

U. **Digital Signatures** If any signatory signs this MOU 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 will be incorporated into this MOU by reference.

7. LAW, ASSURANCES and CERTIFICATIONS

A. As applicable, all Parties to this MOU will comply with:
   i. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
   ii. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),

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iii. Section 504 of the Rehabilitation Act of 1973, as amended,
iv. Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 24 CFR Part 99
v. The Americans with Disabilities Act of 1990 (Public Law 101-336),
vi. Priority of service for veterans in U.S. Department of Labor funded programs (38 U.S.C. § 4215)
vii. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188
viii. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99)
ix. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38)
x. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603)
xi. Title IX of the Education Amendments Act of 1972 (20 U.S.C. §1681)
xii. All amendments to each, and
xiii. All requirements imposed by the regulations issued pursuant to these acts.
xiv. Nondiscrimination and Equal Opportunity Provision. As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, CDLE (the WIOA the grant recipient) assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

B. Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR Part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR

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3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

C. Certification Regarding Lobbying

All Parties will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties will not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

D. Debarment and Suspension

All Parties will comply with the debarment and suspension requirements (E.0.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

E. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. § 4215 and its implementing regulations and guidance, and WIOA § 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

F. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. § 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA § 502 and 20 CFR 683.200(f).

G. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA § 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

H. Equipment and Furniture

All equipment and furniture purchased by any Party for purposes described herein will remain the property of the purchaser after the termination of this MOU.

I. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Colorado. All Parties shall comply with all applicable Federal and State Laws and regulations, and Local laws to the extent that they are not in conflict with the State or Federal requirements.

8. DEFINITIONS

A. "Actual Cost Data" means information pertaining to the amount of funds expended for the current State Fiscal Year and derived from historical fund expenditure data.

B. "Additional Costs" means such costs, in addition to Infrastructure Costs, that the required one-stop partners in the comprehensive centers and co-located one-stop partners in the affiliate locations are required to

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contribute to the funding of. Additional Costs include the cost of "Career Services" (as that term is defined in WIOA § 134(c)(2)) that are provided at one-stop centers in the Workforce Area and may include other costs that support the operation of the one-stop centers in the Workforce Area.

C. "Additional Partners" means those one-stop partners who, with the approval of the local board and chief elected official, carry out the programs and activities as in WIOA § 121(b)(2)(B).

D. "Confidential Information" means all Personally Identifiable Information (PII).

E. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. "Cost Sharing Legal Authorities' means the most recently promulgated version of all applicable statutes, regulations, Training and Employment Guidance Letters, Policy Guidance Letters and other applicable legal authorities that prescribe the rules governing the sharing of Infrastructure and Additional Costs between the one-stop partners operating in the Workforce Area, including but not limited to (a) WIOA; (b) the Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions, 20 CFR Part 676-678; (C) the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200; (d) The Training and Employment Guidance Letter WIOA No. 17-16, which was promulgated by the United States Department of Labor on January 18, 2017; and (e) the Colorado One-Stop System Policy Guidance Letter # WIOA-2016 03, which was promulgated by the Colorado Workforce Development Council on June 1, 2

G. "CDLE" means the Colorado Department of Labor and Employment. CDLE connects job seekers with great jobs, provides an up-to-date and accurate picture of the economy to help decision making, assists workers who have been injured on the job, ensures fair labor practices, helps those who have lost their jobs by providing temporary wage replacement through unemployment benefits, and protects the workplace - and Colorado communities - with a variety of consumer protection and safety programs.

H. "CRWC" means the Colorado Rural Workforce Consortium, including CRWC's administrative unit and the Workforce Area's local workforce centers. CRWC provides workforce development programs and services through the Workforce Area's local workforce centers.

I. "Infrastructure Costs" has the meaning ascribed to "costs of infrastructure" in WIOA §121 (h)(4), which defines Infrastructure Costs to mean "... the non-personnel costs that are necessary for the general operation of the one-stop center, including the rental costs of facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including the center's planning and outreach activities."

J. "JVSG" means The Jobs for Veterans State Grants. JVSG provides federal funding, through a formula grant, to 54 State Workforce Agencies (SWAs) to hire dedicated staff to provide individualized career and training-related services to veterans and eligible persons with significant barriers to employment and to assist employers fill their workforce needs with job-seeking veterans.

K. "LEO Board" means the Colorado Rural Workforce Consortium Board of Elected Officials, which is composed of Local Elected Officials from each Sub-Area within the Workforce Area.

L. "MOU Website" means the website created and administered by CRWC for the purposes described in this MOU and located at https://cdle.colorado.gov/tools-resources.

M. "NAFTA-TAA" means North American Free Trade Agreement--Transitional Adjustment Assistance NAFTA-TAA is a federal program to assist workers to re-enter the workforce after they have become unemployed because of imports from or shift in production to Mexico and/or Canada. The NAFTA program was repealed on 8/06/02 and incorporated into the Trade Reform Act of 2002.

N. "Non-State Party" means any Party to this MOU that is not a department, board, office, commission, institution, or other instrumentality of the State of Colorado. Non-State Parties will include but are not limited to political subdivisions of the State and for-profit and not-for-profit entities.

O. "One-Stop Delivery System" or "One-Stop System" means a system that brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance.

P. "One-Stop Center" means a physical location where job seeker and employer customers can access the programs, services, and activities of all required one-stop partners.

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Q. “One-Stop Partner” means an entity described in Section 121 of WIOA participating in the operation of a One-Stop delivery system and identified on the Signature and Cover Page of this MOU.
R. “Parties" means the Workforce Board, the LEO Board, CRWC and the One-Stop Partner.
S. “Partner Contribution" means each mandatory one-stop partners' in the comprehensive centers and co-located one-stop partners' in the affiliate locations required contribution towards the Total Costs.
T. “PII” means personally identifiable information including, without limitation, any information 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.
U. “Proportionate Share of the Total Costs” or “Proportionate Share" means the proportion of the Total Costs that each mandatory One-Stop Partner in the comprehensive centers and co-located One-Stop Partners in the affiliate locations will contribute towards the operation of the One-Stop Delivery System.
V. “Required Partners" means those One-Stop Partners in the local area who carry out the programs and activities described in WIOA 9121(b)(1)(B).
W. "State Backup Formula” means the “State infrastructure funding mechanism" described in the Cost Sharing Legal Authorities, including WIOA §121(h).
X. “SER” means Service, Employment, and Redevelopment. SER is a national network of Community Based Organizations (CBO’s) that formulates and advocates initiatives resulting in the increased development and utilization of America’s human resources, with special emphasis on the needs of Hispanics, in the areas of education, training, employment, business and economic opportunity.
Y. "State Records” means all data, information, and records, regardless of physical form, that belongs to the State, including, without limitation, any State records, State data or other information that has been communicated, furnished, or disclosed by the State to another Party. State Records include information subject to disclosure under the CORA.
Z. “Sub Area” means the physical regions that make up the Colorado Rural Workforce Consortium area.
AA. “TAA” means Trade Adjustment Assistance. TAA is a federal program that provides assistance such as job search, relocation assistance, retraining, income support, etc. to certified workers who have lost or will lose their jobs as a result of foreign trade.
BB. “Total Costs” means the total of the Infrastructure Costs and the Additional Costs.
CC. “WIOA” means Workforce Innovation and Opportunity Act. WIOA is landmark legislation that is designed to strengthen and improve our nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers.
DD. “WIOA Title III Wagner-Peyser Programs” means Workforce and Innovation and Opportunity Act Title III Wagner Peyser Programs. In 2014, the Wagner-Peyser Act was amended under title III of the Workforce Innovation and Opportunity Act. The Employment Service under WIOA builds upon previous workforce reforms and requires colocation of the Employment Service offices into the nearly 2,500 workforce centers nationwide and aligns performance accountability indicators with other federal workforce programs. The original Wagner-Peyser Act was established in 1933 and created a nationwide system of public employment offices, known as the Employment Service. The Employment Service seeks to improve the functioning of the nation's labor markets by bringing together individuals seeking employment with employers seeking workers. The Wagner-Peyser Act was amended in 1998 to make the Employment Service part of the one-stop delivery system under the Workforce Investment Act.
EE. “Workforce Area” means the physical boundaries of a federally recognized workforce area in a state. Colorado has ten federally recognized areas.
FF. “Workforce Board” means the Rural Consortium Workforce Development Board.

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Exhibit A
Worksheet

Name of One-Stop Partner: Gunnison County Department of Health and Human Services (includes Hinsdale)
Type of Program: Temporary Assistance for Needy Families (TANF)
Address, City, State, Zip Code: 220 North Spruce Street, Gunnison, CO 81230
Telephone Number: 970-641-3244 Fax Number:
Website: https://www.gunnisoncounty.org/149/Health-Human-Services E-Mail Address: joni.reynolds2@state.co.us

Identify all Sub-Areas in which your agency provides services:

Broomfield		**Eastern**		**Northwest**	
Pueblo		**Rural Resort**		**South Central**	
Southeast		**Southwest**		**Western**	X
Upper Arkansas		**N/A**		**N/A**	

Workforce Development System Services

Identify the partner services your agency provides, either directly or by referral to the One-Stop Center. Enter an "X" if you provide the services directly and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "X" and an "R." Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

Partner Program Services

Preliminary Services		***Services Requiring Eligibility***		***Training Services***		***Employer Services***	
Public Information	**X**	Enrollment or Registration	**X**	Financial Assistance for Training	**X**	Job Listing	**X**
Outreach, Recruitment	**X**	Diagnostic Assessment		Occupational Skills Training	**R**	Candidate Screening	**R**
Determination of Program Appropriateness for Customer	**X**	Individual Self-Sufficiency or Employment Plans	**X**	On-the-Job Training	**R**	Candidate Testing	**R**
Orientation		Counseling: Group or Individual	**R**	Skills Upgrading	**R**	Job Referrals	**X**
Resource Center	**X**	Case Management	**X**	Re-Training	**R**	Space for Job Interviews	
Initial Assessment	**X**	Basic Education, Literacy Training, GED Training	**R**	Entrepreneurial Training		Labor Market Information	**R**
Workshops		English as a Second Language Training	**R**	Apprenticeship Training		Local Economic Development Information	
Career Information	**R**	Computer Literacy Training	**R**	Customized or Workplace Training	**R**	Employer Incentives	
Labor Market Information	**R**	Job Readiness Training	**R**	Work Experience, Internship (including Summer Jobs)	**R**	Employer Seminars	
Job Search Skills & Information	**R**	Life Skills Training	**R**			Job Fairs	**R**
Job Referrals	**R**	Supportive Services	**X / R**			Services to Laid Off Workers	**R**

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Follow-Up	**X**	Post-Employment or Job Retention Services				Outplacement Services	
Eligibility Determination	**X**	Tutoring, Study Skills Training				Job Analysis	
		Leadership Development Activities				Focus Groups	
		Mentoring	**R**				
		Alternative Secondary School	**R**				

Identify the One Stop center services provided, either directly or by referral to a One-Stop Partner. Enter an "X" if you provide the services directly and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "X" and an "R." Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

One-Stop Center Services

Preliminary Services		***Services Requiring Eligibility***		***Training Services***		***Employer Services***	
Public Information	**X**	Enrollment or Registration	**X**	Financial Assistance for Training	**XR**	Job Listing	**X**
Outreach, Recruitment	**X**	Diagnostic Assessment	**X R**	Occupational Skills Training	**X R**	Candidate Screening	
Determination of Program Appropriateness for Customer	**X**	Individual Self-Sufficiency or Employment Plans	**XR**	On-the-Job Training	**X R**	Candidate Testing	
Orientation	**X**	Counseling: Group or Individual	**XR**	Skills Upgrading	**X R**	Job Referrals	**X**
Resource Center	**X**	Case Management	**XR**	Re-Training	**X R**	Space for Job Interviews	
Initial Assessment	**X**	Basic Education, Literacy Training, GED Training	**RX**	Entrepreneurial Training	**X R**	Labor Market Information	**X**
Workshops	**XR**	English as a Second Language Training	**R**	Apprenticeship Training	**X R**	Local Economic Development Information	**X**
Career Information	**X**	Computer Literacy Training	**XR**	Customized or Workplace Training	**X R**	Employer Incentives	**X**
Labor Market Information	**X**	Job Readiness Training	**X R**	Work Experience, Internship (including Summer Jobs)	**X R**	Employer Seminars	**X**
Job Search Skills & Information	**X**	Life Skills Training	**X R**			Job Fairs	**RX**
Job Referrals	**X**	Supportive Services	**XR**			Services to Laid Off Workers	**X**
Follow-Up	**X**	Post-Employment or Job Retention Services	**X**			Outplacement Services	
Eligibility Determination	**X**	Tutoring, Study Skills Training	**RX**			Job Analysis	**X**
		Leadership Development Activities				Focus Groups	

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		Mentoring					
		Alternative Secondary School	**R**				

Please provide detailed descriptions of each of the following:

1. Access to Services

a. Describe the manner in which the One-Stop Partner/Workforce Center will fulfill the access requirement. Provide details. The options are (1) co-location; (2) cross-trained staff; and (3) direct technological linkage.

Cross-Trained Staff:
Gunnison/Hinsdale Counties Department of Human Services (DHS) and CRWC W/SW sub-area will provide cross-training to their teams at minimum, annually, and as needed with program changes, throughout the term of this agreement. Cross-training will ensure partner teams are up to date on current programs, initiatives, and funding opportunities.

II. Service Delivery

a. Describe services you will provide, coordination of services and delivery of services. Include physical location where services will be provided. Identify which items will be available at workforce centers and which will be available at other locations. Please specify if service delivery will include online delivery or the use of virtual platforms, such as Google meet, Zoom etc.

Partner Program:
The Gunnison Health and Human Services Office at 220 N Spruce St, Gunnison, CO 81230 provides programs and community resources to both Gunnison and Hinsdale Counties including: Adult Protection, Senior Resources, Child Protection, Consumer Protection, Public Assistance Programs (which includes processing of TANF applications and ongoing case management), Early Childhood, Multicultural Resource Center, Public Health Clinical Services, Health Navigation, Community Service Block Grant (CSBG), amongst others. Most of our services are delivered in-person although some teams do utilize virtual options including phone, Zoom, and Google Meet to communicate with clients when coming to the office for services creates a barrier. Currently we have an informal referral process with our local WFC and DVR program.

One-Stop Center:
The Colorado Rural Workforce Consortium sub-area workforce centers provide free services to assist employers and job seekers. Services include and are not limited to; job listings, computer and internet access, career counseling and training for job seekers. Workforce Center career counselors can connect workers and job seekers with local employment, training, and educational opportunities, as well as any available funding; they can also help clients improve their interviewing skills and résumé.
Services can be received virtually or in person at local workforce centers.

Sub-Areas and Locations

Pueblo Sub-Area

Pueblo Comprehensive Workforce Center
212 W 3rd St
Pueblo, CO 81003
Phone Number: (719) 562-3731
E-mail: cdle_pueblo_wfc@state.co.us

Broomfield Sub-Area

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Broomfield Workforce Center
100 Spader Way
Broomfield, CO 80020
Phone Number: (303) 464-5855
E-mail: **workforcecenter@broomfield.org**

Eastern Sub-Area

Burlington Workforce Center
Serving: Serving Kit Carson & Cheyenne counties
1457 Martin Ave.
Burlington, CO 80807
Phone Number: (719) 346-5331
E-mail: cdle_burlington_wfc@state.co.us

Fort Morgan Workforce Center
Serving: Serving Morgan & Washington counties
426 Ensign Street
Fort Morgan, CO 80701
Phone Number: (970) 867-9401
E-mail: cdle_fort_morgan_wfc@state.co.us
Website: **Eastern Worforce Center Website**

Sterling Workforce Center
Serving: Phillips, Logan, & Sedgwick counties
100 Broadway, #24
Sterling, CO 80751
Phone Number: (970) 522-9340
Note: located in Walker Hall,
Northeastern Junior College
E-mail: cdle_sterling_wfc@state.co.us
Website: **Eastern Worforce Center Website**

Yuma Workforce Center
Serving: Yuma county
529 N. Albany Street, Suite 1210
Yuma, CO 80759
Phone Number: (970) 848-3760
E-mail: cdle_yuma_wfc@state.co.us
Website: **Eastern Workforce Center Website**

Northwest/Rural Resort (NW/RR) Sub-Area

Craig Workforce Center
Serving: Moffat & Rio Blanco counties
480 Barclay
Craig, CO 81625
Phone Number: (970) 824-3246
Note: Job Hotline: 800-778-5627
E-mail: **cdle_craig_wfc@state.co.us**

Edwards Workforce Center
Serving: Serving Eagle county
0069 Edwards Access Road, Suite 7
Edwards, CO 81632
PO Box: 1355
Phone Number: (970) 926-4440
E-mail: cdle_edwards_wfc@state.co.us

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Frisco Workforce Center
Serving: Serving Summit, Grand & Jackson Counties
602 Galena St.
Frisco, CO 80443
P.O. Box 679
Phone Number: (970) 668-5360
E-mail: cdle_frisco_wfc@state.co.us

Leadville Workforce Center
Serving: Serving Lake county
901 S. Highway 24
New Discovery Building, Room 219
Leadville, CO 80461
PO Box: 1263
Phone Number: (719) 486-2428
E-mail: cdle_leadville_wfc@state.co.us

Meeker Workforce Center
Serving: Serving Rio Blanco county
345 Market Street
Meeker, CO 81641
PO Box: 2404
Phone Number: (970) 878-4211
E-mail: cdle_meeker_wfc@state.co.us

Glenwood Springs Workforce Center
Serving: Garfield, Pitkin & Eagle counties
401 23rd Street, Suite 300
Glenwood Springs, CO 81601
Phone Number: (970) 945-8638
E-mail: cdle_glenwood_springs_wfc@state.co.us

Steamboat Springs Workforce Center
Serving: Routt & Jackson counties
425 Anglers Drive D-2
Steamboat Springs, CO 80487
P.O. Box 881419,
Steamboat Springs, CO 80488
Phone Number: (970) 879-3075
E-mail: cdle_steamboat_springs_wfc@state.co.us

Southeast/South Central Sub-Area
Alamosa Workforce Center
Serving: Alamosa, Costilla, and Conejos counties
407 State Ave Suite C
Alamosa, CO 81101
Phone Number: (719) 589-5118
E-mail: cdle_alamosa_wfc@state.co.us

La Junta Workforce Center
Serving: Otero, Bent & Crowley counties 308 Santa Fe Ave.
La Junta, CO 81050
Phone Number: (719) 383-3191
Note: Job Hotline: 719-384-5627
E-mail: cdle_la_junta_wfc@state.co.us

Lamar Workforce Center

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Serving: Serving Prowers, Baca, & Kiowa counties
405 East Olive St.
Lamar, CO 81052
Phone Number: (719) 336-2256
E-mail: cdle_lamar_wfc@state.co.us

Monte Vista Workforce Center
Serving: Serving Rio Grande, Saguache & Mineral counties
2079 Sherman Ave.
Monte Vista, CO 81144
Phone Number: (719) 852-5171
E-mail: cdle_monte_vista_wfc@state.co.us

Trinidad Workforce Center
Serving: Las Animas county
140 North Commercial
Trinidad, CO 81082
Phone Number: (719) 846-9221
E-mail: cdle_trinidad_wfc@state.co.us

SE Workforce Center at Walsenburg
Serving: Serving Huerfano county
201 East 5th Street, Suite 19
Walsenburg, CO 81089
Phone Number: (719) 738-2372
Hours: Mon - Wednesday - 8 am - 5 pm. Thursday and Friday by appointment
E-mail: cdle_walsenburg_wfc@state.co.us

Upper Arkansas Sub-Area
Canon City Workforce Center
Serving: Serving Fremont & Custer counties
3224 Independence Rd
Canon City, CO 81212
Phone Number: (719) 275-7408
E-mail: cdle_canon_city_wfc@state.co.us

Salida Workforce Center
Serving: Chaffee county
448 E. 1st St. Ste. 201
Salida, CO 81201
Phone Number: (719) 530.5980
E-mail: cdle_salida_wfc@state.co.us

Western/Southwest Sub-Area

Cortez Workforce Center
Serving: Serving Dolores & Montezuma counties
20 West North Street

Cortez, CO 81321
Phone Number: (970) 565-3759
E-mail**:** cdle_cortez_wfc@state.co.us

Delta Workforce Center
Serving: Delta County
206 Ute Street
Delta, CO 81416
Phone Number: (970) 874-5781

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E-mail: **cdle_delta_wfc@state.co.us**

Durango Workforce Center
Serving: Serving La Plata, Archuleta & San Juan counties
331 South Camino Del Rio #C
Durango, CO 81303
Phone Number: (970) 247-0308
E-mail: cdle_durango_wfc@state.co.us

Gunnison Workforce Center
Serving: Serving Gunnison & Hinsdale counties
109 E. Georgia Ave
Gunnison, CO 81230
Phone Number: (970) 641-0031
E-mail: cdle_gunnison_wfc@state.co.us

Montrose Workforce Center
Serving: Serving Montrose, Ouray, and San Miguel counties.
1551 Ogden Road
Montrose, CO 81401
Phone Number: (970) 249-7783
E-mail: cdle_montrose_wfc@state.co.us

III. Current Resources

a. Describe how the services you will provide will be funded. Options include: (1) cash; (2) in-kind; (3) philanthropy; (4) private entities; and (5) alternative financing. Do not include infrastructure costs.

Partner Program:
Gunnison County Health and Human Services TANF program is supported through Federal, State and County allocated funding.

One-Stop Center:
Workforce Center Services are funded by federal funds including the Wagner-Peyser Act and the Workforce Innovation and Opportunity Act (WIOA). State Employment Support Funds supplement Wagner-Peyser activities. Grants may also be available from a variety of sources that pay for special programs.

- Wagner-Peyser: Basic Labor Exchange for employers and job seekers
- Workforce Innovation and Opportunity Act (WIOA): Adult, youth, dislocated workers

IV. Referrals

a. Describe how referrals for services will be coordinated. Including methods of referrals between partners, tracking referrals and related activities, coordination and follow through and shared data systems and documentation such as the Colorado Workforce Data Capture System and Unite Us database system.

Partners make referrals via, phone, email, or by providing the customer with the physical location, telephone number or website address of the partner agency.

V. Assurances

Accessibility to services provided by the One-Stop System are essential to meeting the requirements and goals of the Colorado Rural Workforce Consortium. Job seekers must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces.

Describe methods to ensure that needs of workers, youth, and individuals with barriers to development, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services,

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including physical, virtual, communications, and programmatic access through the one-stop delivery system including the use of technology and other resources.

Partner Program:
The Gunnison Health and Human Services building is ADA accessible including the parking lot, ramps into the building, bathrooms, lobby, and interview rooms. Staff are trained on how to conduct business with those clients with barriers to development, including those with disabilities. Gunnison County Health and Human Services in conjunction Health Care Policy and Finance are in the final approval steps of creating our own County Civils Rights policy. Eligibility staff are required to take a Civil Rights Training through the State training portal COLearn. Lastly there is intensive in-house training for how to conduct business with those individuals needing specialized service. Gunnison Health and Human Services also works closely with our local Division of Vocational rehab.

One-Stop Center:
CRWC workforce centers are ADA compliant and follow all applicable federal, state, and local laws to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed. Customers are evaluated for overall need and benefit for workforce system services and/or accommodations in order to reduce barriers. Workforce centers work closely with the Division of Vocational Rehabilitation, and other community-based agencies to support customer needs. Services and materials can be accessed online and in person.

VI. Co-Locations

a. List co-locations that One-Stop Partner is participating in.

N/A

Attachments:
1) One-Stop Partner List and Contact Information

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Attachment 1
Colorado Rural Workforce Consortium
One Stop Partners

The table below lists all One-Stop Partners who are parties to the Memorandum of Understanding as of the Effective Date and their designated representatives and their contact information. CRWC shall update this Attachment 1 to reflect any changes to the list of One-Stop Partners who are parties to the Memorandum of Understanding and maintain a current copy of this Attachment 1 at the MOU Website, which is located at https://cdle.colorado.gov/tools-resources.

One-Stop Partner	Applicable Sub-Area(s)	Designated Representative	Physical Location Address	Phone Number
Rocky Mountain SER /Jobs for Progress Inc.	Eastern, Pueblo, South Central, Southeast, Southwest, & Western	Leon Ortega	3555 Pecos Street, Denver, CO 80211	719-980-5465
The Colorado Department of Labor and Employment, Division of Vocational Rehabilitation	All Sub-Areas	Robert Buzogany, Regional Manager, John Garcia, Pueblo	633 17th Street, 15th Floor, Denver, CO 80202	303-866-4150
The Colorado Department of Labor and Employment, State Veterans Services	All Sub-Areas	Colin Schneider	633 17th Street, 7th Floor, Denver, CO 80202	303-318-8558
SER National, Inc.	All Sub-Areas	Karen M. Brown, National Director of Programs /Josephine Quintano, State Director	100 Royal Lane, Suite 130, Irving, Texas 75039	469-549-3623

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The Colorado Department of Labor and Employment, Division of Unemployment Insurance	All Sub-Areas	Briana Gienger	251 East 12th Avenue, Denver, CO 80202	303-318-9000
Servicios de La Raza	All Sub-Areas	Rudolph "Rudy Gonzales	3131 West 14th Ave., Denver, CO 80204	303-458-5851
Morgan County Department of Human Services	Eastern	Jacque Frenier	800 E. Beaver Avenue, Fort Morgan, CO 80701	970-542-3531
Cheyenne County Department of Human Services	Eastern	Soraya Taylor	560 W 6 N Cheyenne Wells, CO 80810	719-767-5629
Sedgwick County Department of Human Services	Eastern	Natasha "Tasha" Thode	118 W 3rd Street, Julesburg, CO 80737	970-474-3397
Washington County Department of Human Services	Eastern	Teresa Traxler	126 W. 5th Street, Akron, CO 80720	970-345-2238
Phillips County Department of Human Services	Eastern	Lori Lundgren	127 E Denver, Suite A, Holyoke, CO 80734	970-854-2280
Yuma County Department of Human Services	Eastern	Kara Hoover	340 S. Birch Street, Wray CO 80758	970-332-4877
Logan County Department of Human Services	Eastern	Dave Long	508 S. 10th Ave. Sterling, CO 80751	970-522-2194

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Kit Carson County Department of Human Services	Eastern	Jennifer Gribble	252 S. 14th Street, Burlington, CO 80807	719-346-7158
Elbert Department of Human Services	Eastern	Darcy Bolding	75 Ute Ave. Kiowa, CO 80117	303-621-3149
Lincoln County Department of Human Services	Eastern	Andrew Lorensen	103 3rd Ave. Hugo, CO 80821	719-743-2879
Morgan Community College	Eastern	Dr. Curt Freed	920 Barlow Road, Fort Morgan, CO 80701	970-542-3270
Northeastern Junior College – Adult Education	Eastern	Jamie Giacomini	100 College Drive, Sterling, CO 80751	970-521-6761
Northeastern Junior College – Carl D. Perkins Grant Program	Eastern	Sam Soliman	100 College Drive, Sterling, CO 80751	970-521-6606
Pueblo Community College	Pueblo	Jenny Sherman	900 W Orman Avenue, Pueblo, CO 81004	719-549-3200
Pueblo County Department of Social Services	Pueblo	Karen Garcia	320 W. 10th Street, Suite 207, Pueblo, CO 81003	719-583-6160
SEL Tutoring	Pueblo	Scott Lambert	4440 N Creek Road, Pueblo, CO 810023	719-485-2456
Community Educational Outreach	Pueblo	Lori Cuno	PO Box 18874, Denver, CO 80218	720-544-5548

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Fremont County Department of Human Services	Upper Arkansas	Barry Acton	172 Justice Center Road, Canon City, CO 81212	719-275-2318
Chaffee County Department of Human Services	Upper Arkansas	Monica Haskell	448 E. 1st Street, Salida, CO 81201	719-530-2500
Custer County Department of Human Services	Upper Arkansas	Laura Lockhart	205 South 6thStreet, Westcliffe, CO 81252	719-783-2371
Park County Department of Human Services	Upper Arkansas	Susan L. Walton	825 Clark Street, 59865 US Hwy, Fairplay, CO 80440	303-816-5939
Colorado Mountain College -Salida Campus	Upper Arkansas	Rob Simpson/Julie Hanson	349 E. 9th St., Salida, CO 81201	719-530-7905
Trinidad State College-Trinidad Campus	Southeast	Dr. Rhonda Epper	600 Prospect Street, Trinidad, CO 81082	719-846-5559
Otero College	Southeast	Dr. Timothy Alvarez	1802 Colorado Avenue, La Junta, CO 81050	719-384-6822
Prowers County Department of Human Services	Southeast	Lanie Meyers-Mireles	1001 S Main Street, Lamar, CO 81052	719-336-8752
Huerfano County Department of Social Services	Southeast	Sheila Hudson-Macchietto	121 W 6th Street, Walsenburg, CO 81089	719-738-2810, ext. 118
Kiowa County Social Services	Southeast	Dennis Pearson	1307 Main Street, Eads, CO 81036	719-438-5541

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Otero County Department of Human Services	Southeast	Donna Rohde	13 W 3rd Street, La Junta, CO 81050	719-383-3131
Baca County Department of Human Services	Southeast	Jona Mills	772 Colorado Street, Suite #1, Springfield, CO 81073	719-523-4131
Las Animas County Department of Human Services	Southeast	Michael Aragon	219 S. Chestnut Street, Trinidad, CO 81082	719-846-2276
Crowley County Department of Human Services	Southeast	Tonia Burnett	631 Main Street, Suite 100, Ordway, CO 81063	719-267-3546
Lamar Community College	Southeast	Dr. Rosana Reyes	2401 S Main Street, Lamar, CO 81052	719-336-1511
Conejos County Department of Social Services	South Central	Nicholas Barela	12989 County Rd. G. 6, Conejos, CO 81129	719-376-5455
Durango Education Center	Southwest	Susan Hakanson	701 Camino del Rio, Suite 310, Durango, CO 81301	970-385-4354
Archuleta County Department of Human Services	Southwest	Isabel Vita	550 Hot Springs Blvd., Pagosa Springs, CO 81147	970-264-2182
La Plata County Department of Human Services (Includes San Juan)	Southwest	Martha Johnson	Tech Center Plaza, 10 Burnett Court, Durango, CO 81301	970-382-6150

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Montezuma County Department of Social Services	Southwest	Gina Montoya	109 West Main Street, #170, Cortez, CO 81321	970-564-4105
Dolores County Department of Social Services	Southwest	Malynda Evans	8560 County Rd. 7.2 Dove Creek, CO 81324	970-677-2250
Montrose Adult Education Center	Western	Anne Ventrello	701 Junction Ave. Montrose, CO 81401	970-787-0281
San Miguel Department of Social Services	Western	Carol Friedrich	333 W. Colorado Ave., 3rd Floor Telluride, CO 81435	970-728-4411
Ouray Department of Social Services	Western	Carol Friedrich	177 Sherman St., Ste. 104, Ridgeway, CO 81432	970-626-2299
Montrose County Human Services	Western	Jen Sherwood	1845 S. Townsend Ave., Montrose, CO 81401	970-252-5000
Gunnison/Hinsdale County Department of Health and Human Services	Western	Joni Reynolds	220 North Spruce Street, Gunnison, CO 81230	970-641-3244
Delta County Department of Human Services	Western	Anne Gallegos	320 W. 5thStreet, Delta, CO 81416	970-874-2030
Eagle County Department of Human Services	Rural Resort	Megan Burch	551 Broadway, Eagle, CO 81631	970-328-8888
Summit County Department of Human Services	Rural Resort	Joanne Sprouse	360 Peak One Drive, Suite 230, Frisco, CO 80443	970-668-9160

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Lake County Department of Human Services	Rural Resort	Janeen McGee	112 W. 5th Street, Leadville, CO 80461	719-486-2088
The Learning Source	Rural Resort	Josh Evans	8790 W. Colfax Ave. #109, Lakewood, CO 80215	303-941-3944
Garfield County Department of Human Services	Rural Resort	Sharon Longhurst-Pritt	195 W. 14thStreet, Rifle, CO 81650	970-625-5282
Colorado Mountain College-Glenwood	Rural Resort	Heather Exby, Julie Hanson	802 Grand Avenue, Glenwood Springs, CO 81601	970-945-8691
Rio Blanco County Department of Human Services	Northwest	Carmen McKay	200 Main Street, Ste. 200, Meeker, CO 81641/101 E. Main St. Rangely, CO 81648	970-878-9640
Grand County Department of Human Services	Northwest	Deb Ruttenberg	129 E. Byers Ave., Hot Sulphur Springs, CO 80451	970-725-3331
Jackson County Department of Social Services	Northwest	Deb Ruttenberg	350 McKinley Street, Walden, CO 80480	970-723-4750
Moffat County Department of Human Services	Northwest	Kristin Grajeda	1198 W. Victory Way, Suite 204, Craig, CO 81625	970-824-8282
Routt County Department of Human Services	Northwest	Kelly Kissling	135 6th Street, Steamboat Springs, CO 80477	970-870-5533

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Colorado Northwestern Community College	Northwest	Annette Burrow	500 Kennedy Drive, Rangely, CO 81648	970-675-3258
Broomfield County Department of Human Services	Broomfield	Dan Casey	100 Spader Way, Broomfield, CO, 80020	720-887-2200
Front Range Community College	Broomfield	Janel Highfill	3465 W. 112th Avenue, Westminster, CO 80031	303-404-5486
Denver Indian Center (Fatherhood Program)	Broomfield	Steve Revello	4407 Morrison Rd., Denver, CO, 80219	303-936-2688
Jefferson County School District R1 ABE programs	Broomfield	Catherine Baldwin-Johnson/Keenan Sweigart	1829 Denver West Drive #27, Golden, CO 80401	303-982-7484

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Exhibit B - [RESERVED]

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EXHIBIT C, PROJECT CHANGE REQUEST FORM

One-Stop Partner Agency Name:_____

Requestor Name:_______

Request Date:_____

Change requested: (For example, changes may include Representative of Party, Location Address, Exhibit A Services, Exhibit B Cost Sharing Agreement)

Rationale for the change:

For CRWC use only

Whether the change is approved or denied: ____ Approved _____ Denied

Rationale for the approval/denial

Signature of CRWC Director_____

Date _____

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EXHIBIT D, SAMPLE OPTION LETTER

(A) The Workforce Board the Rural Consortium Workforce Development Board (the "Workforce Board")	**Option Letter Number** Insert the Option Number (e.g., "1" for the first option)
(B) The LEO Board the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board")	**Original MOU Number** Insert number or Other Contract Number of the Original Contract
State Agency Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State")	**Option MOU Number** Insert number or Other Contract Number of this Option
One-Stop Partner Insert One-Stop Partner Full Legal Name	**MOU Performance Beginning Date** Month Day, Year
	Current MOU Expiration Date Month Day, Year

1. OPTIONS:

A. Option to extend MOU for an Extension Term.

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original MOU 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.>

3. Option Effective Date:

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

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	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:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

Gunnison County Board of County Commissioners Calendar
(Two or more commissioners may be in attendance.)

July 18 - August 22, 2023
(as of 7/14/2023)

Board of County Commissioners

1. **BOCC Regular Meeting**
   July 18, 2023, All Day @ BOCC Boardroom
   More Details

2. **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

3. **BOCC Work Session**
   July 25, 2023, All Day @ BOCC Boardroom
   More Details

4. **BOCC Regular Meeting**
   August 1, 2023, All Day @ BOCC Boardroom
   More Details

5. **Mayors & Managers Meeting - Hosted by Library District**
   August 3, 2023, 12:00 PM - 1:30 PM
   More Details

6. **BOCC Work Session** **OCC Work Session**
   August 8, 2023, All Day @ BOCC Boardroom
   More Details

7. **BOCC Regular Meeting**
   August 15, 2023, All Day @ BOCC Boardroom
   More Details

8. **BOCC Work Session**
   August 22, 2023, All Day @ BOCC Boardroom
   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   August 15, 2023, All Day @ BOCC Board Room
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: June 20, 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 6/20 BOCC regular meeting minutes.

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appear legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/6/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

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

Agenda Date: 7/18/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
June 20, 2023

The June 20, 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	Matthew Birnie, County Manager
Liz Smith, Vice-Chairperson [REMOTE]	Melanie Bollig, Deputy County Clerk
Laura Puckett Daniels, Commissioner [REMOTE]	Others Present as Listed in Text

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am. Hinsdale County Commissioner Greg Levine was also present remotely via Zoom.

CONSENT AGENDA: **Moved** by Commissioner Houck, seconded by Commissioner Levine, to approve the consent agenda for the Gunnison/Hinsdale Board of Human Services, as presented. Motion carried unanimously.

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: Chairperson Houck adjourned the meeting of the Gunnison/Hinsdale Board of Human Services at 8:31 am.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

CONSENT AGENDA: Chairperson Houck noted that the Board had held a public hearing for this liquor license at their last 6/7/2023 regular meeting, and that it had been reviewed and approved by the County Attorney's office and the state.

With no questions from the Board, it was **moved** by Commissioner Houck, seconded by Commissioner Smith, to approve the Local Liquor Licensing Authority consent agenda, as presented that morning to authorize and approve the liquor license. Motion carried unanimously.

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: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:32 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:32 am. He recognized Commissioner Smith for her attendance and hard work at the Harvard Kennedy School of Leadership Program, and welcomed Commissioner Puckett Daniels back as well.

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: There were no changes needed to the schedule. Chairperson Houck noted one new change on the calendar – the joint public hearing for Gregory Six Lot Subdivision had been moved to July 20th.

MINUTES: Commissioner Puckett Daniels abstained from the vote as she had been absent for the June 6th regular meeting. **Moved** by Commissioner Smith, seconded by Commissioner Houck, to approve the meeting minutes of June 6th, 2023, as presented. Motion carried unanimously.

1. **June 6, 2023 Regular Meeting**.

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

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 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: County Manager Birnie was present in the room, and he informed the Board that he had nothing at this time to report, but would answer any questions they might have. The Board had no questions, and Chairperson Houck noted that there will be more robust reports to come from both the County Manager and commissioners at their next regular meeting. He also stated for the record that he had really appreciated the effective leadership structure which CM Birnie had put in place to fill in during the recent absences of several county staff.

TREASURER'S REPORT: County Treasurer Debbie Dunbar was not able to be present that morning, and had communicated this to the Board prior to the meeting.

With no questions about the treasurer's reports from the Board, it was **moved** by Commissioner Houck, seconded by Commissioner Smith, to accept the Treasurer's Report and authorize the chair's signature on the report. Motion carried unanimously.

VOUCHERS AND TRANSFERS: Chief Financial Officer Perry Solheim was present remotely via Zoom, and Senior Accountant Kelly Weak was present in the room to answer any questions the Board might have.

1. **June 2023 Accounts Payable Report. Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels, to approve the June 2023 vouchers in the amount of $3,035,984.49. Motion carried unanimously.
2. **April 2023 Purchase Card Report.**
3. **May 2023 Cash Transfer Report. Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the May 2023 cash transfer in the amount of $6,311,714.34, as presented. Motion carried unanimously.
4. **Sales Tax - LMD Reports.** Chairperson Houck asked CFO Perry Solheim if he would like to highlight anything on the sales tax or Local Marketing District (LMD) reports.

   CFO Solheim stated that this was the first time the county had seen actual contraction in revenues over the prior year. He added that the good news was actual sales tax derived by the county is still an increase over last year.

   Chairperson Houck observed that early Spring had seen conservative numbers of visitors and the area was now seeing numbers which were a little more robust than had been predicted. Commissioner Puckett Daniels also noted the ski area being closed in April 2023, as opposed to a being open a week in April 2022, so she felt this slight downturn was to be expected.

   Commissioner Smith noted the issues with compliance in online sales tax collections. CFO Solheim credited continued collections growth in this area to Sr Accountant Kelly Weak's continued work in identifying and capturing online sales tax revenues. He thanked her for her hard work on this.

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: Chief Financial Officer Perry Solheim was present remotely via Zoom to answer any questions the Board might have.

Chairperson Houck briefly went over the need for authorization, noting that it was an annual statutory requirement, and the Board must approve in order for the Treasurer to proceed with the collection of these delinquent taxes.

After checking with Assistant County Attorney Sammy Obaid about the mechanism for approval, it was determined that a motion would be appropriate, and no resolution was necessary.

Moved by Commissioner Houck that the Board authorize the certification of delinquent taxes and authorization for County Treasurer Debbie Dunbar to collect those taxes pursuant to Colorado Revised Statute 30-20-420, and include in the motion those accounts listed within the materials provided in the packet. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

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 NE¼ SE¼, SE¼ 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**

Community and Economic Development Planning Director Hillary Seminick was present in the room for discussion and to answer any questions the Board might have. She explained that she was covering this approval for Community and Economic Development Planner Rachel Sabbato, who was not able to be there that day.

CED Planning Director Seminick then outlined for the Board that the minor impact subdivision application had received recommendation for approval by the Planning Commission back in March of 2019; after that, there had been a delay in the process due to a title discrepancy found, which showed a gap, or "sliver parcel," between the bottom NW and SW corner. She noted that the applicant Mark Schumacher had then gone through a proper title process to achieve ownership of the sliver parcel and have everything in order for a developed plat, which she had with her that day.

After giving this background history, CED Planning Director Seminick added that the Board now needed to decide whether they would like to convene another public hearing for this. She went over the criteria for choosing a public hearing with the Board.

The Board, after the staff presentation, decided that they could not see a reason to hold a public hearing, and thanked staff for the helpful context.

With no further questions, it was **moved** by Commissioner Houck, seconded by Commissioner Smith, to approve Resolution 2023-14, A Resolution Approving a Minor Impact Review of the Salisbury Subdivision, LUC-18-00006, and authorize the signatures or use of signature stamps of the full board upon approval. Motion carried unanimously.

Chairperson Houck then signed the plat and advised CED Planning Director Seminick that they would sign and record the other documents later and staff would get them to her. CED Dir Seminick then introduced new staff member, Planning Technician Rachael Blondy to the Board.

At 8:53 am, Commissioner Smith, remote via Zoom, signed out to attend her leadership program.

STRATEGIC PLAN UPDATE; WESTERN COLORADO UNIVERSITY (WCU): WCU President Brad Baca and Provost and VP for Academic Affairs Jessica Young were both present in the room to give an update and to answer any questions the Board might have.

President Baca gave a handout to each of the Board for his presentation. He introduced that he had also presented this at the last Mayors & Managers meeting, but he wanted the commissioners to have a general overview of where Western was at in the strategic planning process, and to also give them an opportunity for comment. He further added that he expected the new Strategic Plan to be approved later that week at their Board of Trustees meeting; additional work would be done after that in terms of implementation and cost assessments for various initiatives.

President Baca gave a brief history of Western's strategic planning process, explaining that the process had started in July 2022 at a WCU Board of Trustees retreat. A steering committee was then established in August 2022, comprised of members of the campus community, including faculty, staff and students. In early fall of 2022, they set early high-level goals for the plan, and the Board of Trustees approved those goals at their October 2022 meeting and appointed a task force for each goal, comprised of faculty, staff and students, who then engaged other groups within the community for input.

In early 2023, these groups came together and in March 2023, the Board of Trustees approved the goals and charged them with developing metrics – gathering community output from the BOCC, City Council, and others in the community. Currently, President Baca stated that they were hoping for refinement of these goals, and he welcomed input from the commissioners.

At this point in the meeting, Commissioner Houck took a moment to update Commissioner Puckett Daniels (adding that he would bring this to Commissioner Smith's attention later as well) regarding an email sent to the commissioners from President Baca, with a link to a draft strategic plan survey, wherein President Baca requested the commissioners to consider strategic plan goals and offer input. Commissioners Houck affirmed that he had already taken the survey.

President Baca and VP for Academic Affairs Jessica Young then went over each of the strategic plan goals, initiatives, and implementation steps – as outlined in the handout the Board had been given – briefly elaborating on the areas included and their priorities. An outline of the goals included:

Goal #1: Enrich the Western experience and improve wellbeing for students, faculty and staff
- a) Community, Wellness, & Sense of Belonging
- b) Creation of a Culture of Value and Support
- c) Meet Western's Housing Needs

Goal #2: Improve student affordability and access
- a) Cost Reduction
- b) Enhance Scholarship Resources and Optimize Technology to Deliver

Goal #3: Enhance the quality and value of a Western education and degree
- a) Professional Pathways

b) Liberal Arts
c) Teaching Excellence

Goal #4: Ensure financial strength and support enrollment growth
a) Develop and implement a responsible and sustainable enrollment management plan
b) Create and implement a visionary and compelling marketing plan that capitalizes on Western's strengths and unique characteristics
c) Implement a Comprehensive Budget Development Process

President Baca concluded by stating that they had looked at, and would continue to look at, all their goals through the lenses of five guiding principles, which were: 1) Financial stewardship and sustainability; 2) DEIJ (Diversity, Equity, Inclusion, and Justice); 3) Sense of place (leveraging location as an asset); 4) Global outlook; and 5) Sustainability at the headwaters of a major river system. He added that he really appreciated the County and its partnership, collaboration, and financial support for Western.

Commissioner Houck expressed his appreciation for several of the plan goals, including: Western's goals of community and bringing its unique location into students' education; inclusion of DEIJ outreach; and keeping an anchor in their liberal arts program. He further noted the Board of Trustees' engagement in community activities, highlighting the mutual benefit between what happens in the community and at Western; he was happy to see that outreach growing, and noted mutual goals also reflected within the city and county strategic plans.

Commissioner Puckett Daniels added her voice of support for the liberal arts emphasis, adding that her education and teaching experience made her believe in the power of liberal arts to develop twenty-first century skills. She also stated that she was happy to see: the voice and support which faculty, staff, and students had been given in this plan; the priority given to a sense of belonging and mental health; and emphasis put on making college education affordable. She ended by confirming she would be taking the survey as well.

Commissioner Houck then mentioned that they would be working on finding a way to make contiguous property accessible for meeting some of Western's housing challenges.

County Manager Birnie added that he appreciated the thorough planning process, as well as the housing piece which acknowledges Western also needs to create more housing.

Commissioner Houck concluded by noting that it was good to have this conversation in a formal setting so that others in the community can see that type of conversation and interaction which occurs all the time between the county and Western; he expressed the importance of their reciprocal relationship, and thanked both President Baca and VP Young for coming and giving of their time.

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

COMMISSIONER ITEMS:

Commissioner Puckett Daniels – When asked by Commissioner Houck if there was anything she wished to report on at this meeting, Commissioner Puckett Daniels answered that there was not.

Commissioner Houck

1. Brief overview of the last couple of weeks. Commissioner Houck touched briefly on several items, which included:
   a) Gunnison Basin Sage-grouse Resource Management Plan (RMPA) Amendment – Commissioner Houck reported that the BLM would be releasing a draft shortly, and he and Wildlife Biologist Jim Cochran would then develop comments on behalf of the county for it.
   b) Attended a Standard Mine stakeholders meeting in Crested Butte. Commissioner Houck explained that this meeting updated the community on current reclamation efforts and progress.
   c) Met with Crested Butte Land Trust Executive Director Jake Jones. Commissioner Houck stated that he was making sure the county had covered all the bases needed, as the CB Land Trust, Gunnison County, and Town of Crested Butte move forward with the Mt Emmons land exchange process.
   d) Contacted the Forest Service regarding the Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forest plan. Commissioner Houck stated that he not heard anything for a bit and wanted to see where they were at in the process.
   e) Leant support to Public Works staff. Commissioner Houck advised that he had worked with fielding and answering questions from the community regarding road rebuilding efforts on Kebler Pass. He added that they were nearing completion and the road should be opening soon.
   f) CDOT bridge installed on Hwy 133. Commissioner Houck reported that CDOT had been able to get the temporary bridge installed on Hwy 133, and that this portion was now open.
   g) Good comments for Cottonwood Pass. Commissioner Houck briefly noted that he had received many good comments for the county, in collaboration with Chaffee County, regarding being able to get this pass open on time.

Commissioner Puckett Daniels expressed her thanks to Commissioner Houck and county staff for supporting her the last few weeks. She let those listening know that she had been in an auto accident at the end of May and that she was currently still in recovery, but happy to be back part time as she continues to heal.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioner regular meeting at 9:29 am.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023-14

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 Houck, seconded by Commissioner Smith, and adopted this 20th day of June, 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023-15

A COLORADO DIVISION OF AERONAUTICS DISCRETIONARY AVIATION GRANT RESOLUTION
DESIGNATING RICHARD LAMPORT AS THE PROJECT DIRECTOR FOR
COLORADO DEPARTMENT OF TRANSPORTATION
GRANT AWARD CDAG # 23-GUC-02

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 Lamport** 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.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 20th day of June, 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Acting County Manager's signatu

Action Requested: Other acknowledgment of Manager signature

Parties to the Agreement: American Red Cross- Mile High Chapter

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

Summary:

agreement for use of the Fred R. Field building at the Fairgrounds as an emergency shelter

Fiscal Impact: none

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 6/20/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/20/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

American Red Cross

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Gunnison County - Fairgrounds Facility
Address	275 South Spruce St. Gunnison, CO 81230
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Melody Roper - Fairgrounds Manager work phone - (970) 641-8561 cell phone - (970) 275-2087
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	Mile High Chapter
Chapter Address	444 Sherman St. Denver, CO 80203
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Duty Officer on Call (970) 440-7499
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
Fred Field Complex - Gunnison Fairgrounds, 275 S. Spruce St. Gunnison, CO 81230

American Red Cross

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)	JC	AA
Storage of supplies	JC	AA
Parking of vehicles	JC	AA
Disaster Shelter	JC	AA

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner initials: JC Red Cross initials: AA

   b. The Red Cross will pay $_____ per Select for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water	JC	AA
Gas	JC	AA
Electricity	JC	AA
Waste Disposal	JC	AA

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

American Red Cross

Digital Signature: Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

Gunnison County	The American National Red Cross
Owner (Legal Name)	(Legal Name)
By (Signature)	Arden Anderson By (Signature)
John Cattles John Cattles Name (Printed)	Arden Anderson Name (Printed)
~~Director of Facilities~~ Acting County Manager Title	Disaster Response Volunteer Title
6/7/2023 Date	6/6/23 Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Intergovernmental Agreement Between G

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk and Queen of All Saints Parish Hall

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

Summary:

This IGA between the Queen of Saint Parish Hall and Gunnison county Clerk is for the use of the Queen of All Saint Parish Hall for the November 2023 Election

Fiscal Impact: Budgeted

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/29/2023

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

Comments:
Legally sufficient. SO 6/20/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/20/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

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

Agenda Date: 7/18/2023

Revised April 2015

Gunnison County
COLORADO

Intergovernmental Agreement Between

Gunnison County Clerk & Recorder

And

Bishop of Pueblo

Regarding Lease of space or building located at:

Queen of All Saint's Parish Hall
405 Sopris Ave
Crested Butte, CO 81224

THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____ _____, 2023, between the BISHOP OF PUEBLO, a corporation sole, whose address is 1001 North Grand Avenue, Pueblo, Colorado 81003 ("Lessor"), the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 ("Gunnison County") on behalf of the Gunnison County Clerk and Recorder whose address is 221 North Wisconsin Street, Gunnison, Colorado 81230.

WHEREAS, Lessor owns the real property known as Queen of All Saints Parish Hall located at 405 Sopris Avenue, Crested Butte, Colorado 81224 ("Parish Hall"); and

WHEREAS, Lessor would like to support the Crested Butte community by leasing Parish Hall to Gunnison County to serve as a Voter Service Polling Center ("VSPC") in Crested Butte, Colorado for any **2023 Election's** involving the Gunnison County Clerk in 2023 ("2023 Election"); and

WHEREAS, Gunnison County desires to lease Parish Hall from Lessor, and Lessor desires to lease Parish Hall to Gunnison County; and

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

1. GRANT OF LEASE

Lessor hereby leases Parish Hall to Gunnison County as a VSPC for the 2023 Election, and use the same only as set forth in this Lease.

2. LEASE PERIOD

This Lease shall be effective during 2023 on the following dates and times, unless otherwise terminated or extended under the terms of this Lease or mutual written agreement of the Lessor and Gunnison County:

Election Type(s)	**Election Date(s)**
Coordinated	November 3rd through November 7th, 2023

3. LEASE IS NON-EXCLUSIVE

Lessor expressly reserves the right to enter and use Parish Hall, conduct regular business, and construct improvements on it, for any and all purposes that will not substantially interfere with Gunnison County's use and enjoyment of Parish Hall, except that all entries and uses shall not cause Gunnison County or any person to violate Colorado Law, including but not limited to the Colorado Election Code. In addition, in all cases except an emergency, Lessor shall endeavor to provide the County twenty-four (24) hours prior oral or written notice of any such entry or use.

4. CONSIDERATION

In full and complete consideration of the rights granted herein, Gunnison County shall pay Lessor ONE THOUSAND TWO HUNDRED AND 0/100THS U.S. Dollars ($1,200.00) for the use of Parish Hall during the lease periods identified in paragraph 2 of this Lease. Said payment shall be payable to Lessor within thirty (30) days of execution of this Lease.

5. UTILITIES

Lessor shall provide and be solely responsible for the costs associated with utilities for heating, water, and electricity for Parish Hall during the term of this lease. Gunnison County shall be responsible for telephone, internet, and any and all other costs not identified herein that may be associated with Gunnison County's use of Parish Hall.

6. USE OF PROPERTY

Gunnison County shall use Parish Hall exclusively and only for a VSPC for the 2023 Election. Gunnison County agrees to conduct its use of Parish Hall in an orderly manner. Gunnison County, its agents, and employees, will not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of Parish Hall. There shall be no alcohol allowed in Parish Hall.

7. OPERATIONS

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

8. MAINTENANCE, REPAIRS AND IMPROVEMENTS

During the term of this Lease, Lessor shall solely and exclusively be responsible for the maintenance, repairs and necessary improvements to Parish Hall. Lessor shall provide weekly janitorial service to keep and maintain the hallways, restrooms and other areas in a neat, clean and sanitary condition. Gunnison County shall provide snow removal to remove snow from the exterior walkways and entrances to Parish Hall during the term of this Lease, except that Gunnison County disclaims all liability associated with such snow removal consistent with the liability provisions set forth in Paragraph 11 of this Lease, and shall be under no obligation to indemnify or hold harmless Lessor for this or for any other activity undertaken by Gunnison County pursuant to this Lease. Gunnison County shall be responsible for the setting up and taking down of the rooms (meaning setting of tables and chairs and any other equipment and putting the same away) at the end of each business day throughout the term of this Lease.

Gunnison County shall not modify, alter or reconstruct Parish Hall without the prior written consent of Lessor.

All equipment placed by Gunnison County at its expense in, on, or about Parish Hall, including all fixtures temporarily affixed to Parish Hall, 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 hereof or at its termination, to remove all such equipment. Gunnison County further agrees to repair or replace any damage caused to Parish Hall by Gunnison County's agents, invitees, guests, members of the public required to be in Parish Hall for Gunnison County's use purposes, and Gunnison County employees, upon receipt from Lessor of evidence of such damage and a written estimate for the reasonable costs of repair or replacement.

9. TAXES

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

10. SALE, DAMAGE TO OR DESTRUCTION OF PROPERTY

During the term of this Lease notwithstanding anything herein to the contrary, in the event Parish Hall or any portion of it or any improvements to it are sold to a third party, taken by eminent domain, or are damaged or destroyed, partially or wholly, by fire or otherwise, Lessor shall be under no obligation whatsoever to repair, replace or rebuild the same or to provide substitute Parish Hall or improvements, and Gunnison County shall have no further obligations under this Lease.

11. LIABILITY

Gunnison County agrees to obtain and keep in force, throughout the term of this Lease, comprehensive general liability insurance, including personal injury protection, and shall name Lessor as an additional insured:

A. Worker's Compensation Insurance in accordance with the laws of the State of Colorado and Federal law which adequately protects all labor employed by Gunnison County during the term of this Agreement.
B. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and 0/100ths U.S. Dollars ($350,000.00); and for an injury to two (2) or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and 0/100ths U.S. Dollars ($990,000.00).

Additionally, Gunnison County agrees to obtain and keep in force, throughout the term of this Lease, personal property insurance coverage on any and all of Gunnison County's personal property located Parish Hall.

Gunnison County shall provide Lessor with copies of appropriate insurance policies, but nothing in this Lease, including but not limited to the required insurance or the existence of

the insurance required hereunder, is or shall be construed to be a waiver, in whole or in part, by the Lessor of any defense or claim of governmental immunity, or a waiver of any other provision of law relating to the liability of governmental units or the limits thereof, provided by the Colorado Governmental Immunity Act or otherwise. In addition, nothing in this lease shall be construed to require Gunnison County to indemnify or hold harmless Lessor, whether through the common law or otherwise.

12. WARRANTIES

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

The County warrants and represents that no officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the County in Parish Hall.

13. OWNERSHIP

Parish Hall is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Gunnison County shall have no right, title, or interest therein or thereto.

14. FORCE MAJEURE

A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

15. COMPLIANCE WITH LAWS

Both parties to this Lease shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to the Colorado Election Code, all as may be amended from time to time.

16. RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint ventures or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Lessor.

17. DEFAULT

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

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

18. TERMINATION

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

19. NOTICES

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

County Clerk (Main Notice)	**Board of County Commissioners** (Copy of Notice)	**Lessor**
Kathy Simillion, Gunnison County Clerk & Recorder Attn: Elections Division 221 N. Wisconsin St Gunnison, CO 81230	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Ave Gunnison, CO 81230	Bishop of Pueblo 1001 N. Grand Ave Pueblo, CO 81003

20. ASSIGNMENT

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

21. NON-WAIVER

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

22. SEVERABILITY

In the event any term, condition or provision contained in this Lease is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided,

however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Lease, then at the option of such party, this Lease may be declared to be terminated.

23. GOVERNING LAW, JURISDICTION AND VENUE

This Lease 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 or enforcement of this Lease, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Lease 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.

24. COUNTERPARTS

This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Lessor agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

25. ENTIRE AGREEMENT

Lessor 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 Lessor and Gunnison County with the same formality as this Lease.

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

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

Jonathan Houck
Chairperson

Date

ATTEST:

Deputy County Clerk

GUNNISON COUNTY CLERK & RECORDER

Kathy Simillion
Gunnison County Clerk & Recorder

6-20-2023
Date

ATTEST:

Deputy County Clerk

For the Bishop of Pueblo

Father Andres Ayala-Santiago

June 20, 2023
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2023

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
6300 South Syracuse Way, Suite 700
Centennial CO 80111

CONTACT NAME: Nathan Kathol
PHONE (A/C, No, Ext): 303-889-2532 **FAX (A/C, No):**
E-MAIL ADDRESS: Nathan_Kathol@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colorado Counties Casualty & Property Pool	
INSURER B : County Worker's Compensation Pool	
INSURER C : Various (See Attached)	
INSURER D : Arch Insurance Company	11150
INSURER E :	
INSURER F :	

INSURED
Gunnison County
200 E. Virginia
Gunnison, CO 81230

COVERAGES **CERTIFICATE NUMBER:** 1685241190 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PER PARTICIPATION CERT	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,500,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,500,000
	X OTHER: Per Member						GENERAL AGGREGATE	$ 1,500,000
							PRODUCTS - COMP/OP AGG	$ 1,500,000
							Law Enforcemnet Liab	$ 1,000,000
A	AUTOMOBILE LIABILITY			PER PARTICIPATION CERT	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,500,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			VARIOUS	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 1,500,000							$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		PER PARTICIPATION CERT WCX005783207	12/31/2022 12/31/2022	12/31/2023 12/31/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A C	Prop, Mob Eq, Auto PD, XS Excess Property			PER PARTICIPATION CERT See Attached	1/1/2023 1/1/2023	1/1/2024 1/1/2024	DEDUCTIBLE $500 Layered	$ 150,000 See attachment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers' Compensation SIR: $875,000
Carrier B: CWCP is a qualified Self Insured Pool and is reinsured by Carrier E
Casualty Program includes General Liability, Auto Liability, Law Enforcement Liability, & Public Officials Liability
Evidence of Insurance.

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeffrey R. Kassel

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COLORADO COUNTIES CASUALTY AND PROPERTY POOL
1/1/2023 TO 1/1/2024 CASUALTY - LAYERED PROGRAM - POLICY NUMBERS, PARTICIPATION

Layer	Carrier	Policy Number	Limit	Retention
Primary GL, AL, POL	Pennsylvania Mfgrs. (Old Re)	8222000951483	$500,000	$1,500,000
Excess GL, AL, POL $3M xs $2M	Evanston Ins. Co. (Markel)	MPEIEV1787713	$3,000,000	
Law Enforcement Liability	Lexington Insurance Co.	03824686100	$4,000,000	$1,000,000
Excess Layer $5M xs $5M	Allied World Assurance Co.	03136790	$5,000,000	

COLORADO COUNTIES CASUALTY AND PROPERTY POOL

1/1/2023 TO 1/1/2024 PROPERTY - LAYERED PROGRAM - POLICY NUMBERS, PARTICIPATION

Attachment Clause for Master Policy

Layer	Carrier	Policy Number	Participation Limit	% Participation
Primary Layer	Uws at Lloyds (various) - LEAD	PW0330023, PW0330123	$4,500,000	45%
	CV Starr	SLSTPTY11721123	$2,000,000	20%
	Westchester Surplus	D38095432006	$1,000,000	10%
	Munich Re	R1A3PP000000600	$1,000,000	10%
	Allied World	031216751A	$1,500,000	15%
Total Excess Layer $15M xs $10M	Evanston (Markel)	MKLV2XPR001268	$4,500,000	30%
	CV Starr	SLSTPTY11721123	$3,000,000	20%
	UW at Lloyds (various)	PW0330023	$4,500,000	30%
	Munich Re	R1A3PP000000600	$1,500,000	10%
	Westchester Surplus Lines	D38095432006	$1,500,000	10%
Total Excess Layer $25M xs $25M	Fidelis Underwriting Limited	NOGW47603023	$3,750,000	15%
	Aspen Specialty Ins. Co.	PX00K6223	$2,500,000	10%
	Munich Re	TBD	$3,750,000	15%
	Lexington Ins. Co.	6893563	$5,000,000	20%
	Sompo	TBD	$2,500,000	10%
	Westfield	TBD	$3,750,000	15%
	Starstone	TBD	$3,750,000	15%
Total Excess Layer $50M xs $50M	RSUI Indemnity Co.	TBD	$27,500,000	55%
	Mitsui	TBD	$15,000,000	30%
	Munich Re	TBD	$7,500,000	15%
Excess Automobile Physical Damage - over the Road	Endurance	IMU10012212605	$4,000,000 xs $1,000,000	100%

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Acting County Manager's signatu

Action Requested: Other Acknowledgment

Parties to the Agreement: PanTerra Energy

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

Summary:

Test well and thermal conductivity test required for engineering and sizing geothermal heat pump systems for development

Fiscal Impact: $28,468

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/29/2023

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/6/2023 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/12/2023

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 16th day of June, 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and PanTerra Energy, whose address is 6900 Hwy. 86, Kiowa, CO 80117 "Contractor").

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES. As set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2023, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Green House Gas Reduction and Facility Energy Efficiency strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees on a cost plus basis as described in Exhibit A and not to exceed Twenty Eight Thousand Four Hundred Sixty Eight and No/100 U. S. Dollars ($28,468) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days'

written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

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

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

b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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

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

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, 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 County, its officers or employees.

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

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

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

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County 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 Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

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

9. DISCRIMINATION.

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

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. 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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

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. Liability for claims for injuries to persons or property arising from the negligence of the County, 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 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 or any other law or rule limiting the liability of the County in relation to this Agreement.

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

permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

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

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

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

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or

any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

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

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

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

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

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with

respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

21. NOTICES.

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

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

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

Contractor: PanTerra Energy
6900 Highway 86
Kiowa, CO 80117

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

22. GOVERNING LAW.

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

23. COUNTERPARTS; FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, 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 C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall

immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*. Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____ 6/16/23
John Cattles, Acting County Manager

GUNNISON COUNTY SEAL COLORADO

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

Its: President

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services for the Whetstone Housing Project at 25115 Hwy. 135, Crested Butte, Colorado.

Task	Days/Unit	Cost/Unit	Total
Drill/Load	3	$5,600	$16,800
Lodging/Perdiem	3	$867	$2,601
Mobilization	1/3	$2,110	$703
TC Test	1	$8,364	$8,364
Total			$28,468

1. Labor, material & equipment required to install ground heat exchanger for (1) TC Tests. Hole to be located by others.
2. One mobilization to the jobsite for drilling, load, and grout.
3. Mud Rotary Drilling labor & material. Water to be provided by others for all related tasks.
4. Loading of (1) 506' or to the depth possible, (From Grade) borehole of 1.25" vertical loop. We will bring a loop for a 500' borehole and set at most productive depth to be determined by designer based on drilling conditions and production.
5. Grout Borehole with a TG Lite Grout (1.0)
6. Drill Cuttings, mud and produced water to be left on site.
7. Flush and load the loop with potable water.
8. The ground heat exchanger must rest for a minimum of 5 days prior to TC test commencement.
9. Workmen's Compensation & Liability Insurance
10. Provide written drill log.
11. GRTI Data Logging and TC Test Report.

Note: If unexpected drilling conditions are encountered the drilling will be charged at $550/hour plus bits, and drilling fluids. We reserve the right to abandon any job at any time without incurring any expenses.

Exclusions:

Concrete or asphalt removal or replacement, water to be supplied by others, insurance above current limits, performance bond, prevailing wage rates, dewatering permits if needed, bedding material other than excavated spoils, removal of existing below grade debris, soils and/or compaction testing, erosion control, fire safety or permits, saw cutting, concrete boring, client and/or compaction testing, erosion control, directed stand by, and anything not specifically included above.

Credit terms: $5,600 deposit, balance due upon completion.

If any portion of the contract price is not paid when due, Panterra Energy, LLC. Will have the statutory right to enforce and perfect a mechanic's lien on the building, land, or improvements made in connection with any work performed under this contract.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Acting County Manager's signatu

Action Requested: Other Acknowledgement of manager's signature

Parties to the Agreement: PanTerra

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

Summary:

Test well and thermal conductivity test for sizing and engineering geothermal well field

Fiscal Impact: 28468

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/29/2023

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

Comments:
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Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/6/2023 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2023, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Green House Gas Reduction and Facility Energy Efficiency strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees on a cost plus basis as described in Exhibit A and not to exceed Twenty Eight Thousand Four Hundred Sixty Eight and No/100 U. S. Dollars ($28,468) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days'

written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

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

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

b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424.000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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

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

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, 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 County, its officers or employees.

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

6. INDEPENDENT CONTRACTOR

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

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

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

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County 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 Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

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

9. DISCRIMINATION.

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

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. 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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

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. Liability for claims for injuries to persons or property arising from the negligence of the County, 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 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 or any other law or rule limiting the liability of the County in relation to this Agreement.

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

permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

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

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

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

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or

any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

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

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

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

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

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with

respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

21. NOTICES.

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

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	PanTerra Energy 6900 Highway 86 Kiowa, CO 80117

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

22. GOVERNING LAW.

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

23. COUNTERPARTS; FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, 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 C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall

immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____ 6/16/23
John Cattles, Acting County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

Its: President

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services for the Gunnison County Road and Bridge Division 2 shop at 26601 Hwy. 135, Crested Butte, Colorado.

Task	Days/Unit	Cost/Unit	Total
Drill/Load	3	$5,600	$16,800
Lodging/Perdiem	3	$867	$2,601
Mobilization	1/3	$2,110	$703
TC Test	1	$8,364	$8,364
Total			$28,468

1. Labor, material & equipment required to install ground heat exchanger for (1) TC Tests. Hole to be located by others.
2. One mobilization to the jobsite for drilling, load, and grout.
3. Mud Rotary Drilling labor & material. Water to be provided by others for all related tasks.
4. Loading of (1) 506' or to the depth possible, (From Grade) borehole of 1.25" vertical loop. We will bring a loop for a 500' borehole and set at most productive depth to be determined by designer based on drilling conditions and production.
5. Grout Borehole with a TG Lite Grout (1.0)
6. Drill Cuttings, mud and produced water to be left on site.
7. Flush and load the loop with potable water.
8. The ground heat exchanger must rest for a minimum of 5 days prior to TC test commencement.
9. Workmen's Compensation & Liability Insurance
10. Provide written drill log.
11. GRTI Data Logging and TC Test Report.

Note: If unexpected drilling conditions are encountered the drilling will be charged at $550/hour plus bits, and drilling fluids. We reserve the right to abandon any job at any time without incurring any expenses.

Exclusions:

Concrete or asphalt removal or replacement, water to be supplied by others, insurance above current limits, performance bond, prevailing wage rates, dewatering permits if needed, bedding material other than excavated spoils, removal of existing below grade debris, soils and/or compaction testing, erosion control, fire safety or permits, saw cutting, concrete boring, client and/or compaction testing, erosion control, directed stand by, and anything not specifically included above.

Credit terms: $5,600 deposit, balance due upon completion.

If any portion of the contract price is not paid when due, Panterra Energy, LLC. Will have the statutory right to enforce and perfect a mechanic's lien on the building, land, or improvements made in connection with any work performed under this contract.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's signature; Uni

Action Requested: Motion

Parties to the Agreement:

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

Summary:

We are asking for acknowledgment of the county manager's signature, as the timing for this was very short. This quote from United is for paving at Meridian Lake, and the work will be done before the next BOCC regular meeting of 7/18/23.

Fiscal Impact: $86,753.75

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/29/2023

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

Comments:
Did not review, contract already executed. SO 6/30/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/30/2023 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

An Oldcastle Materials Company

Oldcastle®

www.united-gj.com
2273 River Road
P.O. Box 3609
Grand Jct., CO 81502
(970) 243-4900

3794 County Road 109
Glenwood Springs, CO 81601
(970) 704-4800

13124 6175 Road
Montrose, CO 81403
(970) 249-1815

964 CR 63L
Telluride, CO 81435
(970) 728-3775
www.telluridegravel.com

To:	Gunnison County	**Contact:**	Sparky Casebolt
Address:	195 Basin Park Drive	**Phone:**	970-641-0044
	Gunnison, CO 81230	**Fax:**	
Project Name:	Gunnison County Streamview Cove Overlays	**Bid Number:**	22352
Project Location:	Gunnison County, Crested Butte, CO	**Bid Date:**	6/21/2023

We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	$1,800.00	$1,800.00
2	3" HMA Overlay W/ Tack Coat	23,275.00	SF	$3.65	$84,953.75

Total Bid Price: $86,753.75

Notes:

- This proposal is based on placing a 3" overlay over approximately 23,275sf with minor pre-leveling.
- This proposal is to become part of the contract documents. Gunnison County will provide all traffic control.
- A minimum of 2% grade is required for all pavement. If the design specifies less than a 2% minimum grade, or the physical character of the site does not allow for a 2% minimum grade, then there is no warranty or guarantee for that pavement.
- All erosion control & stormwater management BMP measures do not include maintenance or dismantling.
- Price shown does not include Performance and Payment bond. Add 1% if bond is required.
- This proposal is based on "spec" weather paving and conditions. Paving after the onset of cold weather may require the owner to sign a waiver of warranty.
- Base course work performed by others to be left at paving tolerances (+/- 0.02').
- Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by United Companies
- Scheduling of work will be upon mutual consent between the owner and United Companies.
- This proposal does not include excavation or stabilization of soft areas. If soft conditions are discovered during the work, an engineered pavement section will be needed and upon receipt, a change order proposal will be prepared for authorization prior to proceeding with the work.
- The above price excludes engineering, staking, testing, traffic control, striping, stormwater management, permits and fees as applicable.
- The tops of manholes will be left at base grade, plated, and referenced prior to asphalt paving. The adjustment of manhole rings to final asphalt grade is not included unless a separate bid item and unit price is offered on the proposal. Manhole rings & covers will be furnished to United Companies, Inc. for the final adjustment.
- The tops of water valves will be left at base grade and referenced prior to asphalt paving. The adjustment of water valve boxes to final asphalt grade is not included unless a separate bid item and unit price is offered on the proposal.
- Prices are valid for 30 days from the date of this proposal.
- Pre-emergent controls many annual grasses and broadleaf weeds as they germinate but does not control established weeds. Russian knapweed, morning glory, alfalfa, etc. require weed killer treatment prior to disturbance of the soil. United Companies' warranty does not include weeds coming through the new asphalt mat.
- The above prices are valid contingent on the work being performed during the 2023 construction season. In the event that the work described within the signed proposal is not completed within the 2023 construction season, United Companies reserves the right to adjust the prices accordingly.
- The above prices are based on the preliminary plans provided by the owner. Upon receipt of approved construction drawings, United Companies will revise the quantities and prices as necessary.
- Base course performed by others to be left at (+/- 0.10). No additional base will be brought in by United Companies.
- Traffic control is to be done by others. Should United Companies need to supply traffic control, this charge will be assessed accordingly.
- The terms and conditions stated below are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by contractor. This proposal must be accepted as provided and delivered to United Companies, 30 days from the above date, or it shall expire. To accept the terms of this proposal, sign below and return to United Companies.
- In the event that United Companies is awarded the contract for this project, the Owner will be required to fill out a credit application from United Companies. The credit application must be approved by United Companies prior to starting work on the proposed project.

- Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (11/2%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by UNITED COMPANIES in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by UNITED COMPANIES in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

  We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

  This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

  We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

  We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform out work hereunder in a normal uninterrupted single shift operation.

  Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.
- If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

  We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Mesa County, Colorado, and you waive any right to jurisdiction and venue in any other place.
- **STANDARD TERMS & CONDITIONS**

  1. Applicability. These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the **"Contract"**). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer may have submitted a purchase order or contract.

  2. Payment. Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (11/2%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

  3. Taxes. Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

  4. Suspension; Termination. In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

  5. Shipment; Delivery Conditions. Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

- **6. Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

7. Warranty. Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

8. Time. Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. Modification. No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. No Waiver. The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.
11. Damages. Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.
It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions.

- **12. Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents.

13. Applicable Law. This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. Work Conditions: If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

15. Miscellaneous. Unless otherwise specified in writing, Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. All funds paid to Buyer from a third party for Seller's labor, services, materials, and equipment shall be deemed in trust for the payment of Seller. Safety Data Sheets and product label information are available at Seller's office or Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

- **16. MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**
- If there are any issues with the work performed by United Companies, we must be notified in writing within seven (7) calendar days of completing the work. If no notice is received, the work will be deemed acceptable. Only the work performed by United Companies will be warranted a period of one year. I f work by others fails and causes damage to United Companies work then the warranty is void.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Oldcastle SW Group, Inc. Dba United Companies**
Buyer: Gunnison County, Matthew Birnie	
Signature:	**Authorized Signature:**
Date of Acceptance: 6-22-23	**Estimator:** Greg Frazier 970-641-0951 greg.frazier@unitedco.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Intergovernmental Agreement Between C

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: City of Gunnison

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

Summary:

Intergovernmental Agreement between City of Gunnison and Gunnison County

Fiscal Impact: 38902

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/7/2023

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

Comments:
Legally sufficient. SO 6/30/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/30/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/13/2023

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

Agenda Date: 7/18/2023

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GUNNISON
AND
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON

This Intergovernmental Agreement is made effective the ____ day of June 2023, by and between the City of Gunnison, a Colorado home-rule municipality ("City"), and the Board of County Commissioners of the County of Gunnison, Colorado ("County").

RECITALS

WHEREAS, the City operates the City of Gunnison Senior Meals Program ("Program"), providing meals to seniors both at the City's senior center and via delivery; and

WHEREAS, assisting financially with the Program helps to achieves a strategic goal of the County of having 95% of older adults served through the Senior Resource Office remain in their own homes, as outlined in the County's Strategic Plan; and

WHEREAS, the County has provided funding for the Program for several years, paying upon receipt of an invoice from the City; and

WHEREAS, the City recognizes that funding from the County allows the Program to serve more individual; and

WHEREAS, the parties desire to memorialize the funding agreement for the Program, which agreement may be used as a basis for budget development by the parties on an annual basis.

AGREEMENT

NOW, THEREFORE, the City and County agree as follows:

1. County will pay City the sum of $38,902.00 for the Program in 2023. City will invoice County in equal quarterly installments during fiscal year 2023 and future years.

2. City will report to County all expenses related to the Program, including wages paid, as well as the number of persons served no later than August 31, 2024, and by August 31 of each year thereafter.

3. City and County shall utilize the report to develop the County's contribution to the Program for the 2024 budget and annually thereafter.

4. City will utilize the funds contributed by the County for Program expenses only, which shall include the labor and materials necessary to provide nutritious, balanced meals at the senior center and via delivery to older adults within the County.

5. Term. This Agreement shall remain in effect until terminated or modified by the parties. A party desiring to terminate this Agreement shall provide written notice of such intent prior to first reading of the ordinance approving the City's budget each year. Any invoices submitted to the County prior to a notice of termination shall be paid prior to termination of the Agreement.

6. Indemnification. The Parties acknowledge that each are governmental entities that may not be permitted under current Colorado law to indemnify another entity, and further acknowledge that a party's agreement to indemnify the other is limited by applicable constitutions, statutes and case law, and specifically as limited by Paragraph 7 below. As such, to the extent authorized by law, and consistent with the requirements of the Colorado Governmental Immunity Act, City hereby agrees to indemnify and hold 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 City or its employees, subcontractors or agents in connection with this Agreement. No term or condition in this Agreement shall constitute a waiver of any provision of the Colorado Governmental Immunity Act by either Party. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration

7. Governmental 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.

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

   City of Gunnison
   Attn: City Manager
   201 West Virginia Avenue
   Gunnison, CO 81230

   Board of County Commissioners of the County of Gunnison
   Attn: County Manager
   200 East Virginia Avenue
   Gunnison, CO 81230

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

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

10. 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.

11. 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.

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

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

CITY OF GUNNISON, a
Colorado home-rule municipality

By:_____
Diego Plata, Mayor

Attest:

By:_____
Erica Boucher, City Clerk

BOARD OF COUNTY
COMMISSIONERS OF
THE COUNTY OF GUNNISON

By:_____
Jonathan Houck, Chairperson

By:_____
Deputy Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Other consent

Parties to the Agreement:

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

Summary:

Purchase order for funding for suicide prevention trainings.

Fiscal Impact: $4,300

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/7/2023

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

Comments:
Legally sufficient. SO 6/30/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/30/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/11/2023

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

Agenda Date: 7/18/2023

Revised April 2015

OFFICE OF GUN VIOLENCE PREVENTION MINI GRANT

BUDGET

Organization Name: **Gunnison County**

Substance Abuse Prevention Project

Budget/Budget Narrative:

Program Budget/Budget Narrative: ***7/1/2023-12/31/2023***

Staff Salaries & Fringe- Please be detailed	$
Consultants – **ASIST Trainer - $1100 per training x 2 trainers x trainings = $2200**	$2,200
Supplies/Materials - Please be detailed	$
Operating Expenses – **Fool Costs – 2 days x 20 attendees x $20/person = $800** **Training advertising on social media ($100 x 1 trainings) and the newspaper ($400x 2 ads) = $900** **Trainer lodging x $200 x 2 nights = $400**	$2,100
Insurance (MAX $1,000) – please be detailed	$
Indirect Rate - Please be detailed	$
Other - Please be detailed	$
Total:	$4,300

STATE OF COLORADO

Department of Public Health & Environment

ORDER

Number: PO,FHLA,202300009934
Date: 6/26/23
Description:
FHLA FY23 OGVP Gunnison

Effective Date: -
Expiration Date: 12/31/23

BUYER

Buyer:
Email:

VENDOR

GUNNISON COUNTY
200 E VIRGINIA AVE
GUNNISON, CO 81230-2248

Contact: EFT REMIT
Phone: 720-440-3052

*****IMPORTANT*****

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

Prevention Services Division A4
4300 Cherry Creek Drive South
Denver, CO 80246-1530

SHIP TO

Prevention Services Division A4
4300 Cherry Creek Drive South
Denver, CO 80246-1530

SHIPPING INSTRUCTIONS

Delivery/Install Date: -
FOB: FOB Dest, Freight Prepaid

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

The Colorado Department of Public Health and Environment (CDPHE) prioritized funding to reach this outcome using an evidence-based public health approach which reduces risk and increases protective factors that are also linked to long-term reductions in gun violence and suicides involving firearms. Special attention must be paid to focusing these efforts on addressing racial justice and other oppressive systems within each community, elevating all community voices and allowing community members to drive decision-making. During the scope of this project, grantees can expect to see reductions in risk factors and increases in protective factors in relation to gun violence. State Terms and Conditions Supercede. This PO shall not exceed $16,260.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	$11,960.00	☐
Description:	SFY23 OGVP Mini-Grant					
Service From:	04/04/23		Service To:	06/30/23		
Line Item	**Commodity/Item Code**	**UOM**	**QTY**	**Unit Cost**	**Total Cost**	**MSDS Req.**
2	G1000		0	0.00	$4,300.00	☐
Description:	SFY24 OGVP Mini-Grants					

STATE OF COLORADO

Department of Public Health & Environment

Service From: 07/01/23	Service To: 12/31/23

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

REASON FOR MODIFICATION

Change Order Number: 1

Modification to extend end date to 12/31/23 and increase funding by adding line 02 for $4,300 for a cumulative total of $16,260.

DOCUMENT TOTAL = $16,260.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Intergovernmental Agreement Regarding

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This is the annual appointments to the Gunnison Basin Weed Commission and agreement for payment for agreed upon services related to the management of invasive and noxious weeds.

Fiscal Impact: $19,611

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/7/2023

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/6/2023 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
REGARDING UNDESIRABLE PLANT MANAGEMENT
2023

THIS AGREEMENT, made and entered this _ day of_____, 2023, by and among the Board of County Commissioners of Gunnison County ("Gunnison County"), the Board of County Commissioners of Saguache County ("Saguache County"), the Board of County Commissioners of Hinsdale County ("Hinsdale County"), the Town of Crested Butte, City of Gunnison, and the Town of Pitkin all of which are either a County, or a statutory or home rule city, or a statutory town or home rule town, or a territorial charter municipality, and all of which are organized under and by virtue of the laws of the State of Colorado,

WITNESSETH:

WHEREAS, each of the party counties is obligated pursuant to C.R.S. § 35-5.5-101 *et seq.* (hereinafter referred to as the "Act") to adopt a noxious weed management plan for all of the unincorporated lands within the respective counties; and

WHEREAS, each of the party cities and towns is obligated pursuant to the Act to adopt a noxious weed management plan for all lands within the territorial limits of the respective municipalities; and

WHEREAS, each of the parties has other specified powers, authorities and obligations pursuant to the Act including but not limited to formation of undesirable plant management advisory commissions; and

WHEREAS, pursuant to C.R.S. § 29-1-201 *et seq.*, C.R.S. § 29-20-101 *et seq.*, C.R.S. § 35-5.5-105(3) and C.R.S. § 35-5.5-106(3) and other applicable law, each of the parties herein may cooperate with another party herein or other parties herein for the exercise or satisfaction of any or all of the powers, authorities and obligations granted or imposed by C.R.S. § 35-5.5-101 *et seq.*; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties agree to cooperate among themselves for the exercise or satisfaction of any or all of the powers, authorities and obligations imposed by the Act;

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

1. This Intergovernmental Agreement shall govern the relationship between the parties for the management of undesirable plants within the entirety of the Gunnison River Basin Watershed as follows:

2. a. Each of the parties hereby jointly and severally appoints the Gunnison Watershed Weed Commission, a.k.a Gunnison Basin Weed Commission (hereinafter referred to as the "Commission") as the Commission required by the Act for the Gunnison River Basin Watershed.

b. Each of the parties hereby jointly and severally appoints the Board of County Commissioners of Gunnison County as the local authority required by the Act for the Gunnison River Basin Watershed.

c. The membership of the Commission shall be:

(i) Lorraine Rup (Gunnison County Representative);
(ii) Tom Eager (Appointed by Gunnison County);
(iii) Tom Walker (Appointed by Gunnison County);
(iv) Jim Johnson (Appointed by Gunnison County);
(v) Sandy Hines (Hinsdale County Representative);
(vi) _____ (Saguache County Representative);
(vii) Ex-officio Representatives from:
Bureau of Land Management, US Forest Service, Natural Resource Conservation Service, National Park Service, City of Gunnison, Colorado Department of Parks & Wildlife, Town of Crested Butte, CSU Extension, CB Land Trust, Rocky Mountain Biological Lab, Gunnison Conservation District, and Colorado Department of Transportation.

Each Gunnison County representative may be succeeded by a Gunnison County representative; the Saguache County representative and the Hinsdale County representative may be succeeded by a representative from their respective county.

In the case of a tie vote, the issue shall be decided by the Board of County Commissioners of Gunnison County.

d. The Commission shall elect a Chairman and Secretary. A majority of the members of the Commission shall constitute a quorum for the conduct of business.

e. The Commission shall have all of the powers and duties specified in C.R.S. § 35-5.5-107(4)(a), (b) and (c). In the event of any conflict between this Agreement and C.R.S. § 35-5.5-107, the latter shall control.

f. The Commission shall consult with and report to each of the parties regarding the annual budget required to perform this Intergovernmental Agreement, the management plan, management criteria, management practice and any other major decision or recommendation of the Commission. Such consultation and reporting shall not necessarily be in person but may be in writing or by telephone.

3. The parties hereto authorize Gunnison County to be the sole and final authority to approve, modify and supervise the day-to-day conduct and provision of services required by this Intergovernmental Agreement including, but not limited to, the authority to select, contract with, and compensate the personnel, including administrative personnel, public or private, who shall perform the work necessary to accomplish the ends of the Act. Each of the parties expressly authorizes Gunnison County to enter into such contracts and

provide such compensation on behalf of that respective party providing that such actions do not require expenditures exceeding the annual budget.

4. Gunnison County will furnish to each of the parties an annual report of activities, costs and expenses of personnel, including administrative personnel, who perform the work necessary to accomplish the ends of the Act.

5. Gunnison County will charge a rate of $117.50/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Each of the parties agrees to pay or to reimburse Gunnison County, no later than December 31, 2023, for a share of such activities, costs and expenses as follows:

Hinsdale County -	$	1,880.00 (16 hours)
Saguache County -	$	3,055.00 (26 hours)
Town of Crested Butte -	$	12,913.00 (110 hours)
City of Gunnison -	$	1,410.00 (12 hours)
Town of Pitkin -	$	353.00 (3 hours)

Each party shall be ultimately and solely responsible for all additional costs required for control of undesirable plants pursuant to C.R.S. § 35-5.5-109 within the jurisdiction of that party. If scheduling allows, Gunnison County may be available for weed management work, in addition to the hours listed above, at the same hourly rate.

Payments to Gunnison County shall be in the form acceptable to Gunnison County.

6. No provision of this Agreement is or shall be construed to be a waiver of sovereign immunity pursuant to C.R.S. § 24-10-104. Each party hereto shall be responsible to defend itself, at its sole cost, in any action or claim arising from or under any activity pursuant to this Agreement. Neither Gunnison County nor any of its officers, employees or agents shall have any liability whatsoever under this Agreement different in any kind or nature whatsoever than any other party or officer, employee or agent of any other party.

7. The term of this Agreement shall be from January 1, 2023 through December 31, 2023, with work performed during May 1 through October 30, 2023. Any party may terminate its participation in this Agreement upon ninety (90) days written notice, by certified mail, to each of the other participating parties. Such termination shall require a cessation of activity under this Agreement within the jurisdiction of the terminating party but shall not require, in any circumstance, a return or reimbursement to the terminating party of moneys already paid pursuant to paragraph 5 above.

8. This Agreement may be signed in a series of originals; that is, not all of the parties are required to sign a single original. This Agreement becomes effective to a particular party upon its signature to an original.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: 5-1-23

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

Alisa Ashley
Deputy Clerk

Date: 4/19/23

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: 4/10/2023

TOWN OF PITKIN EST. 1879 COLORADO

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: 4/18/23

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: May 1, 2023

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of BOCC signatures for revised Letter

Action Requested: Motion

Parties to the Agreement:

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

Summary:

This letter of support for an America the Beautiful grant application was originally approved on the BOCC's 4/18 consent agenda. It needed revision, as CPW will now be putting in the application (rather than UGRWCD). Due to a tight application submittal deadline, this was signed and now needs

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

Gunnison County
COLORADO

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

July 5, 2023

National Fish & Wildlife Foundation
1133 Fifteenth St. N.W. Suite 1000
Washington DC 20005

Re: Building Capacity to Improve Ecosystem Resilience within Gunnison Sage-grouse Habitat

Dear America the Beautiful Challenge Grant Committee:

The Gunnison County Board of County Commissioners (BOCC) extends full support to the grant application from Colorado Parks and Wildlife (CPW), in collaboration with their proposed sub-recipient, the Upper Gunnison River Water Conservancy District (UGRWCD). Together, their goal is to improve brood-rearing habitat for the threatened Gunnison Sage-grouse through wet meadow restoration, cheatgrass inventory and treatment, and other habitat restoration techniques.

Along with the County, CPW and the UGRWCD are two of several key stakeholders participating in a collaborative arrangement to support multi-jurisdictional cheatgrass treatment and habitat restoration efforts across the Upper Gunnison River Basin. In 2022, the stakeholder group hired a Cheatgrass and Habitat Restoration Coordinator to undertake efforts to map, prioritize, treat and monitor high-impact project opportunities on private and public lands. If awarded, this proposal would continue longstanding local efforts to protect and restore sagebrush habitat for the benefit of the Gunnison Sage-grouse and other species, as well as mitigate fine fuels that increase the risk for wildfire.

The goals in the CPW's grant proposal are consistent with Gunnison County's commitment to protect and restore sagebrush habitat and wet meadow systems critical for the Gunnison Sage-grouse, and they also align with the Gunnison Basin Weed District Management Plan. Our community has a longstanding history of collaboration with federal, state, and local partners to maintain the vitality of our sagebrush ecosystem, and the Gunnison County BOCC fully supports this proposal.

Thank you for your consideration.

Sincerely,
Gunnison County Board of Commissioners

Jonathan Houck, Commissioner | Liz Smith, Commissioner | Laura Puckett Daniels, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's signature; Elec

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The attached contract language incorporated the input from Deputy County Attorney Alex San Filippo-Rosser. It was signed and distributed on 7/6/2023.

Fiscal Impact: N/A

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 7.7.23

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 7/7/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

Electric Utility Relocation Agreement

THIS ELECTRIC UTILITY RELOCATION AGREEMENT (the "Agreement") is entered into effective this ___ day of March 2023 (the "Effective Date") by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality (the "Town"); the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a Colorado Statutory County(the "County"); and THE GUNNISON COUNTY ELECTRIC ASSOCIATION, INC, a Colorado cooperative association, whose legal mailing address is P.O. Box 180, Gunnison, CO 81230 ("GCEA"). The Town, the County, and GCEA may be individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS:

A. The provisions of Section 18 of Article XIV of the Colorado Constitution and § 29-1-203, C.R.S., allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government.

B. Town is the owner of real property in Gunnison County, Colorado described as TP5 of the Slate River Subdivision ("TP5").

C. GCEA owns and operates certain facilities for distribution of electricity to its customers consisting of above and underground equipment including conduits, wire conductors, and other associated equipment (collectively, the "electric utility infrastructure") that has been installed in and on TP5 and adjacent parcels, and which has been operated by GCEA since 2007, prior to ownership of TP5 by the Town.

D. The electric utility infrastructure originally was installed pursuant to a project jointly sponsored by the Town, the County, and certain other entities and individuals in order have GCEA move certain electric utility infrastructure from an overhead configuration to underground.

E. To permit development of deed restricted housing on TP5, the Town desires to relocate and/or realign a portion of the electric utility infrastructure on TP5 that is lying outside the platted utility easement on TP5 and into such platted utility easement, and into an additional utility easement as depicted on **EXHIBIT A**, attached hereto and incorporated herein by this reference (the "Relocation"), and GCEA and the County are agreeable to the proposed Relocation.

F. The Parties desire to memorialize their agreement on the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Relocation.

(a) GCEA hereby consents to the Relocation and shall undertake to relocate and/or realign a portion of the electric utility infrastructure from its existing alignment to the new alignment, as depicted on **EXHIBIT A.** The Parties recognize and agree that the Relocation will include new above-ground equipment which is not currently part of the electric utility infrastructure, namely a vault, as well as replacement of existing components of the electric utility infrastructure.

(b) The County hereby consents to the Relocation including installation of new conduit for the relocation of dark fiber owned by the County. The County will be responsible for reinstalling the dark fiber into the conduit once the Relocation is complete

(c) The Town shall be responsible for all costs and expense, for all work required to complete the Relocation in accordance with the plans and specifications provided by GCEA. GCEA shall be responsible for performing or having performed all work necessary to complete the Relocation including obtaining any necessary permits.

3. As-Built Survey. During construction associated with the Relocation, the Town shall provide, at its own cost and expense, an onsite licensed surveyor to ensure that the relocated and/or realigned electric utility infrastructure is placed as described on **Exhibit A.** Upon completion of the Relocation, the Town shall cause a survey to be prepared by such onsite licensed surveyor showing the as-built location of the centerline of the relocated and/or realigned electric utility infrastructure and showing and describing the utility easements to be conveyed according to Paragraph 4 below.

4. Utility Easements. Within 60 days of delivery of the as-built survey described in Paragraph 3 above, the Town shall convey utility easements to GCEA by bargain and sale deed for any portion of the relocated and/or realigned electric utility infrastructure lying outside the platted utility easement on TP5.

5. Operation, Maintenance, Repair and Replacement. After completion of the Relocation, and the conveyance of easements as provided in Paragraph 4 above, GCEA shall continue to own and be responsible for the operation, maintenance, repair, and replacement of the Electric utility infrastructure located on TP5.

6. Waiver, Release and Indemnification.

(a) *Mutual Waiver and Release*. To the extent permitted by law, each of the Town, the County and GCEA hereby agree on behalf of itself, its agents, assignees, attorneys, successors, and assigns (hereinafter collectively referred to as the "Releasors"), do hereby, fully and completely forever waive and release each other and each other's officers, directors, agents, members, and affiliates (hereinafter collectively referred to as the "Releasees"), from any and all causes of action, suits, agreements, promises, damages, disputes, controversies, contentions, differences, judgments, claims, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, variances, trespasses, extents, executions and demands of any kind whatsoever, which each of the Releasors ever had, now have or may have against the Releasees or any of them, in law or equity, whether known or unknown to the Releasors, for, upon,

or by reason of, any matter, action, omission, course or thing whatsoever occurring up to the effective date of this Agreement in connection with or in relationship to (i) the electric utility infrastructure prior to the Relocation, (ii) the placement of the electric utility infrastructure after the Relocation in accordance to this Agreement; and (iii) the validity, accuracy, or boundaries of the utility easements conveyed by the Town pursuant to Paragraph 4; provided that such released claims shall not include any claims to enforce rights under, or with respect to, this Agreement.

7. Notices. Any notice or other information required by this Agreement to be sent to a Party shall be sent in writing by e-mail or certified mail, return receipt requested, postage prepaid to the following:

Town of Crested Butte, Colorado
Attn: Dara MacDonald
507 Maroon Avenue
P.O. Box 39
Crested Butte, Colorado 81224
dmacdonald@crestedbutte-co.gov

with a copy to:

Town Attorney
Karl J. Hanlon
Karp Neu Hanlon, P.C.
P.O. Box 2030
Glenwood Springs, CO 81602
kjh@mountainlawfirm.com

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

with a copy to:

Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

The Gunnison County Electric Association, Inc.
Attn: CEO
P.O. Box 180
Gunnison, CO 81230
ceo@gcea.coop

Notice shall be effective when actually received by the Party intended to be notified.

8. Authority. The person executing this Agreement on behalf of each Party does hereby covenant and warrant that such person is duly authorized and has full right and authority to enter into this Agreement and that the person signing on behalf of each Party is authorized to do so.

9. Governmental Immunity. Nothing contained in this Agreement shall be interpreted as a waiver or limitation of governmental immunity, to which the Town or the County is otherwise entitled under C.R.S. § 24-10-101, et seq., as amended.

10. No Waiver. A waiver of any right or remedy on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

11. No Assignment. No Party to this Agreement may assign its rights or delegate its obligations under this Agreement without the express written consent of the other parties.

12. Entire Agreement. This Agreement constitutes the entire agreement of the Parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the Parties.

13. Modification. This Agreement shall not be amended or modified, except by subsequent written agreement of the Parties.

14. Severability. Invalidity or unenforceability of any provision of this Agreement in whole or in part shall not affect the validity or enforceability of any provision or any valid and enforceable part of a provision of this Agreement.

15. Governing Law; Venue. This Agreement and all rights conferred, and obligations imposed hereunder shall be interpreted and construed and determined in accordance with the laws of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.

16. Counterparts. This Agreement may be signed in counterparts and when signed by all of the Parties, executed counterparts shall constitute the agreement of the Parties.

{Signature page immediately follows}

IN WITNESS WHEREOF, the Parties by signature below of their authorized representatives execute this Agreement as of the Effective Date set forth above.

TOWN: TOWN OF CRESTED BUTTE, COLORADO,
a Colorado Home Rule Municipality

By: _____
Ian Billick, Mayor

ATTEST:
_____
Lynelle Stanford, Town Clerk

COUNTY: BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO,
a Colorado County

By: _____
County Manager, for the Board of County Commissioners

ATTEST:
_____
Katherine Hrag County Clerk, Deputy

GCEA: THE GUNNISON COUNTY ELECTRIC ASSOCIATION, INC.,
a Colorado Cooperative Association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties by signature below of their authorized representatives execute this Agreement as of the Effective Date set forth above.

TOWN: TOWN OF CRESTED BUTTE, COLORADO,
a Colorado Home Rule Municipality

By: _____
Ian Billick, Mayor

ATTEST:

_____
Lynelle Stanford, Town Clerk

COUNTY: BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO,
a Colorado _____

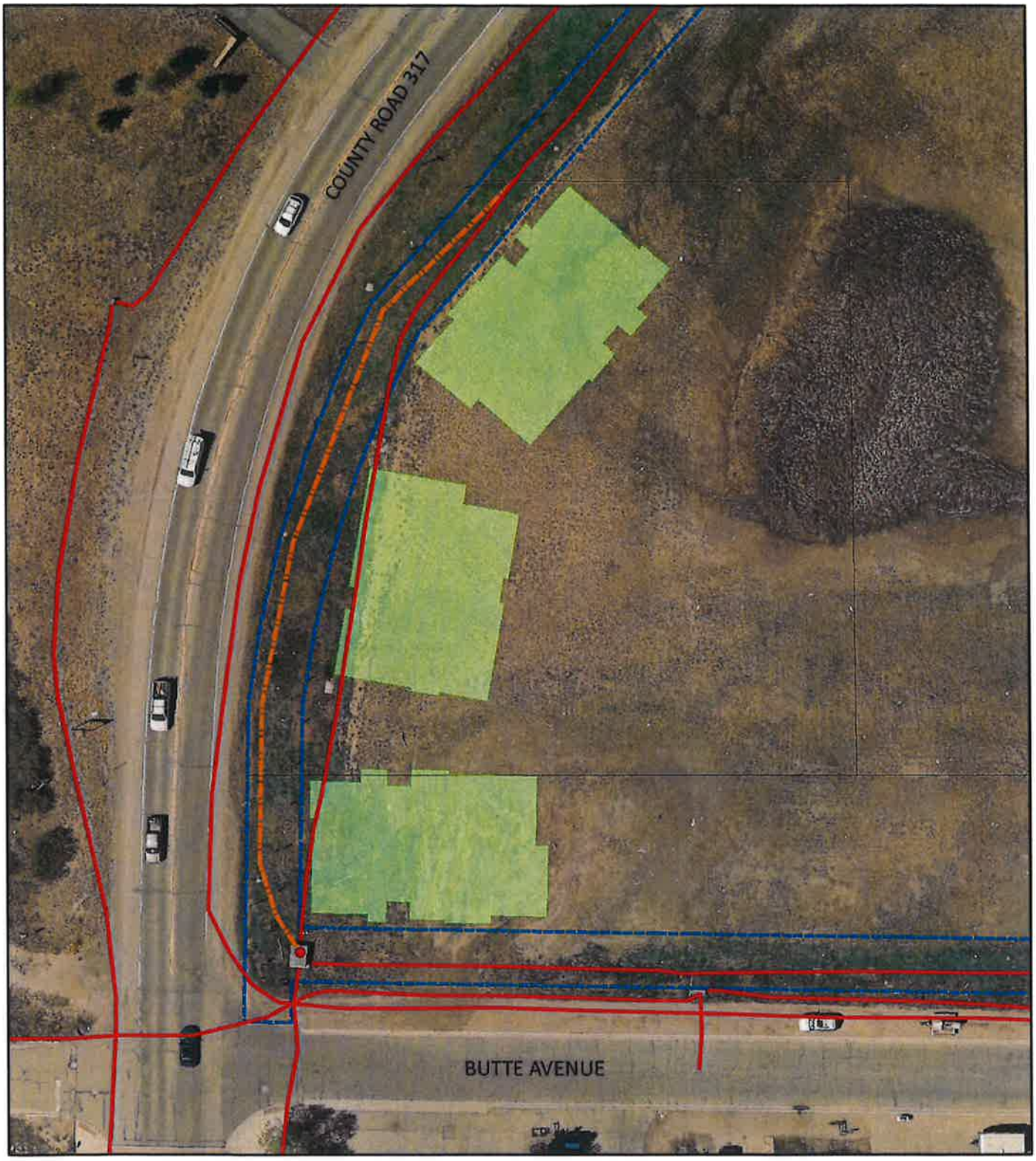
By: _____
_____

ATTEST:

_____
_____, County Clerk

GCEA: THE GUNNISON COUNTY ELECTRIC ASSOCIATION, INC.,
a Colorado Cooperative Association

By: _____
Name: Mike McBride
Title: CEO



Proposed Relocation of GCEA Electric Line
Crested Butte, Colorado

N
W E
S

- Station
- Existing Electric Lines
- 20' Utility Easement
- Approximate Position of Relocated Electric Line
- Building Footprints
- Parcel Boundaries

0 25 50 100 Feet

Date: February 13, 2023
Filename: C:/project/townofcb/CorridorProject/Exhibit.mxd

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for State of Colorado Audit Extension; Gu

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado State Auditor

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

Summary:

Our 2022 audit will not be complete until August 30. Extension are granted in 60 day increments.

Fiscal Impact:

Submitted by: Perry W. Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/11/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/12/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION

KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End *December 31, 2022* ONLY

Requests may be submitted via internet portal: https://apps.leg.co.gov/osa/lg.

Government Name:	Gunnison County
Name of Contact:	Perry W Solheim
Address:	200 E. Virginia Ave.
City/Zip Code	Gunnison, CO 81230
Phone Number:	970-641-2203
E-mail	psolheim@gunnisoncounty.org
Fiscal Year Ending (mm/dd/yyyy):	12/31/22
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	60 days Audit Due: September 30, 2023
Comments (optional):	

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature	
Printed Name:	Jonathan Houck
Title:	County Commissioner
Date:	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Community Foundation of the Gunnison

Action Requested: County Manager Signature

Parties to the Agreement: Community Foundation of the Gunnison Valley

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

Summary:

Grant to for funding to support Choice Pass parent education.

Fiscal Impact: 2250

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/12/2023

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

Comments:
Apppears legally suffcient. BOCC may want to consider whether it has any concerns about contractual requirement related to acknowledgment of support. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/11/2023 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/12/2023

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/18/2023

Revised April 2015

COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
2023 Community Grants
GRANT CONTRACT

ORGANIZATION: **Gunnison County, Colorado - Department of Juvenile Services**

AMOUNT AND DURATION: **$2,250.00** over a 10-month period beginning July 1, 2023

PURPOSE: **GCSAPP's Choice Pass Parent Education**

1. Use of Grant Funds Grant funds may be **used only for the purpose(s) referenced above.** In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. The Community Foundation of the Gunnison Valley acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee for the purpose and in the time period named above, the Foundation may ask for their return.

2. Payment of Grant Funds The grant funds will be paid by the Foundation in one installment at or following the *Here for Good Celebration* on July 12, 2023. The payment of funds is contingent on receipt of this executed contract.

3. Certification and Maintenance of Exempt Organization Status You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code. and "not a private foundation," within the meaning of Code Section 509(a). or in the absence of such a determination. that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1). or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"). or have a fiscal sponsor. such as the County of Gunnison or Gunnison Watershed School District. You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity and any change in key leadership responsible for achieving the grant's purpose.

4. Report You will submit a full and complete report to the Foundation on the use of the grant funds, compliance with the terms of the grant and the progress made toward achieving the goals of the grant by 11:59 p.m., April 30, 2024, using the SMApply online platform. You also agree to supply the Foundation with photos suitable for use in publications and on the Foundation's website and certify you have permission from any individuals in said photo to use it for publication.

5. Records You will maintain your books and records in such a manner that the expenditures of the grant funds will be shown separately in an easily-checked format and you give the Foundation reasonable access to files and records as it deems necessary concerning the grant. You agree to maintain such files and records for a period of at least four years after completion or termination of the project.

6. Acknowledgment of Support All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support. The Foundation may review and approve the content of any proposed publicity prior to release.

7. Future Funding You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded. you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate. Please note that CFGV may require groups that have received funds for three consecutive years to sit out one funding year.

8. Modification This agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.

9. Applicable Law This agreement will be construed in accordance with the laws of the State of Colorado.

Lauren Kugler

Lauren Kugler, Executive Director, CFGV
Grantor

7/6/23
Date

Legal or Authorized Official Title
Grantee

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Trade Contract Agreement with Moody C

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Moody Construction & Sons, Inc

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

Summary:

This is the bid for the budgeted work to extend the liner at the landfill and add 4-10 years to the current phase.

Fiscal Impact: 569,722.03

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/13/2023

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/13/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/14/2023

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

Agenda Date: 7/18/2023

Revised April 2015

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (the "County"), and Moody Construction & Sons, Inc. ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the County and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the County and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids/Request for Proposal, Bid Schedule Performance and Payment Bond, Notice of Award; Notice to Proceed; general conditions, special conditions, measurement, payment, and technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The County has appropriated the money necessary to fund this project. The County shall pay the Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed Five Hundred Sixty-Nine Thousand Seven Hundred Twenty-Two Dollars and Three Cents ($569, 722.03) (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the County requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the Original Contract Amount, unless the Contractor is given written assurance by the County via an Amendment that lawful appropriations have been made by the County to cover the cost of the additional work.

Section 4. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation. Financial obligations of the County payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

Section 5. Times and Methods of Payment.

a. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of a monthly invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

b. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 6. Retainage. An amount equal to five percent (5%) of all progress payments shall be retained by the County until the Project is completed satisfactorily and finally accepted by the County.

Section 7. Final Payment. The County shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the County.

Section 8. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the County, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The County shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the County is subject to the provisions of this Contract and C.R.S. § 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the County for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the County and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 9. Commencement and Completion of Performance. This agreement shall run for the term commencing at the date of contract execution, thru December 1st, 2023. The services called for shall commence the date of contract execution and end on December 1st, 2023. Contractor shall commence any work requested by the County within ten (10) days of notification by the County. In the event Contractor fails to commence work within this time period, the County may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the County and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the County, then Contractor shall pay to the County the amount of liquidated damages and not as penalty the sum of Zero Dollars ($0.00) for each calendar day that Contractor shall be in default. The County will charge Contractor and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the County in connection with any work accomplished after the specified completion date.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the County:

a. to any preference, priority or allocation order duly issued by the County; and

b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 10. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar days' written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the County for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and the County may take over the work and prosecute the same to completion by agreement with another party or otherwise.

d. ***Pandemics.*** The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

Section 11. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefore, unless otherwise specified by the County. The County shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Agreement Price. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase

the materials tax free. Pursuant to C.R.S. § 39-26-708, Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 12. Independent Contractor. In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever. **Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

Section 13. Indemnification. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, and agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its elected and appointed officials, officers, employees, and agents, from damages resulting from the negligence of the County's elected and appointed officials, officers, employees, and agents, and their insurers, and employees. The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

The Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of the Contractor, or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 14. Insurance. The Contractor agrees to procure and maintain, during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Section 1 of Exhibit A. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The

Contractor shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 1 of Exhibit A, by reason of its failure to procure and maintain, during the life of this Contract, insurance in sufficient amounts, durations or types.

The Contractor shall procure and maintain, during the life of this Contract, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor, pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Workers' Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during Term of this Agreement. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

b. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars ($2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars ($2,000,000) for all damages arising out of injury to or destruction of property, including the County's property during the policy period.

The Commercial General Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) aggregate with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

The policy required by Paragraph b. above shall be endorsed to include the County, whether private or governmental, its officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the County as additional insureds. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the County, its officers, its employees or its

consultants shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the policy required by Paragraph b. above shall contain any exclusion for bodily injury or property damage arising from completed operations.

The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the County prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify this Contract and the coverages afforded under the policies. The completed certificate of insurance shall be on file with the County two (2) weeks prior to the date of the Contract and shall be sent to:

Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

It is the affirmative obligation of the Contractor to notify the County, as provided in this Contract, a copy of the notice, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Contract, and failure to do so shall constitute a breach of this Contract.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Contract or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor from the County.

The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, 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 County, its officers or employees.

Section 15. Performance and Payment Bond. Contractor shall provide to the County, prior to commencement of performance, a Performance and Payment Bond acceptable to the County in the full amount of Five Hundred Sixty-Nine Thousand Seven Hundred Twenty-Two

Dollars and Three Cents ($569,722.03), including provisions for any adjustment thereof in accordance with the terms of this Agreement. Contractor shall obtain such bond on the County's behalf, separate and apart from any similar bonds or surety or warranty agreements entered into independently between the County and any manufacturer or supplier.

Should an Extension(s) or Amendment(s) be completed on this Agreement that increases the amount of the compensation, the Contractor shall request additional bonding capabilities from their Bonding Agent to reflect the amended contract amount as required by C.R.S. § 38-26-106 and the Contractor shall be responsible for paying any fees associated with the increase in the bonding amount. The County shall not be responsible for nor pay for any bonding fee increases.

Section 16. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the County, 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 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.

Section 17. Prohibited Terms. Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County 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 Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

Section 18. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the County all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the County, as provided by this Agreement.

Section 19. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the County, Contractor shall disburse the same immediately to subcontractors without any requirement of the County to supervise the same. The County may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the County and any subcontractor because of the subletting of any part of the Project work.

Section 20. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the County along with the County's written assurance that lawful appropriations have been made by the County to cover the cost of any additional work or materials described in the change order and an Amendment has been completed.

Section 21. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 22. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the County may promulgate at any time for the safe, orderly and efficient conduct of all operations.

b. The County shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the County, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an employee of the County, nor shall any employment relationship between the County and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions and rented items stored on the job site, and for protection of the Project, and shall hold the County and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies or instruments, other than those belonging to or leased by Contractor, will be removed from the Project site by Contractor without the prior written approval of the County.

g. Contractor agrees to report immediately to the County, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 23. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the County. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 24. Nondiscrimination. The Contractor will take affirmative action to not refuse to hire, to discharge, to promote or demote, to harass during the course of employment, or to discriminate in matters of compensation, terms, conditions, or privileges of employment against any employee, subcontractor, or applicant for employment because of race, color, sex, sexual orientation, gender identity, gender expression, age, religion, disability, national origin or ancestry,

as provided by Colo. Rev. Stat. § 24-34-402 (1)(a). Contractor agrees to comply with all applicable Federal and State statutes and regulations concerning non-discrimination.

Section 25. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 26. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 27. Personally Identifiable Information (PII). If the Contractor or any of its Subcontractors will or may receive PII under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, 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 C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

Section 28. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including, but not limited to, tort remedies. The Contractor agrees that the economic loss rule shall not serve as a limitation on the County's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of this Agreement. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under this Agreement.

Section 29. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 30. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts,

understandings or agreements pertaining to such matters are merged into and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONTRACTOR: Moody Construction & Sons, Incorporated

By: Shawn Moody

Shawn Moody - President

[*name/title*]

STATE OF Colorado)
)ss.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 29th day of June, 2023, by Shawn Moody, as President of Moody Construction & Sons, Inc

My commission expires: May 8, 2024

SEAL TACIE LARRABEE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20204016202
MY COMMISSION EXPIRES MAY 8, 2024

Notary Public

ATTEST: Clerk to the Board

GUNNISON COUNTY

_____

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

EXHIBIT A to Agreement between the County and Moody Construction and Sons, Inc.
Project Name 2023 Landfill Expansion

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

☐ As of the date of this Agreement.

☑ As specified in a Notice to Proceed to be provided by the County.

☐ As of the following date: _____, 20___, (this is a workable working day contract; and shall be completed within _____ workable working days).

The services of the Contractor shall be completed, or shall end, by December 1st, 2023, at which time the County shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

☑ Phased payments for completed work billed monthly as work is completed and accepted by the County on a percentage basis of the total work.

☐ Hourly rate: $_____/hour or as outlined in the attached document.

☐ Lump sum payment upon completion: $_____.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed $_____.

4. **Notices of Termination.** Notices of termination shall be given at least ten (10) days before the effective date of termination.

5. **Additional Insurance Requirements.**

☐ Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Contractor or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be provided by the Contractor, as described in Section 14, shall be increased to the same limits for the Contractor's Commercial General Liability Insurance. **Check box if required only.**

☐ Professional Liability Insurance is required. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with the required minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate, and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

☐ Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

☐ Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) each occurrence; and Two Million Dollars ($2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

☐ Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. **Check box if required only.**

☐ Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than One

Million Dollars ($1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

☐ Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

✓ Subrogation Waiver: All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the county, its agencies, institutions, organizations, officers, agents, employees, and volunteers. **REQUIRED.**

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

☐ A Waiver of Workers' Compensation Insurance is required only when a Contractor is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

AND

To the Contractor: Moody Construction & Sons, Inc.
1629 P Road
Loma, CO 81524

7. **Special Conditions.**

☐ No special conditions

✓ Special Conditions are as follows: See Bid Package and Addendum and Bid Sheet

GUNNISON COUNTY LANDFILL
PHASE 2, MODULES 1 AND 2 LINER EXTENSION

DESCRIPTION OF WORK

1.0 INTRODUCTION

Gunnison County (County) is expanding operations at the Gunnison County Landfill (Landfill). As part of this expansion, the following work will be required (see Drawing Nos. 1 through 7):

- Extension of geosynthetic liner system in Phase 2, Modules 1 and 2 from approximate elevation 8040 feet to 8070 feet. Section 6.0 herein describes the work in detail.

The County is requesting bids for the above work. All work will be done as described using the attached Construction Quality Assurance Quality Control Plan (CQAQCP) and Project Drawings. Alternative materials may be proposed by the Contractor, but the bid shall be prepared using the provided Modules 1 and 2 Liner Extension Bid Form only. Alternative materials may not be used without the approval of the County or its Representative.

The Bidders will use the Bid Form and the quantities on the form, along with the Project Drawings, to prepare their bids. The Bid Forms completed by the bidding Contractors will be used, in conjunction with the qualifications of the bidders, to select a Contractor for the work. All quantities on the Bid Form are estimates prepared from the Project Drawings. **Except for items designated as Lump Sum in the Bill of Quantities, actual payment will be based on in-place quantities as surveyed by the County or their Representatives; the Contractor may have their own surveys done, at their own cost, to confirm in-place quantities.**

Bid packets will be available via Gunnison County's website, www.gunnisoncounty.org, after Thursday, May 18, 2023. All questions regarding bid documents should be directed to Michael Pretti at mike.pretti@soudermiller.com and will not be accepted after Wednesday, May 31, 2023. No phone questions will be accepted. All prospective bidders will receive electronic copies of contractor questions with appropriate Gunnison County responses by Tuesday, June 6, 2023.

A mandatory pre-bid meeting followed by a mandatory site walk-through of the project area will be held at the Gunnison County Public Works Department office on Thursday, May 25, 2023 at 11:00 a.m.

Bids will be opened Thursday, June 8, 2023 at 2:00 p.m. at the Gunnison County Public Works Department. Bids must be submitted at/or before that stated time, via email to Martin Schmidt, MSchmidt@gunnisoncounty.org.

The following descriptions of the site and the work are for the convenience of the Contractor. All work will be governed by the CQAQCP, the project specifications, and the attached Project Drawings. Where there are differences between these documents, the order of precedence shall be the CQAQCP, the Project Drawings, the project specifications, and this Description of Work.

2.0 SITE DESCRIPTION

The proposed work site is located in Sections 10, 11, 14 and 15 of Township 49 North, Range 1 East, of the New Mexico Principal Meridian.

The present site includes the existing landfill area (Phase 2, Modules 1 and 2), surface water control features and structures, several soil stockpiles, a scale, a shop, and gatehouse. The liner system of

Modules 1 and 2 was completed to approximate elevation 8040 in a previous construction event. This project will complete the Modules 1 and 2 liner system to elevation 8070 along the east side of Module 1 and the southwest corner of Module 2 as shown on the attached Project Drawings.

Sufficient electrical power to operate a construction office (trailer) may be available at the site. Water for construction (dust suppression, moisture conditioning soil, etc.) is available at a tap located in the City of Gunnison Public Works Department, 1100 West Virginia Avenue, Gunnison, CO 81230. This location is approximately 8 miles from the landfill.

3.0 COUNTY RESPONSIBILITIES

The County or its Representative will provide surveying to establish line and grade for construction and to determine quantities. This will include:

- Control Points
- Preconstruction, construction, and post-construction surveys for each layer (foundation layer, liner, and operations layer) to confirm lines and grades and for quantity determinations
- Limits of stripping for removal of topsoil and overburden soils, if required
- Location of discharge structure(s)
- As-built drawings.
- Staging area location (see Drawing No. 2 for proposed staging area)

Any layer of the landfill profile, including the foundation layer and operations layer must be certified by the County's surveyor before work on the next layer may commence. Additionally, the geosynthetic layers of the liner system must be certified by the Engineer prior to placement of overlying materials.

The County or its Representative will provide the CQAQCP. This will include testing equipment, supplies and personnel for testing earth construction (moisture/density testing), and observing and documenting geosynthetic clay liner (GCL) and geocomposite drainage layer installation.

4.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall be fully responsible for knowing and understanding the requirements of the work, including the CQAQCP. The County or its Representative will assist the Contractor with following and meeting the requirements of the CQAQCP, but the County or its Representatives shall not be responsible for informing the Contractor of the requirements.

The Contractor shall provide all equipment, personnel, materials, and construction staking to complete the work to the line, grade, and requirements included in this Section, the CQAQCP, and the Project Drawings. If the Contractor provides onsite fuel tanks, the tanks shall be double-walled or provided with acceptable secondary containment. The Contractor shall also provide portable toilets; no potable water will be available at the site.

Prior to beginning any work, the Contractor will provide a Health and Safety Plan (HASP) addressing the site-specific requirements of this work, especially the requirements for working in and around landfills (managing refuse, methane gas, etc.). This HASP shall be reviewed by the County or its Representative(s), but the Contractor shall have sole responsibility for the health and safety of its employees and completing the work in accordance with all local, state, and federal requirements.

The Contractor shall protect existing vegetation, structures, equipment, utilities, pavement, and improvements. Any damage caused by the Contractor or its subcontractors shall be repaired or replaced equal to existing work, at the expense of the Contractor.

The Landfill will remain open during the construction period. The Contractor shall complete his work so as to cause the least possible interference with normal operations of the Landfill. This shall include, but not be limited to, the following:

- Maintaining all roads, fencing, utilities, water control, piping, etc., in working condition
- Landfill hours of operation are from 8 A.M. to 4 P.M. Monday through Saturday. If the Contractor needs to work outside of these hours, arrangements shall be made with the County or its Representatives at least three days in advance. During such work, the Contractor shall be responsible for all site security.
- No work shall be done by the Contractor without personnel from the County or its Representative at the site
- If any disruptions to Landfill facilities or operations will be necessary for the Contractor to complete the Work, the Contractor shall arrange this with the County at least one week in advance. No disruptions to Landfill facilities or operations will be allowed without written approval of the County or its Representative.

Except as noted, the County or its Representative will provide surveying for determining construction quantities. Construction quantity surveying shall be performed following completion of the various components of construction (i.e. foundation layer construction, GCL/geocomposite, etc.). The Contractor, at their own expense, shall be responsible for any additional construction or check surveying.

- The Contractor shall be responsible for scheduling all survey work. Requests for surveying shall be made **at least 72 hours in advance** of when the surveying will be required, and the Contractor shall have the areas ready for staking or certification, as necessary.
- The Contractor shall be responsible for maintaining staking and control points provided by the County or its Representative. Replacing these will be at the expense of the Contractor.
- The Contractor shall be responsible for slope staking.

The Contractor shall be responsible for obtaining all permits and permissions necessary to begin and complete the work.

The Contractor shall be responsible for temporary environmental controls associated with the construction work including, but not limited to, dust suppression, drainage control, storm water control, and storage and control of petroleum and hazardous materials and wastes.

The Contractor or subcontractor responsible for geosynthetics installation must demonstrate experience installing GCL and geocomposite.

5.0 SCHEDULE

The County intends to have a signed contract by June 23, 2023. The Contractor must complete this scope of work by November 1, 2023.

6.0 DESCRIPTION OF WORK

6.1 GENERAL

The work for this project includes:

- Extension of the geosynthetic liner system from approximate elevation 8040 feet to 8070 feet along the eastern edge of Module 1 and the southwest corner of Module 2 including foundation layer placement, liner system installation, and operations layer placement
- Regrading from elevation 8070 to approximate elevation 8076 along the east edge of Module 1

All construction will be done in accordance with the CQAQCP, project specifications, and Project Drawings. Performance of work in accordance with the CQAQCP will ensure all work is completed, at a minimum, in accordance with manufacturer's specifications, good practice, and local, state, and federal regulations. The Table of Contents of the CQAQCP provides guidance to the materials to be used in the construction, and the testing and approval of the work.

6.2 EXTENSION OF LINER SYSTEM FOR MODULES 1 AND 2

6.2.1 General

Extension of liner system for Modules 1 and 2 includes:

- Location of edge of existing geosynthetics liner system and removal of overlying soil and plywood placed during previous construction to protect edge of liner
- Backfilling/removal of the existing interim diversion swale/berm located upslope of existing interim liner termination berm in both Module 1 and Module 2 areas
- Placement and compaction of soil to form a low hydraulic conductivity foundation layer for the base of the geosynthetics liner system. The new foundation layer shall be tied into the existing foundation layer. Suitable foundation layer material has been stockpiled onsite by the County.
- Installing the GCL and splicing new GCL to the existing GCL
- Installing the leachate collection system consisting of a geocomposite drainage layer and splicing new geocomposite to the existing geocomposite
- Anchor trench installation and backfilling
- Constructing the interim liner termination berm at the edge(s) of portions of the lined area (north edge of Module 1 and west edge of Module 2)
- Placing the soil operations layer
- Regrade a portion of Module 1 east slope upslope of the liner termination as shown in Project Drawings
- Repair of approximate 3-foot by 3-foot area of damaged liner along the north edge of Module 1, including operations layer, granular drainage layer, and GCL.

All soils materials necessary for the construction of the Modules 1 and 2 liner extension are expected to be available on-site, from existing stockpiles, from materials excavated and screened during the previous construction of Modules 1 and 2, or from in-place materials.

6.2.2 Foundation Layer

During the prior Modules 1 and 2 construction, subgrade for this liner extension project was completed, therefore no subgrade excavation is anticipated. Appropriate foundation layer soil will be provided onsite by the County for the 6-inch minimum thickness foundation layer. The Contractor may need to backfill in

some areas to bring the area of liner extension to proper line and grade. If this occurs, additional foundation layer soil will be used to attain proper foundation layer final grades. Drawing No. 7 shows cut/fill depths (existing grade compared to design top of foundation layer) for placement of the compacted foundation layer. The existing soil in the liner extension areas shall be scarified and recompacted. In areas requiring more than 9 inches of fill, the foundation layer soil shall be placed in two compacted lifts, no thicker than 9 inches in loose thickness.

Prior to the placement of the foundation layer, the Contractor shall locate the edge of the existing geosynthetics liner system by removal of overlying soil and plywood placed during the previous construction to protect edge of liner. Plastic barricade fencing was installed during the prior construction event to aid in locating the edge of liner. The Contractor shall carefully remove the fencing, liner protection soil, and plywood protection to expose the existing foundation layer, GCL, geocomposite and operations layer. The Contractor shall splice the various existing liner components to the new liner components as shown in Detail No. 2 on Drawing No. 6.

Additionally, the drainage diversion berm/drainage swale immediately upslope of the edge of existing liner shall be removed/backfilled. The soil removed from the berm shall be used for filling in the swale and construction of the foundation layer.

Based on earthwork calculations, earthwork volumes for the Module 1 foundation layer construction (existing grade to top of design grade of the minimum 6 inch thick foundation layer) are approximately 285 cubic yards (cy) of cut and 1,380 cy of fill, and for the Module 2 foundation layer construction, approximately 225 cy of cut and 465 cy of fill. These volumes include the removal/filling of the drainage diversion berms/drainage swales in each area.

An area upslope of the Module 1 liner termination berm shall be regraded as shown on the Project Drawings. Based on earthwork calculations, the regrading of this area from elevation 8070 upslope to existing grade (approximately elevation 8076) will require approximately 1,660 cy of cut and 85 cy of fill to attain design grades for this area.

Soil testing of the foundation layer shall be done by the County or its Representative. The minimum frequencies of testing shall be as required in the CQAQCP. The Contractor shall assist the County or its Representative with testing, as necessary, to properly complete all testing to the satisfaction of the County or its Representative. This includes scheduling testing, stopping work in the areas to be tested, as necessary, and preparing areas for testing (e.g., cutting or scraping flat areas for nuclear density meter testing).

After the foundation layer has been tested, inspected, surveyed, and certified/approved as meeting the requirements of the CQAQCP, the Contractor/GCL Installer may place the GCL.

6.2.3 Geosynthetic Clay Liner and Geocomposite Drainage Layer

6.2.3.1 GCL

The GCL shall be constructed using the materials (Bentomat® ST or equal) specified in the CQAQCP and project specifications. Alternate materials may be proposed by the Contractor; however, alternate materials shall not be used without written permission of the County or its Representative.

Prior to placing the GCL, the foundation layer surface shall be inspected by both the GCL Installer and the County or its Representative. The suitability or non-suitability of the foundation layer shall be verified in writing prior to beginning GCL work. All non-suitable areas shall be reworked as necessary and re-verified

as suitable prior to placing GCL. The foundation layer surface shall be maintained in an acceptable condition for GCL placement. Maintenance and repair of the foundation layer shall be the sole responsibility of the Contractor.

The GCL shall be anchored in trenches at the top of slopes, placed with the long dimension parallel to the slope, shingled in the downhill direction. Adjacent panels shall be overlapped a minimum of six inches; butt seams at ends of panels shall be overlapped a minimum of 24 inches. GCL seams shall be formed using a bentonite-enhanced overlap; a bentonite fillet shall be placed between all overlaps. Other seaming methods may be submitted to the County or its Representative for review and approval.

The Contractor shall place the overlying geocomposite drainage layer and operations soil layer as soon as possible after the GCL has been tested, inspected, and approved as meeting the requirements of the CQAQCP. It is the Contractor's sole responsibility to prevent premature hydration of the GCL and to place the overlying geocomposite drainage layer and operations layer in a manner that minimizes the potential for damage to the underlying liner materials. Prematurely hydrated GCL shall be removed, replaced, and properly disposed of at the Contractor's sole expense. Any damage to any of the underlying liners or layers shall be repaired by the Contractor at no expense to the County.

6.2.3.2 Geocomposite Drainage Layer

The geocomposite drainage layer (SKAPS TN 270-2-6 or equal) shall conform to the requirements specified in the CQAQCP and project specifications. Alternate materials may be proposed by the Contractor; however, alternate materials shall not be used without written permission of the County or its Representative. Placement of the geocomposite shall be performed in accordance with the CQAQC and project specifications.

6.2.4 Operations Layer

Twelve inches of operations layer material will be placed over the geocomposite drainage layer. This layer shall be constructed using the materials stockpiled by the County and placed in accordance with the CQAQCP and project specifications. A 2-foot thick minimum layer of soil will be placed at the top of slope to protect the geosynthetics as shown in Detail 2 on Drawing No. 6. Any damage to any of the underlying liners or layers shall be repaired by the Contractor at no expense to the County.

Work for this layer shall not be considered complete until the County or its Representative has inspected and approved the work in writing.

6.3 MEASUREMENT AND PAYMENT

6.3.1 Summary

As indicated in the Modules 1 and 2 Liner Extension Bid Form, all payments shall be based on in place surveyed quantities or Lump Sum. No payment will be made for wastage, liner overlap, or soil consolidation. The bid price should include installed quantities for all items unless identified differently in the Schedule of Quantities.

Survey will be provided by the County. The Contractor may verify quantities with an independent survey, if desired, at the Contractor's expense.

Bid items are summarized in Table 1.

Table 1
Modules 1 and 2 Liner Extension Bid Items

Bid Item Description	***Bid Item I.D.***
Mobilization/Demobilization	1
Regrade Upper Portion of Module 1 East Slope	2
Foundation Layer Construction	3
GCL Installation	4
Geocomposite Drainage Layer Placement	5
Operations Layer Placement	6
Interim Liner Termination Berm Construction	7
Repair of Liner System Along North Edge of Module 1	8

Unit Prices include:

1. Defined work for each Unit Price Item which will provide a functionally complete Project when combined with all Unit Price Items. If there are specific work items which the Contractor believes are not identified in any Unit Price Item, but are required to provide a functionally complete Project, then the identified specific work items shall be included in the appropriate Unit Price Item.
2. The method of measurement for payment
3. The price per unit for payment.

Lump Sum Prices include:

1. All work items will result in a functionally complete project in accordance with the specifications and drawings. If there are specific work items which the Contractor believes are not identified in any Lump Sum Item, but are required to provide a functionally complete Project, then the identified specific work items shall be included in the appropriate Lump Sum Item.

6.3.2 General Work Items

Include with the appropriate Bid Item the following work items which are common to the Bid Items for this Section.

1. Maintenance, protection, replacement and/or repair of damaged facilities outside the area identified for payment in a separate Unit Price Item
2. Site access requirements including temporary soil material as required for the Contractor to access the Work and his equipment
3. Dust control including watering of grades and construction access/haul roads
4. Traffic control
5. Right-of-way requirements
6. Regulatory requirements
7. Construction staking and other survey work not provided by the County or the County's Representative
8. Location and protection of existing underground piping, utilities, and site groundwater monitoring wells
9. Quality assurance and quality control testing and inspections not provided by the County or the County's Representative
10. All safety related costs
11. Attendance at weekly progress meetings
12. Shop drawings and other submittals.

6.3.3 Bid Items

Bid Item 1 - Mobilization/Demobilization:

A. The unit price for Bid Item 1 includes:

1. General Work items of Section 6.3.2
2. All costs associated with the mobilization and demobilization of equipment and personnel
3. Furnish and install all necessary field offices for Contactor including installation of temporary utilities
4. All utility costs for Contactor-installed facilities during construction.

B. Measurement for payment will not be made.

C. The unit of measurement for payment is lump sum.

Bid Item 2 - Regrade Upper Portion of Module 1 East Slope

A. The unit price for Bid Item 2 includes:

1. General Work items of Section 6.3.2
2. Regrading of upper portion Module 1 east slope (approximate elevation 8070 to 8076/existing grade) as shown in Project Drawings.

B. Measurement for payment will be based on a field topographic survey conducted prior to and following regrading. Computer software will be used to calculate the volume of material to be excavated/filled from existing grade to the design grades. Payment will be made based on the calculated volume. No additional surveys will be performed.

C. The unit of measurement for payment is compacted in-place cubic yard. **The total estimated volume for regrading is 1,662 in-place cy of excavation and 86 in-place cy of fill.**

Bid Item 3 – Foundation Layer Construction

A. The unit price for Bid Item 3 includes:

1. General Work items of Section 6.3.2
2. Removal/disposal of T-posts that mark the approximate edge of existing liner (posts may be reused – see Bid Item 7), and removal of liner protection soil and plywood protection to expose the existing foundation layer, GCL, geocomposite and operations layer
3. Backfilling/removal of the existing interim diversion swale/berm located upslope of existing interim liner termination berm in both Module 1 and Module 2 areas
4. Loading, hauling, placement, moisture conditioning, and compaction of foundation layer material to attain design top of foundation layer grades
5. Construction and maintenance of haul roads and necessary culverts
6. Removal of stones and foreign debris
7. Removal of litter during construction
8. Dewatering
9. Dust control
10. Construction staking
11. Smooth rolling and finish grading
12. Preparation and maintenance of surface for placement of overlying geosynthetics

B. Measurement for payment will be based on a field topographic survey conducted prior to and following foundation layer construction. Computer software will be used to calculate the volume of material to be placed from existing grade to the design top of foundation layer grades. Payment will be made based on the calculated volume. No additional surveys will be performed.

D. The unit of measurement for payment is compacted in-place cubic yard. **The total estimated volume for foundation layer placement for the Module 1 area is 287 in-place cy of excavation and 1,383 in-place cy of fill, and for the Module 2 area is 225 in-place cy of excavation and 464 in-place cy of fill.**

Bid Item 4 – GCL Installation

A. The unit price for Bid Item 4 includes:

1. General Work items of Section 6.3.2
2. Preparation of storage area for materials
3. Unloading and protection of materials
4. Surface preparation and maintenance of liner area
5. Furnishing and installing GCL in accordance with plans and specifications including splicing of new and existing GCL
6. Attendance at pre-construction meeting and all pre-construction submittals and required testing
7. Protection of GCL. Repair as necessary
8. Proper anchoring to prevent wind damage
9. Dewatering.

B. Measurement for payment will be based on the actual plan view area of GCL installed as measured by survey. Measurement will be from the inside edge of the anchor trench or the seam along the northern edge of Module 1 and western edge of Module 2 where the GCL terminates in the liner termination berm to the edge of existing GCL. The cost for material not included in the measured pay quantity (overlap, waste, material in anchor trench, etc.) must be included in the unit price.

B. The unit of measurement for payment is square feet. **The estimated quantity of GCL is 90,725 square feet (measured in a plan view).**

C. Bid Item 5 – Geocomposite Drainage Layer Installation

A. The unit price for Bid Item 5 includes:

1. General Work items of Section 6.3.2
2. Preparation of storage area for materials
3. Unloading and protection of materials
4. Furnishing and installing geocomposite including splicing of new and existing geocomposite
5. Seaming of geocomposite
6. Attendance at pre-construction meeting and all pre-construction submittals and required testing
7. Protection of geocomposite. Repair as necessary
8. Proper anchoring to prevent wind damage
9. Dewatering.

C. Measurement for payment will be based on the actual plan view area of geocomposite installed as measured by survey. Measurement will be from the inside edge of the anchor trench or the seam along the northern edge of Module 1 and western edge of Module 2 where the geocomposite terminates in the liner termination berm to the edge of existing geocomposite. The cost for material not included in the measured pay quantity (overlap, waste, material in anchor trench, etc.) must be included in the unit price.

D. The unit of measurement for payment is square feet. **The estimated quantity of geocomposite drainage layer is 90,725 square feet (measured in a plan view).**

Bid Item 6 – Operations Layer Construction

A. The unit price for Bid Item 6 includes:

1. General Work items of Section 6.3.2
2. Loading, hauling, and placement of operations layer material
3. Anchor trench construction and backfilling
4. Placement of the geosynthetics protection layer at the top of slope overlying anchor trench
5. Tie-in of new termination berm into existing termination berm in locations shown on Project Drawings
6. Construction and maintenance of haul roads and necessary culverts
7. Removal of stones and foreign debris
8. Removal of litter during construction
9. Protection of underlying geosynthetics. Repair as necessary
10. Dewatering
11. Dust control

12. Construction staking
13. Finish grading.

B. Measurement for payment will not be made.

C. The unit of measurement for payment is lump sum for placement of 12 inches of operations layer material placed in the area shown on the drawings. All allowances for slope factors, compaction, waste, etc. must be included in the lump sum price.

Bid Item 7 – Interim Liner Termination Berm Construction

A. The unit price for Bid Item 7 includes:

1. General Work items of Section 6.3.2
2. Interim Liner Termination Berm Construction including providing and installing plywood, plastic barricade fencing (if applicable) and T-posts (can reuse removed T-posts, if practical) and loading, hauling, and placement of protective soil along future liner tie-in locations
3. Tie-in existing Interim Liner Termination Berm(s) into new Interim Liner Termination Berm(s) in locations shown on Project Drawings.
4. Protection of underlying geosynthetics. Repair as necessary

B. Measurement for payment will linear foot.

C. The unit of measurement for payment is linear foot. **The estimated length of Interim Liner Termination is 290 feet: approximately 160 feet along the north side of Module 1 and approximately 130 feet along the west side of Module 2.**

Bid Item 8 – Repair of Liner System Along North Edge of Module 1

An approximately 3-foot by 3-foot area of liner along the north edge of Module 1 needs to be repaired due to previous landfill equipment traffic. The County will identify and expose the damaged area to provide access for the Contractor to perform the repair.

A. The unit price for Bid Item 8 includes:

1. General Work items of Section 6.3.2
2. Removal of damaged liner materials and disposal of geosynthetics in active face of landfill.
3. Removal, reuse (if practical) and replacement of granular drainage layer and operations soil layer.
4. Replacement of GCL and 6 oz/sy geotextile overlying the granular drainage layer.
5. Tie-in of all new/repaired liner components to existing liner components.

B. Measurement for payment will not be made.

C. The unit of measurement for payment is lump sum for repair of damaged liner.

6.3.4 Alternate Bid Items

A. The County has the following equipment available on-site for rental by the Contractor:

1. A 2014 Cat 324E Excavator, 1.19 cy and 1.46 cy bucket with thumb
2. A 1998 John Deere 644H Loader with 4 cy bucket
3. A 2022 John Deere 310E Haul Truck, 30 ton

B. Should the Contractor choose to consider renting the County's equipment, hourly rates follow. Note that these rates are for equipment only. An operator is not included; the Contractor shall provide their own operator and fuel costs:

   1. 2014 Cat 324E Excavator- $110/hour
   2. 1998 John Deere 644H Loader - $78/hour
   3. A 2022 John Deere 310E Haul Truck - $140/hour

C. Refer to the Alternate Bid Items. If the County decides to make the equipment listed above available and the Contractor agrees to use it, the Alternate Bid Item costs will replace the base bid items.

Modules 1 and 2 Liner Extension Base Bid Form

Bid Item	Description	Quantity	Units	Unit Rate	Cost
1	Mobilization/Demobilization	1	LS		$
2	Regrade Upper Portion of Module 1 East Slope				
2a	*Cut*	*1,662*	*CY*		*$*
2b	*Fill*	*86*	*CY*		*$*
3	Foundation Layer Construction				
3a	*Cut*	*512*	*CY*		*$*
3b	*Fill*	*1,847*	*CY*		*$*
4	GCL Installation	90,725	SF		$
5	Geocomposite Drainage Layer Installation	90,725	SF		$
6	Operations Layer Placement	1	LS		$
7	Interim Liner Termination Berm Construction	290	LF		$
8	Repair of Liner System Along North Edge of Module 1	1	LS		$

TOTAL OF BASE BID: $_____

TOTAL OF BASE BID IN WORDS: _____

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Modules 1 and 2 Liner Extension Alternate Bid Form

Note: If County decides to make the equipment listed in Section 6.3.4 available and the Contractor agrees to use it, the following Alternate Bid Form will replace the Base Bid Form

Bid Item	Description	Quantity	Units	Unit Rate	Cost
1A	Mobilization/Demobilization	1	LS		$
2A	Regrade Upper Portion of Module 1 East Slope				
2a	*Cut*	*1,662*	*CY*		*$*
2b	*Fill*	*86*	*CY*		*$*
3A	Foundation Layer Construction				
3a	*Cut*	*512*	*CY*		*$*
3b	*Fill*	*1,847*	*CY*		*$*
4A	GCL Installation	90,725	SF		$
5A	Geocomposite Drainage Layer Installation	90,725	SF		$
6A	Operations Layer Placement	1	LS		$
7A	Interim Liner Termination Berm Construction	290	LF		$
8A	Repair of Liner System Along North Edge of Module 1	1	LS		$

TOTAL OF ALTERNATE BID: $_____

TOTAL OF ALTERNATE BID IN WORDS: _____

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

CONSTRUCTION SPECIFICATIONS

PHASE 2, MODULES 1 AND 2
GUNNISON COUNTY LANDFILL

Prepared for
Gunnison County, Colorado

Gunnison County
COLORADO

Prepared by
Souder, Miller & Associates

Michael J. Pretti, P.E.
Senior Engineer

COLORADO LICENSED
MICHAEL J. PRETTI
4-27-16
0046503
PROFESSIONAL ENGINEER

for Joseph A. Hess, P.E.
Senior Engineer

Date: April 2016
SMA Project No.: 4D24313

SMA
Souder, Miller & Associates
Engineering • Environmental • Surveying
8000 W. 14th Avenue • Lakewood, CO 80214
(303 239-9011 • fax (303) 239-0745 • www.soudermiller.com

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SECTION 02070 GEOTEXTILE

PART 1 - GENERAL

1.01 SCOPE OF WORK

This specification covers the technical requirements for the furnishing and installation of the geotextile described herein. All materials used shall meet the requirements of this specification, and all work shall be performed in accordance with the procedures provided herein and the contract drawings.

Geotextiles to be used for this project include:

- 4 oz/sy nonwoven geotextile overlying the leachate sump gravel
- 6 oz/sy nonwoven geotextile overlying the granular leachate drainage layer
- 16 oz/sy nonwoven geotextile protective layer over the geomembrane in the leachate collection sump and the leachate holding pond.

1.02 REFERENCES AND DEFINITIONS

"Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill," Souder, Miller & Associates, February 2016 (CQAQC Plan).

For the purposes of this specification guideline, the following terms are defined below:

Geotextile: Any permeable textile used with foundation, soil, rock, earth, or any other geotechnical engineering related material as an integral part of a human-made project, structure, or system.

Overlap: Where two adjacent geotextile panels contact, the distance measuring perpendicular from the overlying edge of one panel to the underlying edge of the other.

CQAE: Construction Quality Assurance Engineer.

1.03 SUBMITTALS

Quality control testing will be performed by the Geotextile Manufacturer to demonstrate compliance with the stated test methods. Prior to delivery of any geotextile rolls to the site, the Geotextile Manufacturer will provide the CQAE with the following information:

- The resin supplier, supplier location, and brand name.
- Test results conducted by the geotextile and/or resin manufacturer to document the quality of the resin used in geotextile fabrication.
- The quality control plan that the Geotextile Manufacturer will be using for the geotextile being supplied.

The Geotextile Manufacturer will provide certification, based on tests performed by the Manufacturer's laboratory or other outside laboratory contracted by the Manufacturer, that the geotextile supplied under this plan meets the stated specifications.

PART 2 - MATERIALS

2.01 GEOTEXTILES

The geotextiles shall be manufactured from polypropylene resin. The geotextiles will be supplied to the site in factory rolls. The minimum requirements for the geotextiles are presented in Table 02070-1.

Table 02070-1: Geotextile Material Properties

Property	***Test Method***	***6 oz/sy***	***16 oz/sy***	***Minimum Test Frequency***
Mass per Unit Area (oz/sy)	ASTM D5261	6	16	1/100,000 ft^2, min. 1 per resin batch
Grab Strength (lb.)	ASTM D4632	160	390	
Puncture Strength (lb.)	ASTM D4833	90	240	
Permittivity (sec^{-1})	ASTM D4491	1.50	0.60	1/500,000 ft^2, min. 1 per resin batch
Apparent Opening Size (sieve)	ASTM D4751	70	100	
UV Resistance (% retained after 500 hrs.)	ASTM D4355	70	70	1 per resin batch

Every roll delivered to the site must be manufactured and inspected by the Geotextile Manufacturer according to the following requirements:

- First quality resins must be used and contain no more than two percent recycled material by weight as determined by thermo-gravimetric analysis
- Recycled polymer will be limited to material generated within the Geotextile Manufacturer's plant and from the same grade and type of resin defined herein
- The geotextile must contain no needles used in punching
- The geotextile must be free of holes and any other signs of contamination by foreign matter.

2.02 PRODUCT LABELING

Each roll delivered to the site shall be labeled with the following information:

- Manufacture date.
- Date of receipt at the site.
- Roll and lot batch numbers.

PART 3 – EXECUTION

3.01 SHIPPING AND HANDLING

Transportation of the geotextile rolls to the job site is the responsibility of the Geotextile Manufacturer. All onsite handling is the responsibility of the Installer. The geotextile will be protected during shipment from excessive heat or cold, puncture, cutting, or other damaging or deleterious conditions. Upon receipt of material shipments at the site, the Installer shall inspect all materials for defects in the manufacturing process and for damage during transportation. Materials judged to be severely damaged shall be rejected and removed from the site. Minor damage and defects shall be repaired by the Installer. The geotextile rolls will be stored on site in a manner to prevent excessive ultraviolet exposure prior to installation.

3.02 PLACEMENT

The Installer will handle all geotextiles in such a manner to insure that they are not damaged in any way.

Placement criteria include:

- On side slopes, the geotextile shall be rolled down the slope in such a manner as to continually keep the geotextile in tension.
- In the presence of wind, all geotextiles will be secured by suitable methods, which are protective of the geotextile and the underlying geomembrane.
- Geotextiles will be cut using only approved geotextile cutters. If the geotextile is already in place at the time of cutting, special care shall be taken to prevent damage to the underlying geomembrane.
- The Installer will take necessary precautions to prevent damage to the GCL and geomembrane liners during placement of the geotextile.
- During placement of the geotextile over the geomembrane, care will be taken not to entrap foreign matter or excessive moisture between the geotextile and geomembrane.
- A visual inspection of the geotextile will be carried out over the entire surface after installation by the Installer to insure that no potentially harmful foreign objects such as needles are present. In addition, the CQAE may undertake a sweep of the entire surface after installation using a metal detector. All such foreign objects or material shall be removed.

3.03 SEAMING

The following requirements will be used with regard to seaming and overlapping of geotextile rolls:

- Geotextile seams will be continuously welded or sewn and will be overlapped a minimum of three inches prior to seaming. Spot seaming will not be allowed.
- Horizontal seams on the landfill side slopes (except as part of a patch) will be allowed only at the approval of the CQAE.
- The Installer will pay particular attention to seams to insure that no earthen materials are inadvertently trapped beneath any overlying geotextile.

- Any sewing will be performed using polypropylene thread manufactured of the same base material as the geotextile. The thread shall be resistant to degradation by ultraviolet radiation.

The CQAE will observe and document that the Installer follows all of the seaming and overlapping protocol. The CQAE will perform a final geotextile observation after installation of the geotextile layer has been completed to detect the presence of holes or tears and to examine seams for tension due to excessive stretching of the fabric during installation. Repairs will be made for areas not conforming to acceptable practices.

3.04 DAMAGE REPAIR

This Section applies to all defects including damage during placement and repairs undertaken based on defects detected during examinations, tests, or visual observations performed on the geotextile material and on seams used in joining rolls in the field.

The CQAE will examine each roll for damage after placement, but prior to seaming, and will determine which rolls or portions of rolls should be rejected, repaired, or accepted. Damaged rolls or portions of rolls which have been rejected will be marked, and their removal from the site will be recorded by the CQAE.

All seam and non-seam areas of the geotextiles will be examined and documented by the CQAE for identification of defects, holes, undispersed raw materials, large wrinkles, and any signs of contamination by foreign matter. The surface of the geotextiles will be clean at the time of examination.

Each location, which fails observation, will be marked by the CQAE and repaired by the Installer. Work will not proceed in an area where defects are identified until suitable repairs are made. Each repair will be examined, numbered and logged by the CQAE.

Any holes or tears in the geotextile will be reported to the CQAE and repaired as follows:

- A patch made from the same geotextile will be sewed, welded or heat-bonded in place, with a 3-inch minimum overlap in all directions.
- Care will be taken to remove any soil or other material, which may have penetrated a torn geotextile.

3.05 SOIL COVER PLACEMENT

Placement of soil materials on top of the geotextile will be performed by the Contractor to prevent the following:

- Damage of the underlying geotextile or geomembrane
- Slippage of the geotextile on the underlying geomembrane
- Imposition of excessive tensile stresses on the geotextile or geomembrane.

If there will be an extended time delay between placement of the geotextiles and the start of the installation of the overlying material, the Owner/Operator shall make provisions, approved in advance, to protect the geotextile against excessive exposure to ultraviolet radiation.

END OF SECTION

SECTION 02201 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 SCOPE OF WORK

Work under this Section includes providing all labor, materials, tools, and equipment necessary for clearing, grubbing, removing, and disposing of all vegetation and debris (including earthen materials incidentally removed with vegetation and debris), and removing structures and obstructions located within the limits shown on the Drawings or designated by the County or CQAE, except such objects as are designated to remain in place or are to be removed in accordance with other sections of these Specifications. The Work shall also include the preservation from injury or defacement of all vegetation and objects designated to remain.

PART 2 – MATERIALS (Not Used)

PART 3 – EXECUTION

3.01 GENERAL

The CQAE will establish the limits of the Work and will designate all trees, plants, shrubs, and other items to remain. The Contractor shall protect and preserve all items designated to remain.

All vegetation and debris to be removed shall be disposed of by the Contractor within areas indicated on the Drawings or areas approved by the County or CQAE. When burning is permitted, it shall be under the constant care of competent employees. Burning shall be performed in a manner such that anything designated to remain will not be jeopardized. Burning shall be done in accordance with all applicable laws and ordinances. The Contractor shall obtain all required permits.

The Contractor is responsible for:

- Properly disposing of waste in area(s) designated by the County
- Securing any required permits, if none is indicated on the Drawings.

The cost of securing such sites shall be borne by the Contractor. If requested by the County or CQAE, the Contractor shall furnish the permit numbers of all required permits.

3.02 GRUBBING

All trees, stumps, roots, and other objects not designated to remain shall be cleared and grubbed. If the area is not to be benched, the removal of undisturbed stumps and roots and nonperishable solid objects that will be a minimum of 4 feet below the embankment surface and that do not extend more than six inches above the original ground line, will not be required.

In areas outside of the grading limits of cut and embankment areas and to the established limits of the Work, all stumps and nonperishable solid objects permitted to remain in place shall be cut off not more than six inches above the ground line or low water level.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable materials and compacted in accordance with the Contract Documents.

3.03 HAND CLEARING

In areas where Hand Clearing is indicated on the Drawings or designated by the CQAE, no equipment on wheels or tracks shall be used. Care shall be taken to insure that the vegetation or the natural ground is not disturbed. Stumps shall be cut flush with the ground, except that in areas within 4 feet or more of embankment cover, stumps may be cut off six inches above the natural ground.

3.04 SELECTED TREE REMOVAL

Trees designated by the Engineer, outside of the normal clearing and grubbing and/or hand clearing limits, shall be removed and disposed of in accordance with this Section. Trees to be removed may be designated by the County or CQAE at any time during the performance of the contract, and may be subject to the conditions specified under Hand Clearing. Trees designated for selective removal shall be cut off within six inches of the ground.

3.05 REMOVE AND RELOCATE BUSH OR TREE

Bushes or trees shown on the Drawings for removal and relocation shall be removed and relocated as directed by the County or CQAE.

Bushes and trees designated for removal and relocation shall be carefully removed with enough of the root wad kept intact to ensure the survival of the bush or tree in its new locations. Bushes and trees designated for removal and relocation that are damaged, or that do not survive as a result of the transplanting, shall be replaced by the Contractor at its expense. The relocated bush or tree shall be placed to original depth at a location within 15 feet of the original location, as directed by the County or CQAE.

END OF SECTION

SECTION 02222 EARTHWORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

Furnish all labor, material, tools, equipment and incidentals required to perform all structure and foundation excavation and backfill operations necessary to achieve the specified grades and elevations shown in the Design Plans and Drawings.

Non-granular soils are select clayey sands (SC) present at the site. There are no clay soils (CL) known to exist at the site, but should they be encountered, they would also fall under this classification. The non-granular soils will be used for the following:

- Backfilling areas which are over excavated
- Constructing the floor and side slope foundation layer, and the leachate sump and leachate pond foundation layer
- Constructing other structural fills at the landfill
  - South perimeter berm construction (granular soils may also be used)
  - Leachate pond embankment construction (granular soils may also be used)
  - Leachate conveyance pipe trench backfill
  - Culvert backfill
  - Anchor trench backfill.

Granular soils will be used for the operational layer over the floor liner system, pipe, riprap, and culvert bedding, and leachate sump backfill. Granular soils may also be used for structural fill in the south perimeter berm and leachate pond embankments.

1.02 REFERENCES

ASTM D1557: Standard Test Method for Moisture Density of Relations of Soils and Soil-Aggregate Mixtures using 10 pound Hammer and 18 inch drop.

ASTM D2216: Standard Test Method for Laboratory Determination of Water (moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures.

ASTM D2487: Standard Test Method for Classification of Soils for Engineering Purposes.

ASTM D6938: Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

ASTM D5084: Triaxial Machine Permeability Test

ASTM D2434: Rigid Wall Permeability Test

“Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill,” Souder, Miller & Associates, February 2016 .

1.03 SUBMITTALS

- Two 5-gallon unspecified structural fill samples per source.

- Two 5-gallon foundation layer soil samples per source
- Two 5-gallon operations layer soil samples per source

PART 2 - MATERIALS

2.01 UNSPECIFIED STRUCTURAL FILL

Unspecified Structural Fill consists of mineral soil, substantially free from organic materials, loam, wood, trash and other objectionable materials that may be compressible or that cannot be properly compacted. Unspecified Structural Fill shall not contain stones larger than 12 in. in any dimension, broken concrete, masonry rubble, or other similar materials. If Unspecified Structural Fill is used to construct leachate holding pond embankments, the fill shall not contain stones larger than 4 in. in any dimension, broken concrete, masonry rubble, or other similar materials. In order to meet the maximum aggregate size requirements, the material may be mechanically screened to remove large rocks. Alternatively, manual removal of rocks during placement may be conducted. Snow, ice, and frozen material shall not be permitted in areas designated as Structural Fill. All materials intended for use shall be approved by the CQAE prior to placement.

2.02 FOUNDATION LAYER SOIL

Soils used for construction of the required liner foundation layer will be taken from onsite stockpiles or directly from excavation areas for subsequent landfill construction. In order to meet the maximum aggregate size requirements of 4 inches for the foundation layer soil, the material may be mechanically screened to remove large rocks. Alternatively, manual removal of rocks during placement may be conducted. All soils used in floor or side slope foundation layer construction shall be compacted according to the Design and Construction Plans.

2.03 GRANULAR MATERIALS

Granular Materials include riprap, pipe bedding, operations layer material, and gravel, and are also referred to herein as non-cohesive soils. Generally the acceptance criteria for granular materials are found in the relevant specification sections and are based on particle size and visual observation. Non-cohesive materials must be inert and stable. Material that does not meet these criteria will be rejected. Commercially available aggregate in Gunnison County is typically silica and quartz-based; however, the CQAE will require testing for carbonate content in accordance with ASTM D4373 in the event that soluble materials are suspected to be present in the aggregate.

Granular Materials may also be used to construct the south perimeter berm and leachate holding pond embankments. Maximum aggregate size for this fill shall be 12 inches for the berm and 4 inches for the leachate pond embankments. In order to meet the maximum aggregate size requirements, the material may be mechanically screened to remove large rocks. Alternatively, manual removal of rocks during placement may be conducted.

PART 3 - EXECUTION

3.01 EXCAVATION BASE REQUIREMENTS

The excavation base shall be free of loose, saturated, or frozen soils, pooled water, and unstable materials prior to acceptance by the CQAE. Proof-rolling with heavy equipment will be performed to identify any areas of undesirable material or soft soils and will be observed by the CQAE and/or the Soil Testing Laboratory.

Where unacceptable excavation base surface conditions exist, the surface will be re-rolled or over excavated to reduce the impact of such conditions. When over excavated, the resulting depression will be backfilled with structural fill conforming to Section 3.02.

3.02 COMPACTED FOUNDATION LAYER FOR FLOOR AND SIDE SLOPES

The final thickness of the compacted floor and side slope foundation layer shall be a minimum of 0.5 foot when measured normal to the excavation floor and side slope surfaces, respectively. The material shall be placed in lifts not to exceed 8 inches loose thickness.

Prior to placement of the geosynthetic clay liner (GCL), the CQAE shall observe proof rolling of the compacted foundation layer to verify adequate compaction. In addition, the final surface of the floor and side slopes shall be smoothed by compaction with a flat wheel drum or other suitable compactor in order to provide a well-draining surface, free of protrusions that could damage the overlying GCL.

The soils will be compacted to the density specified in the CQAQC Plan. Moisture content specifications will be met for all soils. Moisture will be maintained within plus or minus 4 percent of optimum moisture content. When moisture content is outside of these limits, measures will be taken to bring the moisture content within the specification. However, moisture content will not be used as the sole criterion for rejection of the liner foundation. Table 02222 – 1 following Section 3.07 summarizes requirements.

Foundation layer fill shall be placed with emphasis on the following:

- Segregation and removal of unsuitable material.
- Removal of boulders, stumps, and roots.
- Removal of structurally weak material (i.e., organic debris and soils that classify as silt (ML under the Unified Soil Classification System).

Field densities and moisture contents will be measured in areas where non-granular compacted soil has been placed in order to document that the in-place soils are in conformance with the required specifications.

Any backfilling and/or placement of foundation layer fill will be accomplished in accordance with the following requirements:

- Observed stones greater than 4 inches in any dimension will be removed from this material by mechanically screening the soil or manual removal during soil homogenizing and moisture conditioning.

- No frozen soils will be used for backfilling. Any frozen soils in the compaction work area will be removed.
- The loose thickness of layers for soil compaction shall not exceed 8 inches.
- Compaction will be performed on properly homogenized and moisture conditioned soil so as to accomplish continuous and complete layer bonding and continuity of all soil construction joints on waste disposal area bottoms and side slopes. The maximum clod size shall be 4 inches in any dimension.
- Unacceptable density or moisture content will be reported immediately to the CQAE by the Soils Testing Laboratory. Corrective action will consist of moisture conditioning of the soil and/or additional compactive effort as necessary.

3.03 OPERATIONS LAYER

The operations layer is intended to be constructed of relatively permeable material such as sandy or gravelly soil. There is no specific gradation specification for the operations layer except that the maximum particle size shall be 4 inches in any dimension. The CQAE shall approve the materials used. Placement of the operations layer shall not result in damage to underlying liner components.

3.04 OTHER STRUCTURAL FILL

Granular or mixed materials (that is containing both cohesive and non-cohesive material) may also be used for construction of the south perimeter berm or leachate pond embankments. The material must be free of stones greater than 4 inches or 12 inches (leachate holding pond embankments or south perimeter berm, respectively) in any dimension, organic material, and frozen materials, and the material must be approved by the CQAE prior to use as structural fill. Any backfilling and/or placement of these soils for other structural fill will be accomplished in accordance with the following requirements:

- Observed stones greater than 4 inches/12 inches in any dimension will be removed from this material by mechanically screening the soil or manual removal during placement.
- No frozen soils will be used for backfilling. Any frozen soils in the compaction work area will be removed.
- The loose thickness of layers for soil compaction for the perimeter berm shall not exceed 12 inches. The loose thickness of layers for soil compaction for leachate holding pond embankments shall not exceed 8 inches.
- Compaction will be performed on properly homogenized and moisture conditioned soil so as to accomplish continuous and complete layer bonding and continuity of all soil construction joints on waste disposal area bottoms and side slopes.

In the absence of other compaction specifications, granular or mixed fill material shall be proof rolled to the CQAE's satisfaction. Unacceptable proof rolling results will be reported immediately to the CQAE by the Soils Testing Laboratory. Corrective action will consist of moisture conditioning of the soil and/or additional compactive effort as necessary. Each lift shall be proof rolled with rubber tired equipment exerting a minimum of 50 psi on the compacted soil surface. Deflection under the tires shall be less than 1 inch, or as determined by the CQAE, for acceptance.

3.05 LEACHATE POND EMBANKMENTS

When leachate pond embankments are constructed using Unspecified Structural Fill, the soil shall be placed in loose 8-inch maximum lifts and compacted to a minimum of 90% of maximum modified Proctor dry density at ± 4% of optimum moisture content. Prior to constructing the embankments, the area beneath the embankments shall be scarified, compacted, and proof-rolled to the satisfaction of the CQAE.

3.06 ANCHOR TRENCH BACKFILL

Unspecified Structural Fill used for backfilling of anchor trenches shall be moisture conditioned and wheel rolled or compacted with a hand operated compactor in the anchor trench to the satisfaction of the CQAE. Maximum aggregate size for anchor trench backfill shall be 4 inches. Care shall be taken not to damage the liner during compaction of the soils. The CQAE shall observe all compaction operations in the anchor trench. There are no prescribed quantitative tests for this material; however, at the discretion of the CQAE, laboratory and field testing may be requested to assess moisture content, density, and grain size distribution.

3.07 LEACHATE CONVEYANCE PIPE BACKFILL

The top two feet (minimum) of the leachate conveyance pipe backfill shall be constructed using Unspecified Structural Fill placed in loose 8-inch maximum lifts and compacted to a minimum of 92% of maximum modified Proctor dry density at ± 4% of optimum moisture content.

Placement of Unspecified Structural Fill as backfill in the trench, below the top two feet, shall be conducted in such a manner to minimize voids and to insure that the compaction specification can be met with the overlying material. The Contractor shall propose a compaction method for these soils below the top two feet for acceptance by the CQAE; however, the Contractor shall be responsible for achieving the compaction and moisture compaction requirement for the top two feet of backfill in the trench irrespective of the method used on the lower fill.

Table 02222-1: Non-Granular Soil Compaction/Moisture Specifications

Fill Type	***Compaction/Moisture Specification***
Excavation Base (over excavation backfill)	92% ASTM D1557 @ ± 4% of optimum moisture content
South Perimeter Berm	
Foundation Layer	
Leachate Conveyance Pipe Trench Backfill	
Culvert Backfill	
Leachate Pond Embankments	90% ASTM D1557 @ ± 4% of optimum moisture content
Anchor Trench Backfill	NA

END OF SECTION

SECTION 02223 TRENCHING AND BACKFILL

PART 1 – GENERAL

1.01 SCOPE OF WORK

Furnish all labor, material, tools, equipment, and incidentals required to perform trench excavation and backfill operations necessary to achieve the specified grades and elevations shown in the Plans and Design Drawings. Review with the Design Engineer the location, limits, and methods to be used prior to commencing work under this section.

1.02 REFERENCES

ASTM D1557: Standard Test Method for Moisture Density of Relations of Soils and Soil-Aggregate Mixtures using 10 pound Hammer and 18 inch drop.

ASTM D2216: Standard Test Method for Laboratory Determination of Water (moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures.

ASTM D2487: Standard Test Method for Classification of Soils for Engineering Purposes.

ASTM D6938: Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

“Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill,” Souder, Miller & Associates, February 2016 .

1.03 SUBMITTALS

Two 5-gallon samples of bedding material.

PART 2 – MATERIALS

2.01 PIPE BEDDING

Pipe bedding shall be constructed for culverts and leachate conveyance pipes outside the lined area. Pipe bedding shall consist of granular material conforming to the specifications in Table 02223-1. These specifications shall be verified by conducting a minimum of one test per source of pipe bedding used in this construction. Pipe bedding material shall be approved by the CQAE.

Table 02223-1: Pipe Bedding

Sieve Size	*Mass Percent Passing Square Mesh Sieves*
3/4-inch	100
3/8-inch	>90
No. 4	>45
No. 100	<10
No. 200	<5

2.02 STRUCTURAL FILL

Granular or mixed materials (that is containing both cohesive and non-cohesive material) may be used for pipe trench backfill. The material must be free of stones greater than 4 inches in any dimension, organic material, and frozen materials, and the material must be approved by the CQAE prior to use as structural fill.

2.03 TOPSOIL

This material shall be capable of supporting the specified vegetation. Topsoil is poorly developed at the site and may require amendment to serve the intended purpose of reclamation.

PART 3 - EXECUTION

3.01 EXCAVATION

Trenches shall be excavated to the dimensions and alignments shown in the Plans and Design Drawings. Minimum bottom trench width shall be adequate to allow use of portable compaction equipment around the pipe. To the extent possible, the trench invert shall slope uniformly in accordance with the Plans and Design Drawings.

Any material not suitable for backfill shall be stockpiled by the Contractor, as directed by the CQAE, for disposal by the County. The Contractor may not excavate more trench than can be completely backfilled at the end of the working day after installation of the pipe. All excavation shall be made in accordance with relevant safety standards.

3.02 BACKFILL

Pipe bedding for the leachate conveyance pipe and culverts shall be placed and compacted (maximum of 8 inch lifts) using a vibratory compactor, as required. The depth of bedding shall be as shown in the Plans and Design Drawings. This bedding material shall provide continuous support for the pipe and be well-compacted and free of rocks and other debris.

The trench shall then be backfilled with structural fill, placed and compacted in 8 to 12-inch thick lifts using mechanical compaction equipment.

Any excessively dry or wet soil will be homogenized and moisture-conditioned and/or removed before placement or compaction of additional lifts. Frozen material shall not be used as fill material. Fill material shall not be placed on frozen subgrade.

3.03 COMPACTION

Non-granular backfill shall be placed in 8-inch loose lifts and shall be compacted to a minimum of 92 percent maximum modified Proctor dry density, unless noted otherwise in the plans. Granular backfill shall be compacted using a vibratory compactor as required. Granular materials shall be rolled in-place to achieve a compacted density to the satisfaction of the CQAE.

After completion of the work, or when so ordered by the CQAE, that portion of material remaining on stockpile areas which may be spoiled on those areas, shall be rough graded to the elevations established by the Design Engineer. The topsoil, when so ordered, shall then be evenly spread over the rough graded areas from which it was removed.

3.04 FINISH GRADING

All areas covered by the work, including excavated and filled sections, shall be uniformly back bladed to the finished ground elevations. The finish surface shall be reasonably smooth and free of irregularities and shall provide a presentable and well-drained area.

Excess backfill material shall be stockpiled on site as directed by the CQAE and Owner.

END OF SECTION

SECTION 02370 RIPRAP

PART 1 - GENERAL

1.01 SCOPE OF WORK

The work of this Section shall include grading and installation of riprap and bedding placed at the locations shown on the Plans

1.02 REFERENCES:

"Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill," Souder, Miller & Associates, February 2016

ASTM C 535: Abrasion Resistance By Los Angeles Machine

ASTM D2938: Standard Test Method for Unconfined Compressive Strength of Intact Rock Core Specimen

AASHTO T85: Specific Gravity by Bulk-Saturated, Surface-Dry Basis

ASTM D5312: Standard Test Method for Evaluation of Durability of Rock for Erosion Control Under Freezing and Thawing Conditions

AASHTO T180 or ASTM D1557: Modified Proctor Method

PART 2 –MATERIALS

2.01 RIPRAP

Riprap shall comply with the specifications detailed in Table 02370-1. No specific testing of this material is required. However, the CQAE shall require testing of the material as appropriate in the event that there is any indication that the material does not meet the specifications. The performance of these materials is assured by post-closure financial assurance and their performance is readily judged by surface inspection. The stone shall have a minimum specific gravity of 2.5. Material used for riprap may be approved by the Design Engineer, if, by visual inspection, it is determined to be sound and durable. The Design Engineer may require the Contractor to furnish laboratory results, if, in the Design Engineer's opinion, the material is marginal or unacceptable. At the request of the Design Engineer, the Contractor shall furnish laboratory test results indicating that the material meets the requirements of this specification. Riprap and bedding materials used shall be the type designated on the Plans and Design Drawings and shall conform to the following:

Table 02370-1: Riprap Requirements

Rip Rap Designation	*% Smaller by Weight*	*Intermediate Rock Dimension (in)*	*D_{50} (in)**
Type VL	70-100 50-70 35-50 2-10	12 9 6 2	6
Type L	70-100 50-70 35-50 2-10	15 12 9 3	9
Type M	70-100 50-70 35-50 2-10	21 18 12 4	12
Type H	100 50-70 35-50 2-10	30 24 18 6	18
Type VH	100 50-70 35-50 2-10	42 33 24 9	24

*D_{50} = Mean equivalent spherical diameter

The riprap designation and total thickness of riprap shall be as shown on the Plans and Design Drawings. The maximum stone size shall not be larger than the thickness of the riprap. Neither width nor thickness of a single stone of riprap shall be less than 1/2 of its length. Each load of riprap shall be reasonably well graded from the smallest to the largest size specified. Stones smaller than the 2 to 10 percent size will not be permitted in an amount exceeding 10 percent by weight of each load. Control of gradation will be by visual inspection by the CQAE.

Broken concrete pavement shall be acceptable for use in the work, with approval by the Engineer. Rounded river rock may be used if sized up at the Design Engineer's direction.

2.02 TYPE II BEDDING

A thickness of 12-inches of Type II granular bedding shall be installed for all riprap. Granular bedding for riprap shall conform to the specification detailed in Table 02370-2. These specifications shall be verified by conducting a minimum of one test per source of granular bedding used in this construction.

Table 02370-2: Type II Riprap Bedding

Sieve Size	*Mass Percent Passing Square Mesh Sieves*
3-inch	90-100
¾-inch	20-90
No. 4	0-20
No. 200	0-3

Granular bedding designation and total thickness of bedding shall be as shown on the Plans and Design Drawings.

PART 3 - EXECUTION

3.01 INSTALLATION PREPARATION

Channel slopes or channel bottoms that are to be protected with riprap shall be free of brush, trees, stumps, and other objectionable material and be graded to a smooth compacted surface and proof-rolled to the CQAE's satisfaction. The Contractor shall excavate areas to receive riprap to the subgrade for granular bedding. After an acceptable subgrade for granular bedding material is established, the bedding shall be immediately placed, compacted to the CQAE's satisfaction with vibratory compaction equipment, and leveled to the subgrade elevation. Immediately following compaction, the riprap shall be placed. In place bedding materials shall not be contaminated with soils, debris, or vegetation before the riprap is placed. If contaminated, the bedding material shall be removed and replaced at the Contractor's expense.

3.02 PLACEMENT

Following acceptable placement of granular bedding, riprap placement shall commence as follows:

- Machine Placed Riprap: Riprap shall be placed on the prepared slope or channel bottom areas in a manner which will produce a reasonably well-graded mass of stone with the minimum practicable percentage of voids. Riprap shall be machine placed unless otherwise stipulated in the Plans and Design Drawings or Specifications.
- When riprap is placed on slopes, placement shall commence at the bottom of the slopes working up the slope. Place the riprap in a stepped fashion with the bottom of the uphill riprap below the top of the downhill riprap by half of the height of the riprap minimum.
- The entire mass of riprap shall be placed on either channel slopes or bottoms so as to be in conformance with the required gradation mixtures and to lines, grades, and thickness shown on the Plans and Design Drawings. Riprap shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the underlying filter material. Placing of riprap in layers, or by dumping into chutes, or by similar methods shall not be permitted.

- All material going into riprap protection for channel slopes or bottoms shall be so placed and distributed that there will be no large accumulations of either the larger or smaller sizes of stone. Some hand placement may be required to achieve this distribution.
- It is the intent of these Specifications to produce a fairly compact riprap protection in which all sizes of material are placed in their proper proportions. Unless otherwise authorized by the County or CQAE, the riprap protection shall be placed in conjunction with the construction of the embankment or channel bottoms with only sufficient delay in construction of the riprap protection, as may be necessary, to allow for proper construction of the portion of the embankment and channel bottom which is to be protected. The Contractor shall maintain the riprap protection until accepted. Any material displaced for any reason shall be replaced to the lines and grades shown on the Plans and Design Drawings at no additional cost to the County. If the bedding materials are removed or disturbed, such material shall be replaced prior to replacing the displaced riprap.
- Hand Placed Riprap: Hand placed riprap shall be performed during machine placement of riprap and shall conform to all the requirements of the letter and intent of this Specification. Hand placed riprap may also be required when the depth of riprap is less than 2 times the nominal stone size, or when required by the Plans and Design Drawings or Specifications.
- After the riprap has been placed, hand placing or rearranging of individual stones by mechanical equipment shall be required to the extent necessary to secure a flat uniform surface and the specified depth of riprap, to the lines and grades as shown on the Drawings.

END OF SECTION

SECTION 02610 CULVERTS

PART 1 - GENERAL

1.01 SCOPE OF WORK

Furnish and install as shown on the plans.

1.02 REFERENCES

ASTM D2412: "Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading"

ASTM D3350: "Standard Specification for Polyethylene Plastics Pipe and Fittings Materials"

ASTM D2321: "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications"

ASTM F477: "Standard Specification for Elastomeric Seals for joining Plastic Pipe"

AASHTO M252: Corrugated Polyethylene Drainage Pipe

AASHTO M294: Polyethylene Pipe Material Specification

AASHTO MP7: Standard for the Manufacture of Thermoplastic Pipe

Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction, 2011.

"Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill," Souder, Miller & Associates, February 2016

Requirements for test methods, dimensions, and markings are those found in AASHTO Designations M252 and M294.

1.03 SUBMITTALS

Contractor shall submit culvert material cut sheets to the Design Engineer, allowing 14 calendar days for review. Contractor shall not order materials without Engineer approval of cut sheets.

Contractor shall submit bedding sieve gradation to the Design Engineer, allowing 14 calendar days for review. The CQAE shall inspect each load of bedding material. If the CQAE determines that the material is not in substantial conformance with the submitted gradation, the Contractor shall provide additional sieve analysis at no cost to the County. Material deemed by the Engineer to be non-conforming shall be removed and disposed of at the Contractor's sole expense.

A manufacturer's certification that the product was manufactured, tested and supplied in accordance with this specification shall be furnished to the CQAE.

PART 2 - MATERIALS

2.01 CORRUGATED PLASTIC PIPE WITH SMOOTH INTERIOR WALLS

Culvert pipe used on the project shall be high density polyethylene corrugated pipe with an integrally formed smooth interior and hydraulic characteristics, ADS N-12 or equivalent, as specified in the Design Plans.

Pipe and fittings shall be made of polyethylene compounds, which meet or exceed the requirements of Type 111, Category 4 or 5, Grade P33 or P34, Class C per ASTM D1248 with the applicable requirements defined in ASTM D1248. Clean reworked material may be used.

Joints shall be made with split couplings, corrugated to engage the pipe corrugations, and shall engage a minimum of 4 corrugations, two on each side of the pipe joint. A neoprene gasket shall be utilized with each coupling to provide a soil-tight joint. The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Corrugated fittings shall be either molded or fabricated by the manufacturer. Fittings supplied by manufacturers other than the supplier of the pipe shall not be permitted without the approval of the CQAE.

2.02 CULVERT BEDDING MATERIAL

Bedding material shall have the gradation shown in Table 02223-1 and shall meet the requirements of Section 02222.

PART 3 – EXECUTION

3.01 DELIVERY, HANDLING AND STORAGE

Per manufacturer's recommendation.

Pipe shall not be dropped during unloading. Handling shall be by hand or by nylon lifting straps. If straps are used, two pick points shall be used.

3.02 CORRUGATED PLASTIC PIPE WITH SMOOTH INTERIOR WALLS

Installation shall be in accordance with ASTM Recommended Practice D2321 or as specified by the CQAE. Construction methods shall be as outlined in Sections 603.03, 603.04, 603.06, 603.09 and 603.10 of the Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction, 2011. Joints in sections of conduit shall be clean and free of foreign matter. Gaskets shall be lubricated in accordance with the manufacturer's recommendation.

3.03 CULVERT TRENCHING

Trenches shall be excavated to the dimensions and alignments shown in the Plans and Design Drawings. Trench width shall be adequate to allow vibratory compaction equipment to operate efficiently, and wide enough to allow density readings of compacted bedding and backfill materials. The trench invert shall slope uniformly in accordance with the Plans and Design Drawings.

The Contractor may not excavate more trench than can be completely backfilled after installation of the pipe. Excavations shall not be left open overnight.

All excavation shall be open cut ditch unless otherwise approved by the CQAE.

3.04 CULVERT BEDDING

Pipe bedding shall be placed as shown in the Plans, and compacted in 8-inch (maximum) lifts to the Engineer's satisfaction.

3.05 CULVERT BACKFILL

Soil used as the backfill material above the bedding shall be approved by the CQAE and shall be compacted to a minimum of 92% of maximum modified Proctor dry density at ± 4% of optimum moisture content. The soil shall be compacted in lifts not greater than 8 inches thick (loose). The soil shall extend above the pipe to the recommended minimum height of cover. At least one moisture density test shall be conducted per lift of soil per culvert installation.

Culverts shall be placed based on elevations specified on the Construction Drawings or as otherwise indicated by the CQAE based on field conditions.

END OF SECTION

SECTION 02620 GEOCOMPOSITE DRAINAGE MATERIAL

PART 1 - GENERAL

1.01 SCOPE OF WORK

This Section of the specifications applies to geocomposite drainage material used in the construction of the landfill leachate collection and removal system. All materials used shall meet the requirements of this specification, and all work shall be performed in accordance with the procedures provided herein and the contract drawings.

1.02 REFERENCES AND DEFINITIONS

"Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill," Souder, Miller & Associates, February 2016

For the purposes of this specification guideline, the following terms are defined below:

Geocomposite Drainage Material: The geocomposite drainage material shall consist of HDPE geonet each side of which is laminated to a 6-oz/yd^2 non-woven geotextile fabric. The geonet is made by extruding two sets of HDPE strands together to form a diamond shaped net. The geocomposite used for this project shall be FabriNet HF or equal. Prior to using an alternate geocomposite, the Installer must furnish independent test results demonstrating that the proposed alternate material meets all requirements of the specifications. The Installer also must obtain prior approval of the alternative geocomposite by the CQAE.

Overlap: Where two adjacent geotextile panels contact, the distance measuring perpendicular from the overlying edge of one panel to the underlying edge of the other.

1.03 SUBMITTALS

Prior to transporting any geocomposite to the site, the Contractor shall submit the following documentation on the geocomposite to the CQAE.

- One 8-inch by 10-inch sample of the geocomposite to be used on the project.
- A copy of the product specification sheet listing all test methods and property values as identified in Table 02620-1.
- Copies of quality control certificates issued by the raw material supplier.
- Results of tests conducted to verify the quality of the resin used to manufacture the geocomposite rolls assigned to the project.
- Certification that no post-consumer reclaimed polymer is added to the resin during the manufacture of the geocomposite used in this project.

The Contractor shall also submit to the CQAE copies of quality control certificates issued by the geotextile manufacturer for the geotextile component of the geocomposite. The certificates shall include roll number and identification. All documentation provided by the Contractor and Manufacturer shall be included in the final construction documentation reports.

PART 2 - MATERIALS

2.01 MATERIALS

The geocomposite shall substantially comply with the properties shown in Table 02620-1. The minimum acceptable dimensions of full-size geocomposite panels shall be 250 feet long by 14 feet wide. Short rolls (less than 250 feet but greater than 70 feet) may be supplied at a rate no greater than three rolls per truckload or three rolls per 36,000 ft^2 of geocomposite, whichever is less. The length of all short rolls shall be clearly marked on the outer packaging.

Table 02620-1: Geocomposite Drainage Material

Property	***Test Method***	***Required Value***	***Minimum Test Frequency***
Geonet/Geotextile Resin Component:			
Resin Density	ASTM D1505	0.94 g/cm^3 min.	1 per resin batch
Resin Melt Flow Index	ASTM D1238	1.0 g/10 min. max.	
Geonet Component:			
Density	ASTM D1505	0.94 g/cm^3 min.	1/100,000 ft^2, min. 1 per resin batch
Thickness	ASTM D5199	250 mil	
Carbon Black Content	ASTM D4218	2%	
Tensile Strength	ASTM D5035/D7179	55 ppi	
Geotextile Component:			
Mass per Unit Area	ASTM D5261	6 oz/sy	1/100,000 ft^2, min. 1 per resin batch
Grab Strength	ASTM D4632	160 lb.	
Puncture Strength	ASTM D4833	90 lb.	
Permittivity	ASTM D4491	1.5 sec^{-1}	1/500,000 ft^2, min. 1 per resin batch
Apparent Opening Size	ASTM D4751	No. 70 sieve	
UV Resistance	ASTM D4355	70% retained after 500 hrs.	1 per resin batch
Geocomposite:			
Transmissivity	ASTM D4716	2.4 gal/min/ft	1/500,000 ft^2, min. 1 per resin batch
Ply Adhesion	ASTM D7005	1.0 ppi	1/50,000 ft^2, min. 1 per resin batch

2.02 PRODUCT LABELING

The geocomposite shall be supplied in rolls wrapped in protective covers and labeled with the following information:

- Manufacturer's name
- Product identification
- Roll number
- Roll dimensions.

PART 3 - EXECUTION

3.01 SHIPPING AND HANDLING

Delivery, handling, replacement, and repair criteria specified for geotextiles in Section 02070 also apply to geocomposite drainage material.

3.02 PLACEMENT

The surface shall be cleaned and free of excess dirt and debris prior to the placement of the geocomposite. The Contractor and/or the Installer shall handle all geocomposite in such a manner as to insure it is not damaged in any way. Precautions shall also be taken to prevent damage to underlying liner layers during placement of the geocomposite as follows:

- The geocomposite roll should be installed in the direction of the slope. The tri planar geonet directs flow predominately in the machine direction (along the roll length) and thus should be installed in the intended direction of flow or as specified by the CQAE.
- On long, steep slopes, special care shall be taken so that only full length rolls are used at the top of the slope.
- In the presence of wind, all geocomposite shall be weighted with sandbags or the equivalent. Such sandbags shall be installed during placement and shall remain until replaced with cover material. Sandbags shall be supplied and filled by the Installer. Fill shall be on-site material.
- If necessary, to minimize wrinkles, the geocomposite panels shall be positioned by hand after being unrolled.

The geocomposite shall be properly anchored in the anchor trench to resist sliding. Anchor trench compacting equipment shall not come into direct contact with the geocomposite.

If there are any obstructions (such as outlet pipes or monitoring wells) while deploying the geocomposite drainage net, the geocomposite shall be cut to fit around the obstruction. Care should be taken insure that there is no gap between the obstruction and the geocomposite. The geocomposite should be cut in a way that the lower geotextile and geonet core is in contact with the obstruction and the upper geotextile has an excess overhang. There must be enough of the upper geotextile to be able to tuck the upper geotextile back under the geonet to protect the exposed geonet core. This will prevent any soil particles from migrating into the geonet core flow channels.

3.03 SEAMING

Each component of the geocomposite (geotextiles and geonet core) will be secured or seamed to the like component at overlaps.

- Adjacent panels shall be overlapped a minimum of 4 inches and the geonet fastened together with contrasting color plastic fasteners, placed at 5-foot intervals
- Adjoining geocomposite rolls (end to end) along the roll width shall be shingled down in the direction of the slope, with the up gradient roll overlapping the down gradient roll a minimum of 12 inches across the roll width. Geonet shall be tied every 12 inches across the roll width and every 6 inches in the anchor trench or as specified by the CQAE.
- The top layers of geotextiles shall be sewn together, or at the discretion of the CQAE, may be heat bonded together. Geotextiles shall be overlapped a minimum of 4 inches prior to seaming or heat bonding. The seam shall be a Prayer, "J" or Butterfly, two thread, double lock stitch or a double row of single thread, chain stitch. If heat bonding is to be used, care must be taken to avoid burn through of the geotextile. It is important that the geotextiles be joined continuously along the roll as to prevent any soil particle migration into the geonet core flow channels. Spot seaming shall not be allowed.
- Geotextile cap strips shall be a minimum 2 feet in width, thermally bonded to the geotextile component of the geocomposite.
- Cap strips shall be placed over any exposed edges of geocomposite.

3.04 DAMAGE REPAIR

The deployed geocomposite will be visually observed and documented by the CQAE for identification of defects, rips, tears, and damaged areas. The surface of the geocomposite will be clean at the time of observation.

Each location which fails observation will be marked by the CQAE and repaired by the Installer. Each repair will be reviewed, numbered, and logged by the CQAE.

Any rips, tears, or damaged areas in the geocomposite will be reported to the CQAE and repaired by the Installer. Repairs shall be made using a patch from the same geocomposite secured in place with a 12-inch minimum overlap in all directions. The patch will be secured with approved ties every 6 inches. If the rip or tear width across the roll in more than 50% of the roll width, the damaged area shall be cut out and the two segments of the geocomposite shall be joined as specified in Section 3.03.

Equipment that could potentially damage the geocomposite shall not be allowed to travel directly on it. The specified fill material shall be placed and spread utilizing vehicles with a low ground pressure (LGP). The cover soil shall be placed on the geocomposite from the bottom of the slope proceeding upwards and in a manner which prevents instability of the cover soil or damage to the geocomposite. Placement of the cover soil shall proceed immediately following placement and inspection of the geocomposite. Unless otherwise specified by the CQAE, all equipment for spreading fill material overlying the geocomposite shall comply with the specifications in Table 02620-2.

Table 02620-2: Allowable Equipment Ground Pressure for Working on Top of Geocomposite

Maximum Equipment Ground Pressure (psi)	Minimum Separation Thickness (in)
< 5	12
5 to 10	24
> 10	36

Placement of the initial lift placed over the geocomposite must be performed in a manner that does not damage the geocomposite.

If there will be an extended time delay between placement of the geotextiles and the start of the installation of the overlying material, the Contractor/Installer shall make provisions, approved in advance, to protect the geotextile against excessive exposure to ultraviolet radiation.

END OF SECTION

SECTION 02660 HIGH DENSITY POLYETHYLENE (HDPE) LINER CONSTRUCTION

PART 1 – GENERAL

1.01 SCOPE OF WORK

This Section deals with the manufacture and installation of the 60-mil thick textured HDPE geomembrane to be used in the leachate sump and leachate pond liner system. The HDPE will be installed over the prepared foundation layer and GCL.

1.02 REFERENCES AND DEFINITIONS

"Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill," Souder, Miller & Associates, February 2016

Geosynthetic Research Institute: "GRI Test Methods GM6 and GM13"

1.03 SUBMITTALS

Prior to delivery of any geomembrane rolls to the site, the Geomembrane Manufacturer will provide the CQAE with the following information:

- The resin supplier, supplier location, and brand name.
- Any test results conducted by the geomembrane and/or resin manufacturer to document the quality of the resin used in the geomembrane fabrication.
- The quality control plan that the Geomembrane Manufacturer will be using for the geomembrane being supplied.

A panel layout drawing will be prepared by the Installer and provided to the CQAE at least ten days prior to installation of the geomembrane.

PART 2 - MATERIALS

2.01 MATERIALS

Every roll of HDPE geomembrane delivered to the site must be manufactured and inspected by the Geomembrane Manufacturer according to the following requirements:

- The polyethylene (PE) resin shall contain no more than two percent recycled polymer by weight. Recycled polymer shall be limited to material generated within the Geomembrane Manufacturer's plant and from the same grade and type defined in this plan.
- The geomembrane must contain no more than one percent by weight additives, fillers, or extenders, excluding carbon black.
- The geomembrane must have no striations or roughness (inconsistent with the texture), pinholes, or bubbles on the surface.
- The geomembrane must be free of holes, blisters, undispersed raw materials, or any other sign of contamination by foreign matter.

The Geomembrane Manufacturer will perform the tests listed in Table 02660-1 at the stated frequencies, and will report the results to the CQAE. The Geomembrane Manufacturer will

provide certification based on tests performed by the Geomembrane Manufacturer's laboratory, or other outside laboratory contracted by the Geomembrane Manufacturer, that the geomembrane supplied under this plan will substantially comply with the specifications listed in Geosynthetics Research Institute (GRI) method GM13.

Table 02660-1: 60-mil Textured HDPE Geomembrane Material Properties

Property	***Test Method***	***Required Value***	***Minimum Test Frequency***
Geomembrane Manufacturer QA Testing			
Thickness (minimum average)	ASTM D5994	57 mil	1/100,000 ft^2, min. 1 per resin batch
Asperity Height	ASTM D7466	18 mil	
Tensile Properties (min., each direction)			
Yield Strength	ASTM D6693, Type IV Dumbell, 2 ipm	126 ppi	1/100,000 ft^2, min. 1 per resin batch
Break Strength		90 ppi	
Elongation at Yield		12%	
Elongation at Break		100%	
Resin Density	ASTM D1505/D792	0.93 g/cm^3 min.	1 per resin batch
Resin Melt Flow Index	ASTM D1238	1.0g/10 min. max.	
Oxidative Induction Time (OIT)	ASTM D3895	100 min.	
Carbon Black Content	ASTM D1603	2-3%	1/100,000 ft^2, min. 1 per resin batch
Carbon Black Dispersion	ASTM D5596	9 in Category 1 or 2, 1 in Category 3	
Puncture Resistance	ASTM D4833	90 lb. min.	
Tear Resistance	ASTM D1004	42 lb. min.	

PART 3 – EXECUTION

3.01 SHIPPING AND HANDLING

Transportation of the geomembrane rolls to the job site is the responsibility of the Geomembrane Manufacturer. All onsite handling is the responsibility of the Installer. The geomembrane will be protected during shipment from excessive heat or cold, puncture, cutting, or other damaging or deleterious conditions. Upon arrival, the Installer shall inspect all materials for defects in the manufacturing process and for damage during transportation. Materials judged by the CQAE to

be severely damaged shall be rejected and removed from the site. Minor damage and defects shall be repaired by the Installer.

Geomembrane rolls will be stored onsite in a manner that prevents ultraviolet exposure prior to installation.

The Installer will be responsible for making certain that the manufacturer, type, and thickness of each roll in a shipment are correct. The CQAE will also maintain a log of geomembrane roll deliveries throughout the construction process. This log shall include, at a minimum, the following:

- Manufacture date.
- Date of receipt at the site.
- Roll and lot batch numbers.

3.02 PLACEMENT

The Earthwork Contractor and Installer will be responsible for preparing the subgrade and HDPE, respectively, according to the Design Plans and Drawings, these specifications, and the CQAQCP.

After the underlying surface has been accepted by the Installer and CQAE, it will be the Installer's responsibility to report to the CQAE any change in that surface that may require repair work. The supporting surface will be examined by the Installer and the CQAE to evaluate the surface conditions immediately prior to placement of the HDPE geomembrane. The CQAE and Installer shall document in the daily report that the foundation layer surface condition/GCL is compatible with the geosynthetics to be installed. All observations by the CQAE and Installer shall be documented in writing.

Geomembrane placement will not be conducted at ambient temperatures below 40ºF (unless approved by the manufacturer and the CQAE), during precipitation or fog, in ponded water, or during excessive winds. Where adjacent or transverse panels are seamed, temperature effects on these panels should be taken into account to reduce the problem of "fish mouths" which may be encountered in the seaming process.

The CQAE will document the following:

- The equipment used does not damage the geomembrane by handling, heat, leakage of hydrocarbons, or by any other means.
- The prepared surface for the geomembrane has not deteriorated since previous acceptance.
- Underlying GCL has not been prematurely hydrated.
- Personnel working on geomembranes do not smoke, wear damaging clothing, or engage in activities that would damage the geomembrane.
- The method of unrolling the geomembrane does not cause scratches or crimps in the geomembrane.
- The method and sequencing used to place the rolls minimizes wrinkles and seaming problems.

- Adequate means are used to prevent uplift by wind while preventing damage to the geomembrane or supporting foundation.
- Direct contact with the geomembrane will be minimized. The geomembrane will be protected by geotextiles or extra geomembrane materials in areas where excessive traffic is anticipated.
- A temporary non-textured HDPE rub sheet shall be used between the GCL and the textured geomembrane when positioning textured geomembrane.

3.03 SEAMING

This Section addresses QAQC procedures for seaming rolls of geomembrane into a continuous liner. This plan requires 100 percent non-destructive testing of all field seams.

The Installer will provide the CQAE with seam layout drawings for each panel showing each expected seam. The width of the HDPE geomembrane panels shall be optimized to allow for the least number of seams. The CQAE will review the seam layout drawing and document that it is consistent with accepted practice and the Design Plans and Drawings. No seaming will be performed without the CQAE's approval.

In general, seams should be oriented parallel to the line of maximum slope so they are oriented along, not across, the slope. In corners and at other odd geometric intersections, the number of seams should be minimized. All horizontal seams across the slope must be approved by the CQAE. Only end-of-panel seams may be approved.

A seam numbering system that is compatible with the geomembrane roll numbering system will be agreed upon by the Installer and the CQAE.

Prior to seaming, the seam area shall be clean, free of moisture, dust, dirt, debris of any kind, and foreign material. If seam overlap grinding is required, it shall be performed according to the Manufacturer's instruction within one hour of the seaming operation and in a way that does not damage the geomembrane. Seams shall be aligned with the fewest possible wrinkles.

3.03.01 Seaming Equipment

Approved processes for field seaming are double-fusion welding and extrusion welding. Double-fusion welding shall be used for all seams except where space and access constraints prohibit its use. Fusion welding application may be impractical where space is limited in some parts of the site. Only apparatuses that have been specifically approved by the CQAE shall be used. Proposed alternate processes shall be documented and submitted for approval to the CQAE.

Double-fusion welding using a hot wedge seaming device is the preferred method of seaming HDPE geomembrane. The fusion welding apparatus shall be equipped with gauges displaying the applicable temperatures and pressures. Prior to installation of any geomembrane material, the Installer shall submit seaming quality control records including ambient temperatures, applicable apparatus temperatures and pressures, and trial seam results to the CQAE.

The Installer shall meet the following requirements regarding use, availability, and cleaning of extrusion welding equipment to be used at the site:

- The welding apparatus will be equipped with a continuous temperature monitor in the barrel and at the nozzle.
- At least one spare operable double-fusion and extrusion seaming device will be maintained on site at all times.
- Equipment used for seaming shall not damage the geomembrane.
- The extruder will be cleaned and purged prior to beginning seaming, and at any time that seaming operations are stopped, until all heat-degraded extrudate has been removed from the barrel.
- The electric generator for the equipment will be placed on a smooth base in such a way that no damage occurs to the geomembrane.
- A smooth insulating plate or fabric will be placed beneath hot equipment to protect the geomembrane.

The Installer, and if applicable the Manufacturer, will provide documentation to the CQAE regarding the quality of extrudate used in the welding apparatus. At a minimum, the extrudate shall be compatible with the base liner material and contain the same grade and quality of PE resin as used in the base material.

3.03.02 Seamer Qualifications

All personnel performing seaming operations will be qualified by experience and by successfully passing seaming tests for the type of seaming equipment to be used. All seamers must have seaming experience of a minimum of 500,000 ft^2 of PE geomembrane using the same type of equipment to be used on this project. The most experienced on site seamer, the "master seamer" (a seamer that has successfully seamed a minimum of 2,000,000 ft^2 of PE geomembrane using the same type of equipment to be used on this project) will have direct supervisory responsibility at the site over less experienced seamers. The Installer shall provide documentation of the qualifications of the seaming crew to the CQAE.

3.03.03 Weather Conditions During Seaming

The range of weather conditions under which geomembrane seaming can be performed are as follows:

- Unless otherwise authorized in writing by the CQAE, no seaming will be attempted at an air temperature colder than 40°F or warmer than 104°F as measured 6 inches above the sheet.
- Between ambient temperatures of 40°F and 50°F, as measured 6 inches above the sheet, seaming will be performed only if the geomembrane is preheated by either the sun or hot air device, provided there is no excessive ambient cooling resulting from wind conditions.
- The geomembrane will be dry and protected from the wind.
- Seaming will not be performed during any precipitation event.
- Seaming will not be performed in areas where ponded water has collected beneath the surface of the geomembrane.

The CQAE will document that these requirements are met by the Installer and will document the actual weather conditions during the installation.

3.03.04 Overlapping and Temporary Bond

The CQAE will document the following:

- The length of the geomembrane overlap.
- The geomembrane overlap is adequate for the seaming process that is used.
- Procedures used to temporarily bond adjacent geomembrane rolls shall not damage the geomembrane.

3.03.05 Trial Seams

Trial seams will be made on fragment pieces of geomembrane to document that the seaming conditions are adequate. Trial seams will be made at the beginning of each seaming period, at least once every five hours, and when the ambient temperature is greater than 104°F or a temperature change of greater than 20° occurs (measured 6 inches above the geomembrane surface) for each seaming apparatus used that day. Each seamer will make at least one (1) trial seam each day. Two specimens, 1 inch wide, will be cut from each end of the trial seam (i.e., 4 samples total). These samples are to be field-tested for shear and peel. Two (2) peel tests will be performed on the inside and outside tracks of the weld and two (2) shear tests will be performed. Alternate shear and peel tests so both tests are performed for each end of the trial seam. All trial seams will be made under the same conditions as actual seaming work.

The trial seams will first be examined for squeeze out, foot print, pressure, and general appearance by the Installer. If a seam fails any of these examinations, a new trial seam will be performed until satisfactory seams are obtained.

The trial seam samples will be a minimum of 3-feet long by 1-foot wide after seaming, with the seam oriented lengthwise and with the overlap described previously.

A minimum of four, 1-inch wide specimens will be cut from each end of each trial seam sample by the Installer. The specimens or "coupons" will be tested for peel and shear in the field using a calibrated tensiometer (at a minimum, the field tensiometer shall have been calibrated within 3 months prior to start of project). A passing test is when the break is ductile and occurs at the edge or outside the seam but not in the seam. A failure is defined as the seam or weld peeling. Strength values used in the trial seams shall be the same as those used for destructive seams. If a specimen fails, the entire trial seam shall be repeated. If the additional specimen fails, the seaming apparatus or seamer shall not be accepted until corrective measures are taken and two successive trail seams are successfully completed. After completion of these tests, the remaining portion of the passing trial seam will be logged and retained for reference if any further information might be required. The results of all test seams shall be forwarded to the CQAE.

3.03.06 General Seaming Procedures

The general seaming procedures are as follows:

- For double fusion welding, each overlap and the sheet below the overlap shall be hand-wiped clean immediately prior to welding.

- Large "fish mouths" or wrinkles at the seam overlaps will be cut along the ridge of the wrinkle in order to achieve a flat overlap. The cut “fish mouths” or wrinkles shall be seamed, and any portion where the overlap is inadequate will then be patched with an oval patch of the same membrane, extending a minimum of six inches beyond the cut in all directions.
- On the side slopes seaming will extend into the anchor trenches.
- At locations where the initial seam cannot be nondestructively tested, the seam will be cap stripped with the same geomembrane material. The CQAE will observe the cap stripping to document the uniformity and completeness of the work.

3.03.07 Nondestructive Testing

Each field seam will be nondestructively tested over the full length of the seam to the extent practical. Any seams which cannot be effectively tested will be reported to the CQAE. The purpose of the nondestructive testing is to determine the continuity of the seams.

The method for conducting nondestructive seam testing is pressure testing the open channel between the double fusion welds. GRI method GM6 shall be used to test double fusion welded seams. This method requires the pressurization of the open channel at 27 to 30 psi with a maximum pressure drop of 3 psi over five minutes for 60-mil HDPE.

The vacuum box or the ultrasonic shadow method may be used on extrusion welds in accordance with GRI specifications. Other test methods may be used only upon approval by the CQAE.

3.03.08 Destructive Testing

Destructive seam tests shall be conducted throughout the seaming project at locations selected by the CQAE. The tests shall be conducted so that results are obtained prior to covering the geomembrane with another material. The purpose of the tests is to insure that welds are fully integrated and to evaluate seam strength.

At a minimum, the CQAE shall document, in the daily report, the following information related to all destructive seam samples:

- The location by seam and sample number of the samples.
- The results of all field testing of destructive samples.
- Actions taken as a result of testing.
- Repairs of the sampled seams.

3.03.09 Test Location and Frequency

Destructive samples shall be collected at locations specified by the CQAE at a minimum rate of one sample for every 750 lineal feet of seam. The seaming technician shall not be informed in advance of the time when, or locations where, seam samples will be taken.

3.03.10 Sampling Procedure

Samples shall be cut by the Installer at locations specified by the CQAE. A number shall be assigned to each sample based on the seam number and sample sequence. The sample location and identifier shall be recorded in the daily report.

At each sampling location, two types of samples will be collected. Two sample coupons will be collected for field testing. Each of these coupons shall be 1 inch wide by 12 inches long with the seam centered parallel to the length. The minimum distance between these two coupons shall be 42 inches. If both sample coupons pass the field test described in Section 3.03.05, a sample shall be cut from the seam between the locations of the two coupons. This sample shall be cut into three parts and distributed as follows:

- One portion to the Installer for testing (12 inches wide by 18 inches long)
- One portion to the Geosynthetic Quality Assurance Laboratory for testing (12 inches wide by 12 inches long)
- One portion to the CQAE for archive storage (12 inches wide by 12 inches long).

Sample size may vary slightly depending on the needs of each party in the distribution list. Final sizes shall be determined at a pre-construction meeting.

3.03.11 Testing Procedure

Testing shall be conducted for shear and peel. Shear testing applies a tensile stress from the top sheet through the weld and into the bottom sheet. Peel testing, peels the top sheet back against the overlapped edge of the bottom sheet in order to observe how separation occurs. The peel test indicates whether or not the sheets are continuously and homogeneously connected through the seam. The specifications for seam strength are presented in Table 02660-3.

Table 02660-2: Seam Strength Specifications for 60-mil HDPE

Test	***Method****	***Fusion Weld Strength***	***Extrusion Weld Strength***
Peel	ASTM D4437	90 ppi	78 ppi
Sheer	ASTM D4437	120 ppi	120 ppi

* As modified by NSF 54

3.03.12 Procedures Following Destructive Test Failure

All acceptable seams must be bounded by two locations from which samples passing destructive tests have been taken. There are two options for mitigation of a failed destructive test:

1. Reconstruct the seam between any two passed test locations, or
2. Trace the welding path to an intermediate location (10 feet maximum from the point of the failed test in each direction) and take a small sample coupon for an additional field test at each location. If these additional samples pass the tests, then full samples (as described in Section 3.03.10) are taken. If these samples pass the tests, then the seam is reconstructed between these locations. If either sample fails, the process is repeated to establish a zone in which the field seam will be reconstructed.

3.04 DAMAGE REPAIR

This Section applies to all defects including damage during placement and repairs from examinations, tests, or visual observations performed on the geomembrane material and on seams used in joining rolls in the field.

The CQAE will visually observe each roll for damage after placement, but prior to seaming, and will determine which rolls or portions of rolls should be rejected, repaired, or accepted. Damaged rolls, or portions of rolls which have been rejected, will be marked and their removal from the site will be recorded by the CQAE.

All seam and non-seam areas of the geomembrane will be observed and documented by the CQAE for identification of defects, holes, blisters, undispersed raw materials, large wrinkles, and any signs of contamination by foreign matter. The surface of the geomembrane will be clean at the time of observation. Each location which fails observation will be marked by the CQAE and repaired by the Installer. Work will not proceed in any area where defects are identified until suitable repairs are made.

Several procedures exist for the repair of flawed areas. The final decision as to the appropriate repair procedure will be agreed upon between the Installer and the CQAE prior to commencement of the repair. The following procedures are available:

- Patching is used to repair large holes, tears, undispersed raw materials, and contamination by foreign matter.
- Spot seaming is used to repair small tears, pinholes, or other minor localized flaws.
- Capping is used to repair large lengths of failed seams.
- Removing the bad seam and replacing with a strip of new material seamed in place is used for repairing large lengths of fusion seams.
- Other repairs will be as agreed upon by the Installer and the CQAE.

At a minimum the following provisions will be provided for repairs:

- Patches or caps will extend at least six inches beyond the edge of the defect, and all corners of patches will be rounded with a radius of three inches minimum.
- The geomembrane below large caps shall be appropriately cut to avoid water or gas collection between the two sheets.

Each repair will be examined, numbered, and logged by the CQAE.

3.05 COVER SOIL PLACEMENT

Placement of geocomposite, cushion geotextile, drainage layer material, and operations layer material overlying the HDPE geomembrane will be conducted by the Contractor in such a manner as to confirm the following:

- No damage of the geomembrane or underlying geosynthetic liner system occurs.
- Slippage of the geosynthetics on the underlying GCL is minimal.
- No excess tensile stresses are imposed on the geosynthetics.

3.06 ANCHOR TRENCH CONSTRUCTION AND BACKFILLING

A trench will be used for anchoring the geosynthetics at the top of excavation slopes. The anchor trench will be excavated to the specifications shown on the Design Plans and Drawings unless otherwise specified by the CQAE. Note that the anchor trench is used for the convenience of construction and securing the liner during construction. The anchor trench is not a required element of the post-construction liner stability.

The length of the open trench shall not exceed the amount of liner to be placed in one day. The depth of a typical anchor trench shall be documented to conform to approved project drawings.

The anchor trench shall be backfilled with non-granular soil (SC or CL) as approved by the CQAE. The soil shall be placed in maximum 8-inch lifts, moisture conditioned, and wheel rolled with a rubber tire machine or other method approved by the CQAE.

END OF SECTION

SECTION 02661 GEOSYNTHETIC CLAY LINER

PART 1 - GENERAL

1.01 SCOPE OF WORK

This specification covers the technical requirements for the furnishing and installation of the geosynthetic clay liner described herein. All materials used shall meet the requirements of this specification, and all work shall be performed in accordance with the procedures provided herein and on the Plans and Design Drawings.

1.02 REFERENCES AND DEFINITIONS

"Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill," Souder, Miller & Associates, February 2016

For the purposes of this specification guideline, the following terms are defined below:

GCL: A manufactured hydraulic barrier consisting of clay bonded to a layer or layers of geosynthetics.

Overlap: Where two adjacent GCL panels contact, the distance measuring perpendicular from the overlying edge of one panel to the underlying edge of the other.

1.03 SUBMITTALS

The GCL Manufacturer shall provide the Contractor or other designated party with manufacturing QAQC certifications for each shipment of GCL. The certifications shall be signed by a responsible party employed by the GCL Manufacturer and shall include:

- Certificates of analysis for the bentonite clay used in GCL production demonstrating compliance with the swell index and fluid loss specifications in Table 02620-1.
- Manufacturer's test data for the finished GCL product of bentonite mass/area, GCL tensile and peel strength demonstrating compliance with the specifications in Table 02620-1.
- GCL lot and roll numbers supplied for the project and corresponding shipping information.
- Manufacturer's test data for finished GCL product for index flux, permeability and hydrated internal sheer strength showing compliance with the specifications in Table 02620-1.

At the CQAE's or County's request the Contractor shall furnish:

- A representative sample of the GCL.
- A project reference list for the GCL consisting of the principal details of projects totaling at least 500,000 ft^2 in size.

Upon shipment, the Contractor shall furnish the GCL Manufacturer's QA/QC certifications to verify that the materials supplied for the project are in accordance with the requirements of this specification.

As installation proceeds, the Contractor shall submit certificates of subgrade acceptance, signed by the Contractor and CQAE for each area that is covered by the GCL.

The GCL Installer shall provide the CQAE with the following:

- A conceptual description of the proposed placement of GCL panels over the area of installation.
- GCL Manufacturer's quality control plan for documenting compliance with this document.
- A representative sample of the GCL material.
- A project reference list for GCL construction (upon request).
- Manufacturer's QAQC certifications to verify that the materials supplied are in accordance with the Design Plans and Drawings and this CQAQCP (upon shipment).

1.04 QUALIFICATIONS

GCL Manufacturer must have produced at least 10 million ft^2 of GCL, with at least 8 million ft^2 installed.

The GCL Installer must have installed at least 500,000 ft^2 of GCL, or must provide the CQAE with satisfactory evidence that the GCL will be installed in a competent and professional manner.

1.05 CONSTRUCTION QUALITY ASSURANCE (CQA

The CQAE shall provide an inspector for CQAQC of the GCL installation. The inspector shall be an individual or company who is independent from the Manufacturer and Installer, who shall be responsible for monitoring and documenting activities related to the CQA of the GCL, throughout manufacturing and installation. The inspector shall have provided CQA services for the installation of not less than 500,000 ft^2.

CQAQC shall be provided in accordance with the CQAQC Manual provided by the Design Engineer.

PART 2 - MATERIALS

2.01 MATERIALS

The GCL shall consist of a layer of natural sodium bentonite clay encapsulated between two geotextiles and shall comply with all of the criteria listed in this Section. Prior to using an alternate GCL, the Contractor must furnish independent test results demonstrating that the proposed alternate material meets all requirements of this specification. The Contractor also must obtain prior approval of the alternative GCL by the Design Engineer.

All GCL used on the project shall be Reinforced GCL. Acceptable GCL products are Bentomat® ST, or an engineer approved equal. The GCL(s) and their components shall have the properties shown in CETCO's current Technical Data Sheet TR 401 BMST and in Table 02620-1.

Table 02661-1: GCL Properties

Material Property	*Test Method*	*Test Frequency*	*Required Values*
Bentonite Swell Index	ASTM D5890	1 per 100,000 ft^2	24 mL/2g min.
Bentonite Fluid Loss	ASTM D5891	1 per 100,000 ft^2	18 mL max.
Bentonite Mass/Area	ASTM D5993	1 per 100,000 ft^2	0.75 lb./ft^2
GCL Grab Strength	ASTM D6768	1 per 100,000 ft^2	30 ppi MARV
GCL Peel Strength	ASTM D6496	1 per 100,000 ft^2	3.5 ppi min.
GCL Index Flux	ASTM D5887	1 per 100,000 ft^2	$1x10^{-8}$ m^3/m^2/sec max.
GCL Hydraulic Conductivity	ASTM D5887	1 per 100,000 ft^2	$5x10^{-9}$ cm/sec max.
GCL Hydrated Internal Shear Strength	ASTM D5321 ASTM D6243	Periodic	500 lb./ft^2

The minimum acceptable dimensions of full-size GCL panels shall be 150 feet in length and 15 feet (4.6m) in width. Short rolls (those manufactured to a length greater than 70 feet but less than a full-length roll) may be supplied at a rate no greater than three per truckload or three rolls every 36,000 square feet of GCL, whichever is less.

A 6-inch overlap guideline shall be imprinted on both edges of the upper geotextile component of the GCL as a means for providing quality assurance of the overlap dimension. Lines shall be printed in easily visible, non-toxic ink.

2.02 PRODUCT LABELING

Prior to shipment, the GCL manufacturer shall label each roll, identifying:

- Product identification information (Manufacturer's name and address, brand product code).
- Lot number and roll number.
- Roll length, width and weight.

2.03 PACKAGING

The GCL shall be wound around a rigid core whose diameter is sufficient to facilitate handling. The core is not necessarily intended to support the roll for lifting but should be sufficiently strong to prevent collapse during transit.

All rolls shall be labeled and bagged in packaging that is resistant to photo-degradation by ultraviolet (UV) light.

2.04 ACCESSORY BENTONITE

The granular bentonite used for seaming and penetration sealing shall be made from the same natural sodium bentonite material as used in the manufacture of the GCL.

PART 3 - EXECUTION

3.01 DELIVERY, HANDLING AND STORAGE

Prior to shipment, the GCL Manufacturer shall label each roll in a manner that clearly identifies the following information:

- Product identification including Manufacturer's name, address, brand name, and product code.
- Lot number and roll number.
- Roll length, width, and weight.

The Manufacturer assumes responsibility for initial loading of the GCL. Shipping will be the responsibility of the party arranging for the freight transportation. Unloading, on site handling, and storage of the GCL are the responsibility of the Installer or the Installer's designated representative.

A visual inspection of each roll shall be made during unloading to identify if any packaging has been damaged. Rolls with damaged packaging shall be marked and set aside for further inspection. The packaging shall be repaired as necessary to protect the GCL from damage during storage and handling.

The party responsible for unloading the GCL shall contact the Manufacturer prior to shipment to ascertain the appropriateness of proposed unloading methods and equipment.

Storage of the GCL rolls shall be the responsibility of the Installer. A level, dry, well-drained, and dedicated storage area shall be selected at the job site outside of high traffic areas. Rolls shall be stored in a manner that prevents sliding or rolling from the stacks. Stacks shall be no higher than 4 rolls. All stored GCL and accessory bentonite shall be covered with plastic sheeting or tarpaulins until their installation. The integrity and legibility of the roll labels shall be preserved during storage.

3.03 EARTHWORK

The Earthwork Contractor will be responsible for preparing the liner foundation, according to the Design Plans and Drawings and the CQAQCP. Any earthen surface upon which the GCL is installed shall be prepared and compacted in accordance with the project specifications and drawings. The surface shall be smooth, firm, and unyielding, and free of:

- Vegetation.
- Construction Debris.
- Sticks.
- Sharp rocks.
- Void spaces.

- Ice.
- Abrupt elevation changes.
- Standing water.

Immediately prior to GCL deployment, the subgrade shall be final graded to fill in all voids or cracks and then smooth-rolled to provide the best practicable surface for the GCL. At the completion of this activity, no wheel ruts, footprints, or other irregularities shall exist in the subgrade. Furthermore, all protrusions extending more than one-half inch (12mm) from the surface shall either be removed, crushed, or pushed into the surface with a smooth-drum compactor.

On a continuing basis, the project CQAE shall certify acceptance of the subgrade before GCL placement.

It shall be the Installer's responsibility thereafter to indicate to the CQAE any change in the condition of the subgrade that could cause the subgrade to be out of compliance with any of the requirements listed in this Section.

3.04 PLACEMENT

GCL rolls shall be delivered to the working area of the site in their original packaging. Immediately prior to deployment, the packaging shall be carefully removed without damaging the GCL. The non-woven side of the GCL shall be placed up.

Equipment that could potentially damage the GCL or subgrade shall not be allowed to travel directly on it. Care shall be taken to minimize dragging GCL across the subgrade. At the direction of the CQAE, a temporary geosynthetic slip sheet shall be used when necessary to reduce friction during GCL placement.

The GCL shall be placed so that longitudinal panel seams are parallel to the direction of the slope. Seams shall be located at least five feet from the toe and crest of slopes steeper than 5:1. All GCL panels shall lie flat on the underlying surface with no wrinkles or folds.

Only as much GCL shall be deployed as can be covered by the end of the working day unless otherwise approved by the CQAE. If premature hydration of the GCL occurs (i.e., prior to covering the GCL), the CQAE shall determine whether or not the GCL shall be replaced. Replacement shall be at the sole cost of the Contractor and Installer.

3.05 ANCHORAGE

As directed by the project drawings and specifications, the end of the GCL roll shall be placed in an anchor trench at the top of the slope or an equivalent runout design shall be utilized. When utilizing an anchor trench design, the front edge of the trench should be rounded so as to eliminate any sharp corners. Loose soil should be removed from the floor of the trench. The GCL should cover the entire trench floor but not the rear trench wall.

3.06 SEAMING

The GCL seams are constructed by overlapping their adjacent edges. The overlap shall be free of loose soil or other debris. The minimum dimension of the longitudinal panel overlap shall be

six inches for the finished (i.e. bentonite enhanced) seam. The minimum overlap at the end of roll seams shall be 24 inches. The panel seams shall be shingled in the direction of the grade.

Granular bentonite shall be used to enhance the seams. The underlying edge of the overlap panel shall be exposed, and a continuous fillet of granular sodium bentonite shall be applied along a zone defined by the edge of the underlying panel and the 6-inch line. The bentonite shall be applied at a minimum rate of 0.25 pound per linear foot of seam.

In the leachate sump and leachate pond, where two thicknesses of GCL are to be placed, the seams of the top layer shall be offset from underlying layer seams by at least 24 inches. The Contractor shall use a smooth HDPE slip sheet as necessary to facilitate positioning the top GCL layer over the underlying layer.

The GCL shall be cut with a sharp utility knife. Cuts shall be smooth and clean.

3.07 DETAIL WORK

The GCL shall be sealed around penetrations and embedded structures in accordance with the Plans and Design Drawings and the recommendations of the GCL Manufacturer.

Cutting the GCL should be performed using a sharp utility knife. Frequent blade changes are recommended to avoid damage to the geotextile components of the GCL during the cutting process.

3.08 DEFECTS AND REPAIRS

If a GCL panel is torn, punctured, perforated, etc. during installation, it shall be replaced or repaired per the direction of the CQAE. Patches shall be sized so that a minimum 12-inch overlap is achieved around the damaged area. Prior to placement of the patch, dry bentonite shall be placed around the damaged area. If there is potential for dislodging the patch during covering operations, the patch shall be secured to the damaged area using appropriate adhesive per CQAE approval.

3.09 COVER PLACEMENT

Cover soils shall be free of angular stones or other foreign matter which could damage the GCL. Cover soils shall be approved by the CQAE with respect to particle size, uniformity, and chemical compatibility. Cover soils with high concentrations of calcium (e.g., limestone, dolomite) are not acceptable. Cover soil shall not contain any rocks greater than 4 inches in any dimension.

If there will be an extended time delay between placement of the GCL and the start of the installation of the overlying material, the Contractor shall make provisions, approved in advance by the CQAE, to protect the GCL against exposure to the elements of nature.

Soil cover should be placed in a manner that prevents the soil from entering the GCL overlap zones. Cover soil shall be pushed up slopes, not down slopes, to minimize tensile forces on the GCL.

Although direct vehicular contact with the GCL is to be avoided, lightweight, low ground pressure vehicles (such as 4-wheel all-terrain vehicles) may be used to facilitate the installation of any geosynthetic material placed over the GCL. The CQAE should be contacted with specific recommendations on the appropriate procedures in this situation.

END OF SECTION

SECTION 02720 AGGREGATE

PART 1 - GENERAL

1.01 SCOPE OF WORK

Furnish and install leachate sump gravel, leachate drainage layer material, and the operations layer material.

1.02 REFERENCES

"Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill," Souder, Miller & Associates, February 2016

ASTM C136: "Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates"

1.03 SUBMITTALS

Contractor shall submit 5-gallon samples to the CQAE of each material to be used. Samples shall be submitted 15 days before aggregates are to be installed.

PART 2 - MATERIALS

2.01 LEACHATE SUMP GRAVEL

The granular material placed in the leachate sump shall be 1.5-inch washed stone conforming to the ASTM C33 size #4 specification (refer to Table 02720-1). These specifications shall be verified by testing of least one sample per source per construction phase in which the material is used. This material shall be made up of inert and stable materials such as silica and quartz. No carbonate based aggregate may be used. Carbonate based aggregate is not known to be present at Gunnison County sources; therefore, testing for carbonate content is not required. If the CQAE suspects that the sump gravel contains carbonate-based materials, testing for carbonate shall be conducted. The hydraulic conductivity of the ASTM C33 size #4 aggregate is greater than 1×10^{-2} cm/sec; therefore, no hydraulic conductivity testing is required.

Table 02720-1: Sump Gravel Specifications (ASTM C33, Size #4)

Sieve Size	***Mass Percent Passing Square Mesh Sieves***
2-inch	100
1½-inch	90-100
1-inch	20-55
3/4-inch	0-15
3/8-inch	0-5

2.02 LEACHATE DRAINAGE LAYER GRAVEL

The leachate drainage layer shall consist of a sand and/or gravel with an in-place hydraulic conductivity of $5x10^{-2}$ cm/sec or greater, a maximum particle size of 0.75 inches, and less than 5% passing the No. 200 sieve. The leachate drainage layer materials will be poorly graded, and be made up of inert stable materials such as silica and quartz. The material and its particle size distribution shall be approved by the CQAE.

2.03 OPERATIONS LAYER MATERIAL

The operations layer is intended to be constructed of relatively permeable material such as sandy or gravelly soil. There are no specific gradation specifications for the operations layer except that the maximum particle size shall be 4 inches in any dimension. The CQAE shall approve the materials used.

PART 3 - EXECUTION

3.01 LEACHATE SUMP GRAVEL

The Contractor must protect the underlying liner components from damage during placement of the operations layer and sump gravel. The following placement criteria will be used by the Contractor while installing the sump gravel:

- During placement of gravel in the leachate sump, a minimum of 1.5 feet of granular material shall be maintained between the earth moving equipment and the underlying liner components.
- The sump gravel shall be spread by working the material up, rather than down, the landfill slopes to minimize tensile stresses on the underlying liner system.

The Contractor shall propose to the CQAE a means of placing and spreading gravel in the leachate sump The CQAE shall approve a method of placing and spreading the materials prior to their placement. The methods used shall be protective of the underlying leachate collection system and liner components.

The CQAE will observe the spreading and grading of the operations layer and leachate sump gravel and document that it meets the project specifications. This observation will also be conducted to quickly detect potential and/or actual damage to the underlying geosynthetics upon which the material is being placed. Where damage is suspected, the underlying component surface will be exposed and observed to determine its condition. Actual damage will be fully documented as well as corrective action taken according to the repair procedures enumerated in these specifications.

3.02 LEACHATE DRAINAGE LAYER GRAVEL

During placement of the leachate drainage layer over the GCL, a minimum of 0.5-foot of granular soils shall be maintained between equipment with a ground pressure of less than 5 psi, 2 feet for all other tracked vehicles, and 3 feet for all other wheeled vehicles. Equipment used to spread the leachate drainage layer shall be approved by the CQAE. Equipment shall not turn on the

deployed leachate drainage layer material. The contractor shall spread the leachate drainage layer material in such a way as to avoid stretching or wrinkling of the GCL beneath the leading edge of the gravel. The Contractor shall expose portions of the GCL at the CQAE's request if the CQAE requires verification that the placement method is not damaging the underlying liner components.

The leachate drainage layer gravel shall be spread by working the material up, rather than down, the landfill slopes to minimize tensile stresses on the underlying liner system.

3.03 OPERATIONS LAYER MATERIAL

The operations layer shall be carefully placed to avoid damage to the underlying geosynthetic materials. A minimum of 1 foot of operations layer material shall be maintained between equipment with a ground pressure of less than 5 psi, 2 feet for all other tracked vehicles, and 3 feet for all other wheeled vehicles. Haul roads within the lined area shall be constructed of operations layer material. Equipment used to spread the operations layer shall be approved by the CQAE. Equipment shall not turn on the deployed operations layer material. The contractor shall spread the operations layer material in such a way as to avoid stretching or wrinkling of the liner system components beneath the leading edge of the soil. The Contractor shall expose portions of the underlying liner system components at the CQAE's request if the CQAE requires verification that the placement method is not damaging the underlying liner components.

The operations layer material shall be spread by working the material up, rather than down, the landfill slopes to minimize tensile stresses on the underlying liner system.

END OF SECTION

SECTION 03370 SHOTCRETE

PART 1 – GENERAL

1.01 SCOPE OF WORK

Shotcrete will be used for covering the liner system in the leachate pond. The purpose of the shotcrete is for long-term protection against physical and UV damage of the geosynthetic components of the liner system.

1.02 REFERENCES

"Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill," Souder, Miller & Associates, February 2016

ASTM C42: "Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete."

ACI506: "Guide to Shotcrete Specification for Materials, Proportioning and Application of Shotcrete."

1.03 SUBMITTALS

- One sample per batch for ASTM C42
- Proposed mix design

PART 2 – MATERIALS

2.01 SHOTCRETE

Shotcrete shall be manufactured using Type I cement and shall have the material properties shown in Table 03370-1.

Table 03370-1: Shotcrete Material Properties for Leachate Pond Lining

Property	***Amount***
Compressive Strength (28-day)	3000 psi (min.)
Percent Entrained Air	7% ± 1.5%
Polypropylene fiber	1.5 lbs/yd^3 (min.)
Slump	1 to 4 inches

2.02 WELDED WIRE FABRIC

The shotcrete shall be reinforced at all cold joints with wire mesh conforming to ASTM A185 or A497. The reinforcement shall be 6-gauge wire with 4 by 4 or 6 by 6-inch grid spacing.

PART 3 - EXECUTION

3.01 SHOTCRETE PLACEMENT

The shotcrete shall be placed in a uniform manner to a uniform surface using a concrete pump. The surface shall be free of all moisture and deleterious materials that inhibit bonding. The shotcrete shall be placed in a manner that the underlying geosynthetic components are protected from physical damage and excessive tensile stress. The Contractor shall be responsible for protection of the geosynthetic components of the pond liner system during shotcrete placement. Damage to the underlying pond liner system components shall be repaired/replaced by the Contractor at no expense to the County.

Placement shall not occur when the temperature is below 40° F or at 40° F and falling unless the in-place shotcrete is heated or insulated. Shotcrete shall not be placed against frozen surfaces. Placement shall not occur when the temperature is over 95° F or at 95° F unless the temperature is falling. Placement shall not occur when winds are above 10 mph and humidity is below 50%.

Contractor shall prevent damage to adjacent work from overspray or material carried by wind.

3.02 WELDED WIRE FABRIC PLACEMENT

Welded wire fabric shall be placed across all cold joints in the shotcrete. The reinforcement shall be completely encased by shotcrete. Shotcrete shall be applied with sufficient velocity and plasticity that material flows behind and around the reinforcement. The wire mesh reinforcement shall be placed in the center of the shotcrete application, but the minimum cover shall be 2 inches (i.e., the total shotcrete thickness at cold joints shall be 4.0 inches minimum). The reinforcement shall be anchored to not allow movement during material placement.

3.03 SHOTCRETE CURING

Immediately after finishing shotcrete placement, the shotcrete shall be cured continuously by maintaining it in a moist condition for seven days or by proper application of an approved sealing compound. Natural curing shall be permitted if the ambient relative humidity is maintained above 95%.

3.04 PROTECTION OF UNDERLYING MATERIALS

The Contractor shall place the shotcrete and reinforcement materials in a manner that prevents damage to the underlying liner system in the leachate pond. Damage to the underlying pond liner system components shall be repaired/replaced by the Contractor at no expense to the County.

END OF SECTION

SECTION 15051 HDPE PIPE AND FITTINGS

PART I – GENERAL

1.01 SCOPE OF WORK

Generally, specifications (i.e., material, size, etc.) for pipe and/or culvert used at the landfill are noted on the Design Plans. Liner penetration in the leachate sump and leachate pond shall be accomplished using HDPE liner penetration boxes as specified in the Design Plans.

1.02 REFERENCES

ASTM D1248: "Specification for Polyethylene Plastics Molding and Extrusion Materials".

ASTM D3261: "Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing"

ASTM D3350: "Standard Specification for Polyethylene Plastics Pipe and Fittings Materials"

"Construction Quality Assurance/Quality Control Plan, Phase 2, Modules 1 and 2 Gunnison County Landfill," Souder, Miller & Associates, February 2016

1.03 SUBMITTALS

Shop drawings of the liner penetration box shall be approved by the CQAE prior to delivery and use in the field.

1.04 MANUFACTURER'S QUALITY ASSURANCE

The Pipe and Fittings Manufacturer shall have an established quality assurance program responsible for inspecting incoming and outgoing materials. At a minimum, incoming PE materials shall be inspected for density per ASTM D1505, melt flow rate per ASTM D1238, and contamination. All incoming PE materials shall be certified by the PE Supplier. Certification shall be verified by Quality Assurance. Incoming materials shall be approved by quality assurance before processing into finished goods.

The Pipe and Fittings Manufacturer shall have an established quality assurance program responsible for assuring the long term performance of materials and products. Representative samples of PE materials shall be tested against the physical property requirements of this specification. Each extrusion line and molding machine shall be qualified to produce pressure rated products by taking representative production samples and performing sustained pressure tests in accordance with ASTM D1598.

All outgoing materials shall be inspected for diameter, wall thickness, length, straightness, out-of-roundness, concentricity, toe-in, inside and outside surface finish, markings, and end cut. PE Manufacturer's quality control shall perform tests of density, melt flow rate, carbon content, and carbon dispersion. In addition, samples of the pipe provided shall be tested for hoop tensile strength and ductility by either quick burst testing per ASTM D1599 or ring tensile strength per ASTM D2290. Molded fittings shall be subject to x-ray inspection for voids, and tests for knit line strength. All fabricated fittings shall be inspected for fusion quality and alignment.

The Pipe and Fitting Manufacturer shall maintain permanent QAQC records.

1.05 MATERIAL PACKAGING DELIVERY AND HANDLING

The Pipe and Fitting Manufacturer shall package products for shipment in a manner suitable for safe transport by commercial carrier. When delivered, a receiving inspection shall be performed by the Contractor and CQAE, and the Contractor shall report any shipping damage to the Pipe and Fittings Manufacturer. Pipe and fittings shall be handled, installed, and tested in accordance with manufacturer's recommendations, and the requirements of this specification.

PART 2 - MATERIALS

2.01 HDPE PIPE PHYSICAL PROPERTIES:

The pipe and fittings shall be homogenous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties. Clean rework or recycled material generated by the PE Manufacturer's own production may be used so long as the pipe or fittings produced meet all the requirements of this Section of the specification.

2.02 PIPE AND FITTINGS

HDPE pipe manufacture and workmanship shall comply with ASTM D3035 or F714. Pipe joining shall be by butt fusion welding or by electro-fusion coupling. The HDPE pipe coupling system shall be approved by the CQAE prior to installation of the pipe. The nominal inside diameter of the pipe shall be true to the specified pipe size in accordance with ASTM D2513. Standard installation and/or laying lengths shall be 40 feet ±2". Fittings such as coupling, wyes, tees, adaptors, etc. for use in pipe connections shall have standard dimensions that conform to ASTM D3261.

Where possible, pipe and fittings should be produced by the same PE Manufacturer and from identical materials meeting the requirements of this specification. Special or custom fittings may be exempted from this requirement.

Pipe and fittings shall be pressure rated to meet the service pressure requirements specified by the Design Engineer. Whether molded or fabricated, fittings shall be fully pressure rated to at least the same service pressure rating as the pipe to which joining is intended.

Molded fittings shall meet the requirements of ASTM D3261 and this specification. At the point of fusion, the outside diameter and minimum wall thickness of fitting butt fusion outlets shall meet the diameter and wall thickness specifications of the mating system pipe. Fitting markings shall include a production code from which the location and date of manufacture can be determined. Upon request, the manufacturer shall provide an explanation of his production code.

Each standard and random length of pipe and fitting in compliance with this standard shall be clearly marked with the following information:

- ASTM Standard Designation
- Pipe Size
- Class & Profile Number
- Production Code

- Standard Dimension Ratio.

2.03 LINER PENETRATION BOX

The liner penetration box shall be constructed of 1-inch HDPE, per the Design Drawings, and shall meet the requirements of Section 1.04.

The Manufacturer of the liner penetration boxes shall provide documentation of pressure testing at 11 psi for a minimum of 30 minutes with a maximum pressure drop of 3 psi. Note that it will be necessary to apply the pressure or vacuum iteratively at the start of the procedure to allow the pressure to equilibrate throughout the liner penetration box. The Manufacturer's documentation of pressure testing shall be included in the final construction documentation report. The liner penetration boxes shall be constructed of HDPE, and manufacture and workmanship shall comply with ASTM D3035 or F714. The manufacture of the liner penetration box shall be under controlled conditions in the manufacturer's shop. Field manufacture of the liner penetration box shall not be permitted without the Design Engineer's written prior permission.

PART 3 - EXECUTION

3.01 FIELD QUALITY CONTROL

The pipe and fittings shall be free of foreign inclusions and visible defects. Holes in the corrugation crests or sidewalls shall be considered unacceptable. The ends of the pipe shall be cut squarely and cleanly so as not to adversely affect joining. All joints shall be observed and accepted by the CQAE prior to backfilling around the culvert.

3.02 INSTALLATION

Pipe shall be installed in trenches and backfilled with granular bedding material placed to the spring line of the pipe in accordance with the specifications in Section 3.2.5.2 of the CQAQC Plan. Initial bedding installation and backfill shall be accomplished prior to leak testing. Utility burial tape shall be placed at the top of the bedding layer. Backfilling of the trench within the landfill solid waste boundary shall be in accordance with Section 3.02. Compactable soil, free of rocks (over 4 inches in their longest dimension) and organic material, shall be installed in the trench to within two feet of the ground surface and mechanically compacted using a method or methods proposed by the Contractor and approved by the CQAE. Note that the density of this material shall be adequate to prevent slumping in the trench and to allow attainment of the density specification for the top two feet of backfill in the trench. The top two feet of the trench shall be backfilled with non-granular soil (SC to CL). The general compaction specification for the top two feet of backfill is 92% of maximum modified Proctor dry density (ASTM D1557) at ± 4% of optimum moisture content.

The liner penetration box shall be provided by the Manufacturer with a section of HDPE pipe welded to the box as shown on the Design Plans. The boxes shall be provided with lifting hooks or rings that will allow them to be loaded and unloaded without compromising the structural integrity or the water tightness of the box.

Installation of the liner penetration boxes shall be in accordance with the Design Plans. Any deviations in materials or construction methodology shall be previously approved by the CQAE.

3.03 PIPE BEDDING

Pipe bedding material shall be placed in all pipe trenches in a manner proposed by the Contractor and approved by the CQAE. Initial pipe bedding shall be placed prior to pipe leak testing (Section 5.1 of the CQAQC Plan). Trench backfilling shall be completed following satisfactory pipe testing.

3.04 BACKFILL

Backfill shall be placed in loose 8-inch maximum lifts and compacted to a minimum of 92% of maximum modified Proctor dry density at ± 4% of optimum moisture content. Field moisture density tests shall be conducted at a rate no less than one test per compacted soil lift per culvert.

3.05 TESTING

Liner penetration boxes shall be pressure/vacuum tested in the field after installation but prior to backfilling. Testing shall be identical to that specified in Section 2.03 for the manufacturer. All gauge access ports shall be filled with granular bentonite and extrusion-welded closed after the box has been successfully pressure tested.

END OF SECTION

SECTION 32 31 13 CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.01 SCOPE OF WORK

Work under this section includes the technical requirements for furnishing and installing the required fencing and gate in connection with the construction of the leachate holding pond. All materials used shall meet the requirements of this specification, and all work shall be performed in accordance with the procedures provided herein and the contract drawings.

Fencing to be used for this project shall include the following:

- Fence framework, fabric, and accessories
- Excavation for post bases
- Concrete foundation for posts
- Manual gate and related hardware

1.02 REFERENCES

ASTM A121: Standard Specification for Zinc-Coated (Galvanized) Steel Barbed Wire.

ASTM A123/A123M: Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

ASTM A153/A153M: Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

ASTM A392: Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.

ASTM A491: Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric.

ASTM A585: Standard Specification for Aluminum-Coated Steel Barbed Wire.

ASTM A792/A792M: Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

ASTM A1011/A1011M: Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.

ASTM B429: Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.

ASTM C94: Standard Specification for Ready-Mixed Concrete.

ASTM F567: Standard Practice for Installation of Chain-Link Fence.

ASTM F668: Standard Specification for Poly (Vinyl Chloride) (PVC)-Coated Steel Chain Link Fence Fabric.

ASTM F900: Standard Specification for Industrial and Commercial Swing Gates.

ASTM F934: Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials.

ASTM F1043: Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.

ASTM F1083: Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.

ASTM F1184: Standard Specification for Industrial and Commercial Horizontal Slide Gates.

Chain Link Fence Manufacturers Institute (CLFMI) - Product Manual.

1.03 SUBMITTALS

- Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
- Product Data: Submit data on fabric, posts, accessories, fittings, and hardware.
- Operation and Maintenance Data.

1.04 QUALITY ASSURANCE

- Supply material in accordance with CLFMI - Product Manual.
- Perform installation in accordance with ASTM F567.

1.05 QUALIFICATIONS

- Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.06 DELIVERY, STORAGE AND HANDLING

- Deliver fence fabric and accessories in packed cartons or firmly tied rolls.
- Identify each package with manufacturer’s name.
- Store fence fabric and accessories in secure and dry place.

PART 2 – MATERIALS

2.01 MATERIALS AND DESCRIPTION

- Fence Height: 6 feet nominal.
- Line Post Spacing: At intervals not exceeding 10 feet.
- Framing Steel: ASTM F1083 Schedule 40 galvanized steel pipe, welded construction; coating conforming to ASTM F1043 Type A on pipe exterior and interior.
- Fabric Wire Steel: ASTM A392 zinc coated wire fabric.
- Concrete: 3,000 psi concrete.

2.02 COMPONENTS

- Line Posts: 2.38-inch diameter.

- Corner and Terminal Posts: 2.88 inch.
- Gate Posts: 3.5-inch diameter.
- Top and Brace Rail: 1.66-inch diameter, plain end, sleeve coupled.
- Gate Frame: 1.66-inch diameter for fittings and truss rod fabrication.
- Fabric: 2-inch diamond-mesh interwoven wire, 9-gauge thick, top selvage twisted tight, bottom selvage knuckle end closed.
- Tension Wire: 7 gauge thick steel, single strand, galvanized.
- Tie Wire: Aluminum alloy steel wire.

2.03 ACCESSORIES

- Caps: Cast steel, pressed steel, or malleable iron; galvanized, sized to post diameter, set screw retainer.
- Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; galvanized steel.
- Gate Hardware: Center gate stop and drop rod; two 180-degree gate hinges for each leaf.

2.04 GATES

- Gate Types, Opening Widths and Directions of Operation: As indicated on Drawings or by Engineer in the field.
- Factory-assembled gates.
- Design gates for operation by one person.
- Fabricate gates to permit 180-degree swing.
- Gates Construction: ASTM F900 with welded corners. Use of corner fittings is not permitted
- Components and Fabric: Galvanized to ASTM A123/A123M; ASTM A153/A153M for components; ASTM A392 for fabric; 2.0 oz/sq ft coating.
- Hardware: Galvanized to ASTM A153/A153M, 2.0 oz/sq ft coating.
- Accessories: Same finish as framing.

PART 3 - EXECUTION

3.01 INSTALLATION

- Install framework, fabric, accessories and gates in accordance with ASTM F567.
- Install posts with 6 inches maximum clear opening from end posts to buildings, fences and other structures.
- Excavate holes for posts to diameter and spacing indicated on Drawings without disturbing underlying materials.

- Center and align posts. Place concrete around posts, and vibrate or tamp for consolidation. Verify vertical and top alignment of posts and make necessary corrections.
- Set intermediate, terminal, and gateposts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.
- Line Post Footing Depth below Finish Grade: ASTM F567.
- Corner, Gate and Terminal Post Footing Depth below Finish Grade: ASTM F567.
- Allow footings to cure minimum 7 days before installing fabric and other materials attached to posts.
- Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gateposts.
- Install top rail through line post tops and splice with 6-inch long rail sleeves.
- Install center and bottom brace rail on corner gate leaves.
- Place fabric on outside of posts and rails.
- Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
- Position bottom of fabric 2 inches above finished grade.
- Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- Attach fabric to end, corner, and gateposts with tension bars and tension bar clips.
- Install bottom tension wire stretched taut between terminal posts.
- Install support arms sloped outward and attach barbed wire; tension and secure, with barbed wire installed with lowest strand not less than 8 feet from ground level.
- Support gates from gateposts. Do not attach hinged side of gate from building wall.
- Install gate with fabric and barbed wire overhang to match fence. Install three hinges on each gate leaf.
- Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings, if double gates are called for on the Drawings.

3.02 ERECTION TOLERANCES

- Maximum Variation From Plumb: 1/4 inch.
- Maximum Offset From Indicated Position: 1 inch.

END OF SECTION

CONSTRUCTION QUALITY ASSURANCE/QUALITY CONTROL PLAN

PHASE 2, MODULES 1 AND 2
GUNNISON COUNTY LANDFILL

Prepared for
Gunnison County, Colorado

Prepared by
Souder, Miller & Associates

Michael J. Pretti, P.E.
Senior Engineer

COLORADO LICENSED
MICHAEL J. PRETTI
4-27-16
0048503
PROFESSIONAL ENGINEER

Joseph A. Hess, P.E.
Senior Engineer

Date: April 2016
SMA Project No.: 4D24313

Souder, Miller & Associates
Engineering • Environmental • Surveying
8000 W. 14th Avenue • Lakewood, CO 80214
(303 239-9011 • fax (303) 239-0745 • www.soudermiller.com

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1.0 INTRODUCTION

This Construction Quality Assurance/Quality Control Plan (CQAQCP) has been prepared for Gunnison County Landfill (the Landfill), Gunnison County, Colorado. This CQAQCP addresses the quality assurance of the construction and installation of environmental control systems at the Landfill, including earthen materials (foundation layer soils, operations layer structural fill, pipe bedding and backfill, and materials for surface water control structures) and man-made materials (geosynthetic clay liner (GCL), high density polyethylene (HDPE) geomembrane, geotextiles, geocomposite, shotcrete, and pipes). Procedures are also provided for managing refuse encountered during landfill construction operations. This CQAQCP is intended to be a "working" document that is updated to reflect changes in specific materials used, in installation practices, or in tests and test methods.

The CQAQCP includes the construction information and procedures for the following systems at the Landfill:

- Leachate collection, storage, and removal system
- Landfill floor and side slope foundation and synthetic liner system (to include operations layer)
- Surface water drainage.

The scope of this CQAQCP includes the quality assurance applicable to these landfill systems for the following:

- Soil excavation and placement
- Manufacturing, fabricating, shipping, handling, and installation of geosynthetic fabrics and pipes.

1.1 Quality Assurance and Quality Control

Construction quality assurance and quality control are defined as follows:

Construction Quality Assurance (CQA) is a planned system of activities that provides the Owner and permitting agency assurance that the facility was constructed as specified in the design. Construction quality assurance includes inspections, verifications, audits, and evaluations of materials and workmanship necessary to determine and document the quality of the constructed facility. Construction quality assurance refers to measures taken by the CQA organization to assess if the Installer or Contractor is in compliance with the plans and specifications for a project [EPA, 1993a #55].

Construction Quality Control (CQC) is a planned system of inspections that is used to directly monitor and control the quality of a construction project. Construction quality control is normally performed by the geosynthetics installer, or for natural soil materials by the earthwork contractor, and is necessary to achieve quality in the constructed or installed system. Construction quality control refers to measures taken by the Installer or Contractor to determine compliance with the requirements for materials and workmanship as stated in the plans and specifications for the project [EPA, 1993a #55].

1.2 General Testing Requirements

This CQAQCP includes references to test procedures of the American Society for Testing and Materials (ASTM), the National Sanitation Foundation Standard Number 54 Flexible Membrane Liners, and the Geosynthetics Research Institute (GRI).

Unless indicated otherwise, tests will be performed in strict accordance with the referenced test procedure and the description included in this plan. Any deviations to test procedures specified in this plan must be approved, in writing, by the Construction Quality Assurance Engineer (CQAE) and the Colorado Department of Public Health and Environment (CDPHE).

1.3 Organization and Use of the CQAQC Plan

The CQAQCP is divided into six main sections:

Section 1.0: Introduction
Section 2.0: Surveying Requirements
Section 3.0: Earthen Materials
Section 4.0: Geosynthetic Materials
Section 5.0: Pipe
Section 6.0: Construction Certification Report

This organization is based on general construction procedures and materials and does not follow the actual sequence of systems as they are constructed within the Landfill.

1.4 Definitions

1.4.1 Construction Quality Assurance Engineer

Gunnison County (henceforth, Owner) will retain an independent consulting firm to fulfill the role of CQAE. The CQAE consulting firm shall provide a Colorado registered professional engineer for oversight and supervision of CQAE activities. The CQAE will observe and document activities related to construction of environmental containment systems at the site and will provide overall coordination of documentation submitted in support of this plan. The CQAE will also be responsible for surveying (horizontal and vertical control). A Colorado registered professional engineer employed by the CQAE will prepare and certify the Construction Certification Report, which will be submitted to CDPHE upon approval by the Owner. The term “CQAE” is used throughout this document when reference is made to the tasks performed by this role.

1.4.2 Design Engineer

The Design Engineer is the company hired by the Owner to prepare the Landfill Design, Operations, and Closure Plan. Souder, Miller & Associates (SMA) is the Design Engineer for this project. This Plan is prepared under the supervision of, and is sealed by, a Colorado registered professional engineer. The term "Design Engineer" is used throughout this document to indicate the official representative of the Design Engineer, whether on site or not.

1.4.3 Facility Owner

Gunnison County is the Owner of the landfill facility. The term "Owner" is used throughout this document to indicate the official representative of the Owner.

1.4.4 Facility Operator

Gunnison County is the current Operator of the landfill facility. The term "Operator" is used throughout this document to indicate the official representative of the Operator.

1.4.5 General Contractor

The General Contractor will have overall construction responsibility for the completion of the landfill facility. The General Contractor will also be responsible for hiring of all subcontractors such as the Geosynthetic Installer or the Earthwork Contractor. The term "Contractor" is used throughout this document when reference is made to the tasks and responsibilities for this role.

1.4.6 Geosynthetic Installer

The Geosynthetic Installer is the General Contractor or a subcontractor hired to install the geosynthetic components referenced in this plan. The term "Installer" is used throughout this plan when reference is made to the tasks and responsibilities of the Geosynthetic Installer.

1.4.7 Geosynthetic Manufacturers

The Geosynthetics Manufacturers are those hired by the General Contractor to furnish the geosynthetic components referenced in this manual. The term "Geosynthetics Manufacturer" is used throughout this plan to indicate the specific company supplying these materials to the job site. This plan includes specific quality assurance and quality control requirements for the geosynthetics manufacturers in their role of providing the quality control during geosynthetics manufacturing.

1.4.8 Resin Supplier

The Resin Supplier is the company or companies selected by the Geosynthetics Manufacturer to furnish the resins used in fabricating the geosynthetic components. The term "Resin Supplier" is used in this manual to denote, individually, each respective supplier. Designations of the specific resin suppliers are not necessary since all communication and responsibilities within this plan are between the respective manufacturers and suppliers.

1.4.9 Geosynthetics Testing Laboratory

The Geosynthetics Testing Laboratory is an independent qualified laboratory hired by the CQAE to perform laboratory tests of the geosynthetics used at the site as indicated in the CQAQCP. The term "Geosynthetics Testing Laboratory" is used throughout this manual to denote the official representative of the company providing these services.

1.4.10 Soils Testing Laboratory

The Soils Testing Laboratory is an independent, qualified laboratory hired by the CQAE to perform field and laboratory Quality Assurance/Quality Control (QAQC) soils tests as indicated in the CQAQCP. The term "Soils Testing Laboratory" is used throughout this manual to denote the official representative of the company providing these services. The Soils Testing Laboratory will supply technicians as necessary for collection and laboratory analyses of samples and testing of in-place earthen materials. The QAQC testing performed by the Soils Testing Laboratory shall be performed under the supervision of a Colorado registered professional engineer.

1.5 Organization of the CQAQCP Parties

Overall responsibility for carrying out the provisions of this CQAQCP is with the CQAE. The CQAE will consult the Design Engineer regarding design specifications and/or recommended changes in the Design Plans and Drawings.

The Contractor (including any subcontractors that may be brought to the site) and the Installer will report to the Owner and the CQAE for matters relating to the CQAQCP. The Owner and CQAE shall consult the Design Engineer with questions about, or possible modifications to, the Design Plans and Drawings.

The Geosynthetics Manufacturers will report to the CQAE regarding technical matters related to the work described in this plan. Financial questions will be directed by the Manufacturers to the CQAE or Owner as appropriate. Resin Suppliers are responsible solely to the respective Geosynthetics Manufacturer to which they are supplying material. The Resin Suppliers have no direct responsibilities set forth in this plan.

1.6 Meetings

There are two types of meetings which will be required for implementation of this Plan: pre-construction meetings and problem/deficiency meetings.

A pre-construction meeting will be conducted immediately prior to the commencement of Modules 1 and 2 construction and will be attended by the Owner and the Contractor, along with other appropriate parties such as the Soils Testing Laboratory and the CQAE. The purpose of this meeting will be to review the project and the CQAQCP as it applies to environmental control system construction and familiarize all parties with their respective responsibilities and interactions.

Problem/deficiency meetings will be conducted as requested by the Owner or CQAE to work out problems which may arise with the construction or CQAQC testing. The meetings will be attended by appropriate parties.

1.7 Deficiencies and Resolution

If a deficiency is discovered in the construction work, the CQAE will determine the extent and nature of the defect by additional testing, observation, review of data, or other appropriate means and will then inform the Owner. The Owner and the CQAE will direct the Contractor to perform the necessary corrective tasks. The previously defective area will be retested as appropriate to document the success of corrective action.

1.8 Documentation

This section describes the types of documentation reports that must be completed by each party which has direct QAQC responsibility for the landfill construction. The parties with these responsibilities are the CQAE and the Soils Testing Laboratory.

The documentation of CQA activities is the most effective method to make certain that the quality assurance requirements have been addressed and satisfied. The documentation process includes:

- Recognition of construction tasks that should be documented
- Assignment of responsibilities for the observation, testing, and documentation of these tasks
- Completion of the required forms, data sheets, and reports to provide an accurate record of the work performed during construction

1.8.1 Daily Construction Reports

A construction report will be completed by the CQAE or the Soils Testing Laboratory each day that they perform work on the site. This summary report will provide a chronological record for identifying and recording other reports, data sheets, forms, and checklists. This report will contain, at a minimum, the following information to be written in ink and preferably pre-printed so that the required information is organized in an easily accessible manner:

- Date, project name, location, and report preparer's name. The number and name of people on site under the direction of the preparer related to QAQC tasks
- Data on pertinent weather conditions including temperature, humidity, wind direction and speed, cloud cover, and any precipitation events
- Contractor's or Installer's work force, equipment in use and idle, and materials delivered to or removed from the job site

- Chronological description of work in progress including any notices to, or requests from, the Contractor and/or the Installer
- Results of, or a clear reference to, where the results can be found for testing performed on site by personnel under the direction of the preparer
- Laboratory samples collected, marked, and sent to the outside testing laboratories will be clearly indicated in the daily report by direct inclusion or by reference to the document containing such information. Likewise, reference should be included for any test data submitted by any of the outside testing laboratories
- An accurate record of communications with other QAQC parties, or any other outside companies, regulatory agencies, or consultants will be kept regarding the day's construction activities or any project meetings that are held
- An accurate record of calibrations or standardizations performed on field-testing equipment, including actions taken as a result of recalibrations will also be kept. Failing field tests, corrective action(s) taken, and retesting confirmation if a problem/deficiency identification and corrective action report is not completed.
- A description of non-confirming work and corresponding problem/deficiency identification as described in Section 1.8.2 of this CQAQCP.
- Signature of CQAE.

1.8.2 Problem/Deficiency Identification and Corrective Action Reports

Problem and/or deficiency and corrective action reports will be completed by the Soils Testing Laboratory and/or the CQAE when any construction material or activity observed or tested does not meet the requirements set forth in this plan. These reports are not necessary for a failing field test if corrective action is taken and retesting confirms acceptable properties. These reports shall be cross-referenced to the forms, data sheets, checklists, and other reports that contain data or observations leading to the determination of a problem or deficiency. At a minimum, the Problem/Deficiency Identification and Corrective Action Reports will include the following information:

- A detailed description of the problem or deficiency, including reference to any supplemental data or observations responsible for determining the problem or deficiency
- Location of the problem or deficiency, including how and when the problem or deficiency was discovered. In addition, an estimate of how long the problem or deficiency has existed should be included as well as an opinion as to the probable cause of the problem or deficiency
- A recommended corrective action for resolving the problem or deficiency should also be included in the report. If the corrective action has already been implemented, then the observations and documentation to show that the problem or deficiency has been resolved should be included. If the problem or deficiency has not been resolved by the end of the day upon which it was discovered, then the report will clearly state that it is an unresolved problem or deficiency.

A problem/deficiency report will be submitted to the CQAE by the end of the working day during which the problem or deficiency occurred. If a solution to the problem or deficiency has not been agreed to by the end of the day, the CQAE will discuss the issue with the Owner, and the Owner will take the necessary corrective actions to resolve the problem or deficiency as soon as practical. The CQAE is responsible to make certain that all Problem/Deficiency Identification Reports have been adequately resolved.

The CQAE will carefully review all problem/deficiency reports to determine whether similar reports on the same problem or deficiency are an indication of a need to make changes to the Design Plans and Drawings and/or the CQAQCP. If this situation should develop, a meeting will be held to determine whether revisions to the plans or Design Plans and Drawings or this CQAQCP should be made. Any revisions to the Design Plans and Drawings or the CQAQCP must be approved by the Owner, CQAE, and CDPHE, as appropriate. Note, that a section on "problem/deficiencies" completed on the CQAE daily report may suffice as a Problem/Deficiency Report.

1.8.3 Construction Certification Report

A Construction Certification Report will be prepared by the CQAE following completion of Modules 1 and 2 construction. At a minimum, the Construction Certification Report will contain the following information:

- All correspondence with CDPHE regarding this particular project
- Documentation of all required surveys (see list in Section 2.2 of this CQAQC Plan)
- A summary of all problem/deficiency reports and resolutions
- All daily reports, field and laboratory results of Soils Testing Laboratory for foundation soils, and coarse-grained soils for rip-rap and for leachate drainage systems
- Copy of the Geosynthetic Installer's CQAQCP (if applicable to construction)
- All QA laboratory testing results for geosynthetics by Manufacturer
- All Installer's Daily Reports on panel deployment and seaming for geosynthetics
- All shippers' listing of panel or roll numbers, thickness, and dimensions for geosynthetics
- Any installation acceptance forms completed by Owner and Installers
- All manufacturer and field testing results of pipe construction materials, as applicable
- Correspondence with Soils Testing Laboratory regarding placement and testing of structural fill
- As-built construction drawings
- A statement by the CQAE documenting that the construction has been completed in substantial accordance with the approved Plans, specifications, and CQAQCP

The as-built construction drawings shall include, but shall not be limited to:

- Subgrade excavation contour map illustrating constructed grades and elevations
- Top of foundation layer contour map illustrating constructed grades and elevations
- Liner seam layout drawings for geomembrane and GCLs
- Top of operations layer contour map illustrating constructed grades, elevations, liner terminations, interim termination berms, and locations of interim diversion ditches
- Maps as necessary illustrating constructed locations of permanent surface water features, leachate sump, liner penetration boxes, haul roads, site wells and gas monitoring probes, fences, and plan-profile of leachate conveyance piping.

2.0 SURVEYING REQUIREMENTS

2.1 Survey Control

Vertical and horizontal control has been established for the site as follows:

Basis of Bearings: The south line of the Southwest 1/4 of Section 11 Township 49 North, Range 1 East of the New Mexico Principal Meridian, being S 89 08'41" E, assumed.

Benchmark: The East 1/16 corner of Section 10-Section 15, being a 3-1/4" aluminum cap on #6 rebar, PLS 20140, Elevation = 8094.61'

Prior to construction, the County's designated surveyor shall set two reference monuments to the Southeast corner of Section 10 to perpetuate its position.

The CQAE or his subcontractor shall independently verify the accuracy of previously used control for each construction module/phase.

A boundary survey plat, prepared by a Registered Professional Land Surveyor and showing existing rights of way and easements of record, has been recorded with Gunnison County. The pertinent boundary information from that survey is shown on the design drawings.

2.2 Required As-Built Surveys

Surveys performed for inclusion in the construction documentation report shall include, but not necessarily be limited to:

- As-built subgrade excavation contours and grades
- As-built top of foundation layer contours and grades
- As-built top of operations layer contours and grades
- As-built locations of all leachate piping and liner penetrations
- As-built locations and extent of all liner components
- As-built locations, contours, and grades of all engineered surface water diversion structures
- Site boundary location relative to construction.

2.3 Excavation Surveying

Grade staking will be performed by surveyors under the supervision of the CQAE to establish required elevations for the excavation base. The CQAE will document excavation elevations by survey using established vertical control. Vertical elevations of excavation grades will be documented based on a grid spacing of 50 feet or less, and the axes of the tops and toes of slopes will be surveyed on a spacing of 50 feet or less.

Vertical measurements shall be read to the nearest 0.01 foot to establish elevations at a minimum precision of 0.1 foot. Horizontal measurements shall be read to the nearest 0.1 foot to establish locations at a minimum precision of 0.5 foot. Subgrade shall be constructed to within a tolerance of 0 to -0.1 foot of design subgrade elevation.

2.4 Top of Foundation Layer Surveying

The CQAE will document top of foundation layer elevations by survey using established vertical control. Vertical elevations of foundation layer finish grades will be documented based on a grid spacing of 50 feet or less, and the axes of the tops and toes of slopes will be surveyed on a spacing of 50 feet or less. Vertical survey measurements shall be read to the nearest 0.01 foot to verify that foundation layer is a minimum of 0.5-foot thick and within a tolerance of + 0.1 foot.

Positive drainage must be maintained at all points of the liner. Horizontal measurements shall be read to the nearest 0.1 foot to establish locations at a minimum precision of 0.5 foot.

The foundation layer will extend several feet beyond the area of the interim phase's geosynthetic liner system to allow keying of subsequent phases together. The CQAE shall document the extent of the foundation layer construction beyond the liner components.

2.5 Liner System Surveying

The horizontal extent of all geosynthetic components for the liner system, leachate sump, and leachate pond shall be surveyed. Survey measurements shall not be more than 50 feet apart along the edges of the liner system. Survey points shall also be located at each turning point or grade break along the edge of liner. The vertical location of the installed geosynthetic liner system will be derived from the top of foundation layer survey.

2.6 Operations Layer Surveying

The thickness and extent of the operations layer shall be verified by surveyors under the direction of the CQAE. Vertical elevations of operations layer grades will be documented based on a grid spacing of 50 feet or less, and the axes of the tops and toes of slopes will be surveyed on a spacing of 50 feet or less. Vertical measurements shall be read to the nearest 0.01 foot to establish elevations at a minimum precision of 0.1 foot and to verify that the operations layer is a minimum of 1.0-foot thick ± 0.1 foot. Horizontal measurements shall be read to the nearest 0.1 foot to establish locations at a minimum precision of 0.5 foot.

2.7 Piping Surveying

The horizontal and vertical locations of the top of pipe for all permanent piping for leachate collection and conveyance shall be established by surveyors under the direction of the CQAE. The piping shall include, but not necessarily be limited to the following:

- Leachate conveyance piping between the Phase 2 leachate sump and the leachate pond
- Trench (for leachate conveyance piping) invert elevations
- Liner penetration boxes in the Phase 2 sump and leachate pond
- Leachate conveyance pipe manometer and cleanout pipes
- Leachate conveyance pipe valve and valve box.

The top of each pipe shall be surveyed on a spacing of 25 feet. In addition, the beginning and ending and all turning points (vertical or horizontal) in each pipe run shall be surveyed. The installed locations and elevations of the liner penetration boxes shall be measured at the locations indicated on Drawing No. 4 of the Construction Drawings. Elevations shall be measured to the nearest 0.01 foot. Horizontal locations shall be measured to the nearest 0.1 foot.

2.8 Surface Water Drainage Surveying

The as-built configuration of all man-made permanent surface water drainage features shall be measured by surveying. These features include but are not necessarily limited to the following:

- Perimeter run-on and run-off channels
- Drainage culverts

The flow line of each drainage channel shall be surveyed for horizontal and vertical location on a spacing of 50 feet or less. All turning points in the channels shall also be surveyed. Cross sections of the channels shall be surveyed every 200 feet or less of channel length to verify

construction in accordance with the Design Plans and Drawings. Elevations shall be measured to the nearest 0.01 foot. Horizontal locations shall be measured to the nearest 0.1 foot.

3.0 EARTHEN MATERIALS

This part of the CQAQCP describes the earthen materials used in constructing the disposal areas and drainage structures for the landfill.

3.1 Non-Granular Soils

This section includes the QAQC requirements for placement, backfilling, and compaction of non-granular soils used for constructing the landfill phases. For purposes of this CQAQCP non-granular soils are select clayey sands (SC in accordance with the Unified Soil Classification System or USCS) present at the site. There are no clay soils (CL) known to exist at the site, but should they be encountered, they would also fall under this classification. The non-granular soils will be used for the following:

- Backfilling areas that are over excavated
- Constructing the floor and side slope foundation layer, and the leachate sump and leachate pond foundation layer
- Constructing other structural fills at the landfill
  - Leachate pond embankment construction (granular soils may also be used)
  - Leachate conveyance pipe trench backfill
  - Culvert backfill
  - Anchor trench backfill.

Any field tests, soil sample locations, and survey measurements will be recorded in reports by the CQAE or its representative including locations (by site grid station) and elevations of all field tests and laboratory sample points.

In addition to the onsite non-granular soil materials, bentonite will be imported to the site for repair of test probe holes installed in the foundation layer during moisture/density testing. Perforations due to nuclear density testing shall be backfilled by using granular bentonite compacted by hand to achieve continuity of the compacted foundation layer at these locations.

3.1.1 Pre-construction

Non-granular soil placement will be performed in accordance with the Design Plans and Drawings. The Soils Testing Laboratory and/or CQAE shall document that backfilling and/or recompacting operations are conducted in compliance with the project Design Plans and Drawings, and with this CQAQCP.

3.1.2 Materials of Construction

Soils used for construction of the foundation layer will be taken from onsite stockpiles or directly from excavation areas for subsequent landfill construction. In order to meet the maximum aggregate size requirements for the soil, the material may be mechanically screened to remove rocks larger than 4 inches. Alternatively, manual removal of rocks during placement may be conducted. All soils used in floor or side slope foundation layer construction shall be compacted according to the Design and Construction Plans.

3.1.3 Field Testing Requirements

The nuclear moisture/density field testing methods used by the Soils Testing Laboratory during construction are presented in Table 1.

Table 1

Nuclear Moisture/Density Field Testing Methods

Parameter	*Method*
Moisture Content	ASTM D6938
Soil Density	ASTM D6938

Test frequencies for performing field moisture/density tests on all structural non-granular fill soils are presented in Table 2.

Field in-place moisture-density tests shall be verified by laboratory testing and/or alternate field methods on a periodic basis. At least one verification test shall be performed per 30 otherwise required field tests. Verification tests will include separate nuclear density device tests. In addition, nuclear moisture/density devices shall be calibrated daily and the results of the calibration tests included in the daily field report.

Table 2

Non-Granular Soil Compaction/Moisture Specifications and Minimum Field Test Frequencies

Fill Type	*Minimum Test Frequency*	*Compaction/Moisture Specification*
Excavation Base (over excavation backfill)	4/acre/lift or at least 1 test per discrete area of backfill	92% ASTM D1557 @ ± 4% of optimum moisture content
Foundation Layer	4/acre/lift	
Leachate Conveyance Pipe Trench Backfill	Minimum 1/lift/100 ft of trench	
Culvert Backfill	Minimum 1/lift/culvert	
Leachate Pond Embankments	Minimum 1/lift of embankment	90% ASTM D1557 @ ± 4% of optimum moisture content
Structural Fill (Berm)	Minimum 1/lift of embankment	
Anchor Trench Backfill	NA	NA

3.1.4 Laboratory Testing Requirements

The qualified Soils Testing Laboratory will conduct periodic laboratory testing on samples from the soil borrow area and from the fill areas. Table 3 presents the minimum laboratory test types, methods, and frequencies for all non-granular soils used as structural fill at the site.

Table 3

Laboratory Testing Specifications for Non-Granular Soils

Test	*Method*	*Minimum Frequency*
Modified Proctor	ASTM D1557	1 per 8,000 yds^3 or change in material type
Atterberg Limits	ASTM D4318	1 per Proctor or change in material type
Grain Size Analyses	ASTM D422	
Unified Soil Classification	ASTM D2487	
1-point Modified Proctor	Based on ASTM D1557	As needed to assist in estimation of optimum moisture content/density of questionable material

3.1.5 Acceptance Criteria

The following acceptance criteria will apply to non-granular soil:

- The soils will be compacted to the density specified on the Design and Construction Plans. Moisture content specifications will be met for all soils. Moisture will be maintained within plus or minus 4 percentage points of optimum moisture content. When moisture content is outside of these limits, measures will be taken to bring the moisture content within the specification. However, moisture content will not be used as the sole criterion for failing a density test
- Any soils that do not classify as SC or CL by the Unified Soil Classification System shall be reported immediately to the CQAE.

3.1.6 Placement Criteria

The non-granular structural fill soils shall be placed with emphasis on the following:

- Segregation and removal of unsuitable material
- Removal of boulders, stumps, and roots
- Removal of structurally weak material (i.e., organic debris and soils that classify as silt (ML) under the Unified Soil Classification System).

Field densities and moisture contents will be measured in areas where non-granular compacted soil has been placed in order to document that the in-place soils are in conformance with the required specifications.

Any backfilling and/or placement of non-granular soils will be accomplished in accordance with the following requirements:

- Observed stones greater than 4 inches in any dimension will be removed from this material by mechanically screening the soil or manual removal during soil homogenizing and moisture conditioning
- No frozen soils will be used for backfilling. Any frozen soils in the compaction work area will be removed

- The loose thickness of layers for soil compaction shall not exceed 8 inches
- Compaction will be performed on properly homogenized and moisture conditioned soil so as to accomplish continuous and complete layer bonding and continuity of all soil construction joints on waste disposal area bottoms and side slopes. The maximum clod size shall be 4 inches in any dimension
- Unacceptable compaction density or moisture content will be reported immediately to the CQAE by the Soils Testing Laboratory. Corrective action will consist of moisture conditioning of the soil and/or additional compactive effort as necessary.

3.1.7 Excavation Base Requirements

Excavations shall be observed by the CQAE prior to foundation fill construction. The CQAE will document all excavation conditions including but not limited to relative moisture content, material consistency, stability, slope configuration, and that the base area is graded according to the Design Plans and Drawings. The excavation base shall be free of loose, saturated, or frozen soils, pooled water, and unstable materials prior to acceptance by the CQAE. Proof rolling with heavy equipment such as a loaded tandem axle dump truck will be performed to identify any areas of undesirable material or soft soils (deflections greater than 1 inch or as determined by the CQAE) and will be observed by the CQAE and/or the Soil Testing Laboratory.

Where unacceptable excavation base surface conditions exist, the surface will be re-rolled or over excavated to reduce the impact of such conditions. When over excavated, the resulting depression will be backfilled with structural fill. Backfilling will be accomplished in accordance with the field and laboratory testing provisions of Sections 3.1.3 and 3.1.4 of this CQAQC Plan. In addition, at least one moisture/density test shall be conducted on each discrete backfill area. The completed and/or repaired excavation will be surveyed according to the provisions of Section 2.3 of this CQAQC Plan to determine that the excavation base is in accordance with the Design Plans and Drawings.

3.1.8 Foundation Layer for Floor and Side Slopes

The final thickness of the compacted floor and side slope foundation layer shall be a minimum of 0.5 foot when measured normal to the excavation floor and side slope surface. The material shall be placed in lifts not to exceed 8 inches in loose thickness. Material thickness and proper grades shall be verified by surveying as described in Section 2.4 of this CQAQC Plan.

The foundation layer for each successive module within Phase 2 shall be integrally connected to provide a continuous layer across the landfill floor and side slopes.

Prior to placement of the GCL, the CQAE shall observe proof rolling of the compacted foundation layer to verify adequate compaction. In addition, the final surface of the floor and side slopes shall be smoothed by compaction with a flat wheel drum or other suitable compactor in order to provide a well-draining surface, free of protrusions that could damage the overlying GCL.

3.1.9 Other Structural Fill

3.1.9.1 Leachate Pond Embankments

When leachate pond embankments are constructed using non-granular soils, the soil shall be placed in loose 8-inch maximum lifts and compacted to a minimum of 90 percent of maximum modified Proctor dry density at ± 4 percentage points of optimum moisture content. Prior to constructing the embankments, the area beneath the embankments shall be scarified and proof-rolled to the satisfaction of the CQAE. Field moisture-density tests shall be conducted at a rate no less than one test per compacted soil lift per embankment. The as-built construction of the

embankments shall be verified by surveying as specified in Section 2.4 of this CQAQC Plan. Leachate pond embankments may also be constructed with granular soils as described in Section 3.2 of this CQAQC Plan.

3.1.9.2 Leachate Conveyance Pipe Backfill

The top 2 feet (minimum) of the leachate conveyance pipe backfill shall be constructed using non-granular soils placed in loose 8-inch maximum lifts and compacted to a minimum of 92 percent of maximum modified Proctor dry density at ± 4 percentage points of optimum moisture content. Field moisture-density tests shall be conducted at a rate no less than one test per compacted soil lift per 100 feet of trench. The as-built construction of the trench shall be verified by surveying as specified in Section 2.7 of this CQAQC Plan.

Placement of non-granular materials as backfill in the trench, below the top 2 feet, shall be conducted in such a manner to minimize voids and to insure that the compaction specification can be met with the overlying material. However, if the trench backfill occurs in the south berm or any other areas of structural fill, structural fill compaction requirements shall be achieved. The Contractor shall propose a compaction method for these soils below the top 2 feet for acceptance by the CQAE; however, the Contractor shall be responsible for achieving the compaction and moisture compaction requirement for the top 2 feet of backfill in the trench irrespective of the method used on the lower fill.

3.1.9.3 Culvert Backfill

Where non-granular soils are used as the backfill for culverts, the fill shall be placed in loose 8-inch maximum lifts and compacted to a minimum of 92 percent of maximum modified Proctor dry density at ± 4 percentage points of optimum moisture content. Field moisture-density tests shall be conducted at a rate no less than one test per compacted soil lift per culvert.

3.1.9.4 Anchor Trench Backfill

Non-granular soils used for backfilling of anchor trenches shall be moisture conditioned and wheel rolled or compacted with a hand operated compactor in the anchor trench to the satisfaction of the CQAE. Care shall be taken not to damage the liner during compaction of the soils. The CQAE shall observe all compaction operations in the anchor trench. There are no prescribed quantitative tests for this material; however, at the discretion of the CQAE, laboratory and field testing may be requested to assess moisture, density, and grain size distribution.

3.2 Granular Soils

3.2.1 Pre-Construction

Granular soil placement will be performed in accordance with the Design Plans and Drawings. The granular soils will be of sufficient consistency to provide compliance with the Design Plans and Drawings. Granular soils used in the construction will be derived from onsite excavation and offsite sources. Excavated materials may be mechanically screened to meet the specifications. Samples of the granular soils will be collected from the supplier and analyzed in the laboratory prior to anticipated use of the materials to insure that the material meets specifications stated in this section.

3.2.2 Materials of Construction

Granular soils will be used for the operational layer over the floor liner system, bedding for pipes, riprap, and culverts, and leachate sump backfill. Granular soils may also be used for structural fill in leachate pond embankments.

3.2.2.1 Operations Layer

The operations layer is intended to be constructed of relatively permeable material such as sandy or gravelly soil. There are no specific gradation specifications for the operations layer except that the maximum particle size shall be four inches in any dimension. The CQAE shall approve the materials used. Note that the liner and leachate collection and removal system designs are not predicated on the drainage characteristics of the operations layer.

3.2.2.2 Leachate Sump Gravel

The granular material placed in the leachate sumps shall be 1.5-inch washed stone conforming to the ASTM C33 size #4 specification (refer to Table 4). These specifications shall be verified by testing of at least one sample per source. This material shall be made up of inert and stable materials such as silica and quartz. No carbonate based aggregate may be used. Carbonate based aggregate is not known to be present at Gunnison County sources; therefore, testing for carbonate content is not required. If the CQAE suspects that the sump gravel contains carbonate-based materials, testing for carbonate shall be conducted (see Section 3.2.4 of this CQAQC Plan). The hydraulic conductivity of the ASTM C33 size No. 4 aggregate is greater than $1x10^{-2}$ cm/sec; therefore, no hydraulic conductivity testing is required.

Table 4

Sump Gravel Specification (ASTM C33, Size No. 4)

Sieve Size	***Mass Percent Passing Square Mesh Sieves***
2-inch	100
1½-inch	90-100
1-inch	20-55
3/4-inch	0-15
3/8-inch	0-5

3.2.2.3 Leachate Drainage Layer

The leachate drainage layer shall consist of a sand and/or gravel with an in-place hydraulic conductivity of ≥ $5x10^{-2}$ cm/sec and a maximum particle size of ¾-inch. The leachate drainage layer materials will be poorly graded, with less than 5 percent passing the No. 200 sieve. These specifications shall be verified by testing of least one sample per source. Leachate drainage layer materials shall be made up of inert stable materials such as silica and quartz. The material and its particle size distribution shall be approved by the CQAE.

3.2.2.4 Rip Rap

Rip rap used in the drainage channels shall comply with the specifications detailed in Table 5. No specific testing of this material is required. However, the CQAE shall require testing of the material as appropriate in the event that there is any indication that the material does not meet the specifications.

Table 5

Rip Rap Classification and Gradation

Rip Rap Designation	***% Smaller by Weight***	***Intermediate Rock Dimension (in)***	***D_{50} (in)***
Type VL	70-100	12	6
	50-70	9	
	35-50	6	
	2-10	2	
Type L	70-100	15	9
	50-70	12	
	35-50	9	
	2-10	3	
Type M	70-100	21	12
	50-70	18	
	35-50	12	
	2-10	4	
Type H	100	30	18
	50-70	24	
	35-50	18	
	2-10	6	
Type VH	100	42	24
	50-70	33	
	35-50	24	
	2-10	9	

3.2.2.5 Type II Bedding

A thickness of 12-inches of Type II granular bedding shall be installed for all rip rap. Granular bedding for rip rap shall conform to the specification detailed in Table 6. These specifications shall be verified by a minimum of one test per source of granular bedding conducted per phase of construction in which the material is used.

Table 6

Type II Rip Rap Bedding Specification

Sieve Size	*Mass Percent Passing Square Mesh Sieves*
3-inch	90-100
¾-inch	20-90
No. 4	0-20
No. 200	0-3

3.2.2.6 Pipe Bedding

Pipe bedding shall be constructed for culverts, and leachate conveyance pipes outside the lined area. Pipe bedding shall consist of granular material conforming to the specifications in Table 7. These specifications shall be verified by a minimum of one test per source of pipe bedding conducted per phase of construction in which the material is used. Pipe bedding material shall be approved by the CQAE.

Table 7

Pipe Bedding Specification

Sieve Size	*Mass Percent Passing Square Mesh Sieves*
3/4-inch	100
3/8-inch	>90
No. 4	>45
No. 100	<10
No. 200	<5

3.2.2.7 Other Structural Fill

Granular materials may also be used for construction of leachate pond embankments and the south perimeter berm. Maximum aggregate size for this fill shall be 4 inches for the leachate pond embankments and 12 inches for the berm, must be free of organic material and frozen materials, and the material must be approved by the CQAE prior to use as structural fill.

3.2.3 Testing Requirements

The Soils Testing Laboratory and/or CQAE will be responsible for making sufficient observations of the granular materials during their placement to insure that they meet the materials specifications. Any field tests, laboratory test results, and survey results, including locations (by grid station) and elevations of all field tests, and laboratory sample points, will be recorded by the CQAE.

Periodic laboratory testing will be performed on granular soil samples as required by the CQAE. At least one sample of each granular material to be used for leachate sump gravel, Type II bedding, and pipe bedding shall be collected and analyzed for particle size distribution. Samples shall be of sufficient size to be representative of the material placed at the site.

Grain-size (sieve) analyses will be performed according to the provisions of ASTM D422. The analytical results will be sent to the CQAE who will determine if the material meets the required specifications.

3.2.4. Acceptance Criteria

Generally, the acceptance criteria for the granular soils are the material specifications, based on particle size and visual observation. In addition, the granular soils must consist of inert and stable materials. Material that does not meet these criteria will be rejected. Commercially available aggregate in Gunnison County is typically silica and quartz-based; however, the CQAE will require testing for carbonate content in accordance with ASTM D4373 in the event that soluble materials are suspected to be present in the aggregate.

3.2.5 Placement Criteria

3.2.5.1 Granular Leachate Drainage Layer, Sump Gravel, and Operations Layer

The Contractor must protect the underlying liner components from damage during placement of the sump gravel, granular leachate drainage layer, and operations layer. The following placement criteria will be used by the Contractor while installing the 0.5-foot thick granular leachate drainage layer, the sump gravel, and the 1.0-foot thick operational layer.

- The granular drainage layer shall be carefully placed to avoid damage to the underlying geosynthetic materials. A minimum of 0.5-foot of granular soils shall be maintained between the liner and equipment with a ground pressure of less than 5 psi, 2 feet for all other tracked vehicles, and 3 feet for all other wheeled vehicles. The granular drainage layer thickness shall be certified by the CQAE prior to placement of the overlying operations layer.
- The operations layer shall be carefully placed to avoid damage to the underlying geosynthetic materials. A minimum of 1 foot of operations layer material shall be maintained between the geotextile and equipment with a ground pressure of less than 5 psi, 2 feet for all other tracked vehicles, and 3 feet for all other wheeled vehicles.
- During placement of gravel in the leachate sump, a minimum of 1.5 feet of granular material shall be maintained between the equipment and the underlying liner components.
- The leachate drainage layer, sump gravel, and operations layer soil shall be spread by working the material up, rather than down, the landfill slopes to minimize tensile stresses on the underlying liner system. Material shall always be pushed ahead of machinery.
- The Contractor shall minimize sharp turns of equipment while placing the aforementioned layers.
- The Contractor shall repair, at no expense to the Owner, any damage to the underlying geosynthetics caused during soil placement.

The Contractor shall propose to the CQAE a means of placing and spreading gravel drainage layer, leachate sump gravel, and operations layer soil over the liner and leachate collection system. The CQAE shall approve a method of placing and spreading the materials prior to their placement. The methods used shall be protective of the underlying leachate collection system and liner components.

The CQAE will observe, on a full-time basis, the spreading and grading of the operations layer and leachate sump gravel and document that it meets the project specifications. This observation will also be conducted to quickly detect potential and/or actual damage to the underlying geosynthetics upon which the material is being placed. Where damage is suspected, the underlying component surface will be exposed and observed to determine its condition. Actual damage will be fully documented as well as corrective action taken according to the repair procedures of Section 4. If damage to the underlying components is suspected, the CQAE will require the Contractor to excavate the overlying material in the suspected area to verify that damage to the underlying leachate drainage and liner components has not occurred. Any damage identified shall be repaired in accordance with this CQAQCP.

3.2.5.2 Pipe Bedding

Pipe bedding material shall be placed in all pipe trenches in a manner proposed by the Contractor and approved by the CQAE. Initial pipe bedding shall be placed prior to pipe leak testing (Section 5.1 of this CQAQC Plan). Trench backfilling shall be completed following satisfactory pipe testing.

3.2.5.3 Other Structural Fill

Any backfilling and/or placement of granular soils for other structural fill will be accomplished in accordance with the following requirements:

- Observed stones greater than 4 inches/12 inches in any dimension will be removed from this material by mechanically screening the soil or manual removal during placement.
- No frozen soils will be used for backfilling. Any frozen soils in the compaction work area will be removed
- The loose thickness of layers for soil compaction for the perimeter berm shall not exceed 12 inches. The loose thickness of layers for soil compaction for leachate holding pond embankments shall not exceed 8 inches.
- Compaction will be performed on properly homogenized and moisture conditioned soil so as to accomplish continuous and complete layer bonding and continuity of all soil construction joints on waste disposal area bottoms and side slopes.

Unacceptable proof rolling results will be reported immediately to the CQAE by the Soils Testing Laboratory. Corrective action will consist of moisture-conditioning of the soil and/or additional compactive effort as necessary. Each lift shall be proof rolled with a rubber tired machine exerting a minimum of 50 psi on the compacted soil surface. Deflection under the tires shall be less than 1 inch, or as determined by the CQAE, for acceptance. Proof rolling of all lifts shall be documented by the CQAE.

4.0 GEOSYNTHETIC MATERIALS

This part of the CQAQCP describes the geosynthetic materials used for construction of the liner and leachate collection system for the landfill and leachate holding pond. Included in the following sections is information regarding GCL, geomembrane, geocomposite, and geotextiles.

4.1 GEOSYNTHETIC CLAY LINER

The following sections summarize the quality assurance plan for testing and documentation of the GCL installation.

4.1.1 Onsite Quality Assurance

4.1.1.1 GCL Rolls and Panels

Construction quality assurance monitoring for the rolls and panels include:

- Monitoring and documenting the unloading of trucks delivering GCL rolls to the site.
- Monitoring and documenting the handling and onsite storage procedures and location of GCL rolls.
- Recording the manufacturing roll and batch number of GCL rolls delivered to the site, date of fabrication, and physical dimensions.
- Review of manufacturer's QA testing for conformance with specifications, including:
  - Name of the manufacturer and fabricator
  - Copies of quality control certificates that are issued by the producer of the GCL materials.
- Selecting samples from GCL rolls delivered to the site for offsite conformance testing. If possible, the sampling shall be performed by the Manufacturer at the plant prior to shipping to the site. Conformance testing will be performed as outlined below. Samples shall be sent to a geosynthetics testing laboratory for the following material properties:
  - Clay mass/unit area (ASTM D5993) at a frequency of 1/100,000 square feet of GCL installed
  - Moisture content (ASTM D2216) at a frequency of 1/100,000 square feet of GCL installed
  - Index flux (ASTM D5887) at a frequency of 1/100,000 square feet of GCL installed.
- Fixing a code number to samples and recording the manufacturing numbers of the rolls from which samples are taken.
- Labeling, packaging, and shipping samples to an offsite laboratory for conformance testing.
- Interpreting laboratory test results in accordance with the specifications and accepting or rejecting delivered rolls based on results of offsite testing.
- Visual review and marking of GCL as it is unrolled and deployed at the job site for uniformity, damage, and imperfections, including holes, thin spots, tears, punctures, and foreign matter.

4.1.1.2 Panel Placement

Quality assurance monitoring for panel placement includes:

- Obtaining a written acceptance of the subgrade by the GCL Installer
- Evaluating and documenting weather conditions (e.g., temperature, wind, humidity, precipitation) for GCL placement and informing the construction manager if requirements for weather conditions are not met, so the construction manager can decide whether or not to stop GCL placement
- Monitoring and documenting GCL placement as well as conditions of panels as placed
  - Noting panel defects, tears, or other deformities
  - Measuring in-place panel dimensions
  - Recording panel numbers
  - Documenting placement of supplemental granular bentonite along the entire overlap width at a minimum rate of 0.25 pounds/linear foot, or as recommended by the Manufacturer
- Documenting that the panels have been installed in accordance with the project and manufacturer's specifications.

4.1.2 Documentation and Reporting

Documenting and reporting methods will be implemented to systematically record results of onsite monitoring. Reporting forms will be used for roll and panel placement.

A GCL Installer's certificate of acceptance of the subgrade will be obtained prior to placement of GCL panels.

A photo log will be created containing photos of all phases of the GCL installation.

Copies of test results for all offsite laboratory testing will be forwarded to the supervisor and will be made available to the construction manager. The laboratory test result documents will be maintained in a job file and submitted with the Construction Certification Report.

4.2 Geomembrane

The following sections summarize the quality assurance plan for testing and monitoring of the geomembrane liner installation.

4.2.1 Onsite Quality Assurance

4.2.1.1 Geomembrane Rolls and Panels

Construction quality assurance monitoring for the rolls and panels includes:

- Monitoring and documenting the unloading of trucks delivering geomembrane rolls to the site.
- Monitoring and documenting the handling and onsite storage procedures and location of geomembrane rolls.
- Recording the manufacturing roll and batch number of geomembrane rolls delivered to the site, date of fabrication and physical dimensions.
- Review of manufacturer's QA testing for conformance with specifications, including:
  - Name of the manufacturer and fabricator
  - Name and type of liner
  - Thickness of liner
  - Origin and identification of the raw materials

  - Copies of quality control certificates that are issued by the producer of the raw materials.
  - Reports of tests that are conducted to verify the quality of the raw materials, such as specific gravity, melt flow index, and percent carbon black.
- Visual review and marking of the geomembrane as it is unrolled and deployed at the job site for uniformity, damage, and imperfections, including holes, cracks, thin spots, tears, punctures, blisters, and foreign matter.

Table 8

60 mil Textured HDPE Geomembrane Material Properties

Property	***Test Method***	***Required Value***	***Minimum Test Frequency***
Geomembrane Manufacturer QA Testing			
Thickness (minimum average)	ASTM D5994	57 mil	1/100,000 ft^2, min. 1 per resin lot
Asperity Height	ASTM D7466	18 mil	
Tensile Properties (min., each direction)			
Yield Strength	ASTM D6693, Type IV Dumbell, 2 ipm	126 ppi	1/100,000 ft^2, min. 1 per resin lot
Break Strength		90 ppi	
Elongation at Yield		12%	
Elongation at Break		100%	
Resin Density	ASTM D1505/D792	0.93 g/cm^3 min.	1 per resin lot
Resin Melt Flow Index	ASTM D1238	1.0g/10 min. max.	
Oxidative Induction Time (OIT)	ASTM D3895	100 min.	
Carbon Black Content	ASTM D1603	2-3%	1/100,000 ft^2, min. 1 per resin lot
Carbon Black Dispersion	ASTM D5596	9 in Category 1 or 2, 1 in Category 3	
Puncture Resistance	ASTM D4833	90 lb. min.	
Tear Resistance	ASTM D1004	42 lb. min.	
Construction QA Testing			
HDPE Peel Strength	ASTM D6392	90 ppi	1 per 750 lin ft
HDPE Shear Strength	ASTM D6392	120 ppi	
Peel Separation, %	ASMT D6392	<10%	

4.2.2 Panel Placement

Quality assurance monitoring for panel placement includes:

- Obtaining a written acceptance of the subgrade by the geomembrane installer
- Evaluating and documenting weather conditions (e.g., temperature, wind, humidity, precipitation) for geomembrane placement and informing the construction manager when weather conditions do not meet specifications, so the construction manager can decide whether or not to stop geomembrane placement. The range of weather conditions under which geomembrane seaming can be performed are as follows:
  - Unless otherwise authorized in writing by the CQAE, no seaming will be attempted at an air temperature colder than 40°F or warmer than 104°F as measured 6-inches above the sheet.
  - Between ambient temperatures of 40°F and 50°F, as measured 6 inches above the sheet, seaming will be performed only if the geomembrane is preheated by either the sun or hot air device, provided there is no excessive ambient cooling resulting from wind conditions.
  - The geomembrane will be dry and protected from the wind.
  - Seaming will not be performed during any precipitation event.
  - Seaming will not be performed in areas where ponded water has collected beneath the surface of the geomembrane.
- Monitoring and documenting geomembrane placement as well as conditions of panels as placed
  - Noting panel defects, tears, or other deformities
  - Measuring in-place panel dimensions
  - Recording panel numbers
- Recording the locations of installed panels and checking that the panels have been installed in accordance with the design plan
  - Assigning each panel a unique panel number and identifying that panel with the manufacturer's roll number
  - Recording panel numbers and locations on a panel layout diagram.

4.2.3 Trial Seam Testing

Items included in quality assurance monitoring of field seams include the following:

- Monitoring trial fusion welded seams constructed prior to each seaming sequence to evaluate the seaming crew and equipment
  - Record machine temperature, ambient temperature, machine speed, seamer identification, machine number, and date and time for all trial seams
  - Trial seams will be made at the beginning of each seaming period, at least once every five hours, and when the ambient temperature is between 40°F and 50°F, greater than 104°F, or a temperature change of greater than 20° occurs (measured 6 inches above the geomembrane surface) for each seaming apparatus used that day. Each seamer will make at least one (1) trial seam each day. Two specimens, 1-inch wide, will be cut from each end of the trial seam (i.e., four samples total). These samples are to be field-tested for shear and peel. Two (2) peel tests will be performed on the inside and outside tracks of the weld and two (2) shear tests will be performed. Alternate shear

and peel tests so both tests are performed for each end of the trial seam. All trial seams will be made under the same conditions as actual seaming work.

- Evaluating and documenting trial seam test results in accordance with the specifications and accepting or rejecting seaming crews and/or equipment
- Evaluating and documenting the suitability of weather conditions (e.g., temperature, wind, humidity, precipitation) for seaming and informing the construction manager when weather conditions do not meet the specifications so the construction manager can decide whether or not to stop geomembrane seaming
- Observing and documenting seaming procedures and progress
- Assigning a seam number to each seam and recording seam construction data, including seaming crew identification, date and time of seam construction, ambient temperature
  - Record the location of all seams on a seam layout diagram
- Confirming that the installer's field tensiometer has current calibration documentation. At a minimum, the field tensiometer shall have been calibrated within 3 months prior to start of project.

4.2.4 Seam Testing and Repair

Items included in the quality assurance for monitoring seam testing and repair include the following:

- Monitoring and documenting non-destructive testing done to evaluate continuity of all field and factory-fabricated seams
  - Observe seam pressure tests and vacuum box tests
  - Mark apparent failed seams for repair
  - Document seam repair and retesting
- Selecting locations where geomembrane samples will be taken to conduct destructive testing
  - A minimum of one destructive test sample will be collected for every 750 linear feet of field seam
  - Locations of destructive test samples will be noted on a repair and sample location diagram
- Monitoring the cutting of samples by the geomembrane installer
- Assigning a unique number to each sample and recording sample locations and other pertinent observations made during sampling
- Monitoring the cutting of the sample in three parts: one for the geomembrane installer, one for archiving, and one for testing by the offsite laboratory
- Monitoring and documenting the field seam destructive tests performed by the geomembrane installer
- Labeling, packaging and shipping samples to the independent laboratory for destructive testing
- Interpreting test results and accepting or rejecting seams based on offsite laboratory testing results. Four (4) of five (5) tests per sample shall pass the minimum peel and shear requirements and the average of the five tests per sample must meet the minimum requirements
- Monitoring and documenting patching of holes caused by sampling
- Monitoring and documenting the non-destructive testing of the seams associated with seam repair. The method for conducting nondestructive seam testing is pressure testing the open channel between the double fusion welds. GRI method GM6 shall be used to

test double fusion welded seams. This method requires the pressurization of the open channel at 27 to 30 psi with a maximum pressure drop of 3 psi over five minutes for 60-mil HDPE. The vacuum box or the ultrasonic shadow method may be used on extrusion welds in accordance with GRI specifications. Other test methods may be used only upon approval by the CQAE.

- Monitoring and documenting the repair of the rejected seams and the non-destructive testing of the seam repairs
  - Document passing seam tests between all destructive test locations
  - Record all seam repair locations
- Monitoring and documenting destructive testing related to seam repair
- Monitoring and documenting one destructive seam sample for every 750 linear feet of repaired seam as described above.

4.2.5 Defect Repairs

The following quality assurance monitoring and testing will be implemented to monitor defect repairs:

- Performing systematic visual observation of the entire surface of the geomembrane to locate and document defects and indicate for each defect the type of repair that is required
- Monitoring and recording the repair of defects and the non-destructive testing of all repairs
- Recording the location and the nature of all defect repairs

4.2.6 Geomembrane Electronic Leak Location Survey

Quality assurance associated with an electronic leak location survey shall include the following:

1. Determine suitability of site conditions for electronic leak location survey
2. Conduct leak location survey in accordance with ASTM D7007, identifying potential leak locations visually with flags or paint and record location coordinates
3. Observe and document geomembrane repairs in accordance with project specifications
4. Following repairs to initially identified perforations, re-survey at and generally around the repair areas to determine repair success as well as to identify potential for additional perforations previously unidentified
5. Repeat steps 2 through 5 until all identified perforations have been repaired and passed re-testing

4.2.7 Anchorage Documentation

Quality assurance associated with documentation of anchor trenches shall include the following:

- Anchor trench excavation shall be observed for proper depth and location
- Geomembrane panels extending into the anchor trench shall be observed for complete seaming within the anchor trench.
- Anchor trench backfill operations will be observed and documented.
  - The length of the open trench shall not exceed the amount of liner to be placed in one day.
  - The depth of a typical anchor trench shall be documented to conform to approved project drawings.
  - Backfill shall be placed in lifts not to exceed one foot in loose thickness.

- Trench backfill shall consist of the soil excavated from the trench and compaction shall meet or exceed the density of the adjacent material.
- Anchor trench equipment shall not come into direct contact with geosynthetics.
- Any damage that occurs will be repaired by the contractor prior to the completion of backfilling.

4.2.8 Documentation and Reporting

Documenting and reporting methods will be implemented to systematically record results of onsite monitoring and onsite testing. Reporting forms will be used for roll and panel placement, trial seam testing, panel seaming, non-destructive seam testing, and destructive seam testing. Unique identifying numbers will be assigned to each panel and seam and used to reference the panel and seam location and test results.

A geomembrane installer's certificate of acceptance of the subgrade will be obtained prior to placement of geomembrane panels.

Panel location and seam location diagrams will be kept showing the location of all panels and seams, repairs, and destructive sample test locations. These location diagrams will be updated on a daily basis and will be available for review by the construction manager. Key locations and destructive seam sample locations will be surveyed for use in preparation of the as-built drawings.

A photo log will be created containing photos of all phases of the geomembrane liner installation, including deployment, seaming, testing, and anchor trench construction.

Copies of test results for all offsite laboratory testing will be forwarded to the onsite supervisor and will be made available to the construction manager. The laboratory test result documents will be maintained in a job file and submitted with the Construction Certification Report.

4.3 Geocomposite Drainage Layer

The following sections summarize the quality assurance plan for testing and documentation of the geocomposite drainage layer installation.

4.3.1 Geocomposite Rolls and Panels

Construction quality assurance monitoring for the rolls and panels include:

- Monitoring and documenting the unloading of trucks delivering geocomposite rolls to the site
- Monitoring and documenting the handling and onsite storage procedures and location of geocomposite rolls
- Review of manufacturer's QA testing for conformance with specifications summarized in Table 9
- Visual review and marking of the geocomposite as it is unrolled and deployed at the job site for uniformity, damage, and imperfections, including holes, tears, punctures, and foreign matter.

4.3.2 Panel Placement

Quality assurance monitoring for panel placement includes:

- Monitoring and documenting geocomposite placement as well as conditions of panels as placed, including the following:

  - Noting panel defects, tears or other deformities
  - Orientation of panels as placed
  - Anchorage procedures
  - Documentation that cover materials are placed in a manner that prevents damage to the geocomposite
  - Documentation that each component of the geocomposite is secured to like components of adjacent panels.
  - Documentation that the underlying liner surface is clean and free of excess dirt or debris prior to placement.
  - Documentation that geocomposite is placed in a manner that prevents damage to the underlying liner layer.
  - In the presence of high winds, all geocomposite shall be weighted with sandbags or a CQAE-approved equivalent
- Each location that fails examination will be marked by the CQAE and repaired by the Installer. Each repair will be examined, numbered and logged by the CQAE.

4.3.2.1 Panel Seaming and Overlap

- Adjacent panels shall be overlapped a minimum of 4 inches and the geonet fastened together with contrasting color plastic fasteners, placed at 5-foot intervals
- Adjoining geocomposite rolls (end to end) along the roll width shall be shingled down in the direction of the slope, with the up gradient roll overlapping the down gradient roll a minimum of 12 inches across the roll width. Geonet shall be tied every 12 inches across the roll width and every 6 inches in the anchor trench or as specified by the CQAE.
- The top layers of geotextiles shall be sewn together, or at the discretion of the CQAE, may be heat bonded together. Geotextiles shall be overlapped a minimum of 4 inches prior to seaming or heat bonding, geotextile sewn seams to be used are Prayer, "J", or Butterfly. The seam shall be a two thread, double lock stitch, or a double row of single thread, chain stitch. If heat bonding is to be used, care must be taken to avoid burn through of the geotextile. It is important that the geotextiles be joined continuously along to the roll as to prevent any soil particle migration into the geonet core flow channels. Spot seaming shall not be allowed.
- Geotextile cap strips shall be a minimum 2 feet in width, thermally bonded to the geotextile component of the geocomposite
- Cap strips shall be placed over any exposed edges of geocomposite.

Table 9

Geocomposite Material Properties

Property	***Test Method***	***Required Value***	***Minimum Test Frequency***
Geocomposite Manufacturer QA Testing			
Geonet Component:			
Resin Density	ASTM D1505/D792	0.94 g/cm^3 min.	1/100,000 ft^2, min. 1 per resin lot
Melt Flow Index (g/10 min)	ASTM D1238	≤1.0	
Thickness	ASTM D5199	250 mil	
Transmissivity[1]	ASTM D4716	9.6 gal/min/ft	
Carbon Black Content	ASTM D4218	2%	
Tensile Strength	ASTM D7179	55 ppi	
Geotextile Component:			
Mass per Unit Area	ASTM D5261	6 oz/sy	1/100,000 ft^2, min. 1 per resin lot
Grab Strength	ASTM D4632	160 lb.	
Grab Elongation	ASTM D4632	50%	
Trapezoidal Tear	ASTM D4533	65 lb.	
CBR Puncture Strength	ASTM D6241	90 lb.	
Permittivity	ASTM D4491	1.5 sec^{-1}	1/540,000 ft^2, min. 1 per resin lot
Apparent Opening Size	ASTM D4751	No. 70 sieve	
UV Resistance	ASTM D4355	70% retained after 500 hrs.	1 per resin lot
Geocomposite:			
Transmissivity	ASTM D4716	2.4 gal/min/ft	1/540,000 ft^2, min. 1 per resin lot
Ply Adhesion	ASTM D7005	1.0 ppi	1/50,000 ft^2, min. 1 per resin lot

4.4 Geotextiles

The following sections summarize the quality assurance plan for testing and monitoring of the geotextile installation. Geotextiles to be used for this project include:

- 6 oz/sy nonwoven geotextile overlying the granular leachate drainage layer and the leachate sump gravel
- 16 oz/sy nonwoven geotextile protective layer over the geomembrane in the leachate collection sump and the leachate holding pond.

4.4.1 Geotextile Rolls and Panels

The geotextiles shall be manufactured from polypropylene resin. The geotextiles will be supplied to the site in factory rolls. The minimum requirements for the geotextiles are presented in Table 10.

Table 10

Geotextile Material Properties

Property	***Test Method***	***6 oz/sy***	***16 oz/sy***	***Minimum Test Frequency***
Mass per Unit Area (oz/sy)	ASTM D5261	6	16	1/100,000 ft^2, min. 1 per resin lot
Grab Strength (lb.)	ASTM D4632	160	390	
Puncture Strength (lb.)	ASTM D4833	90	240	
Permittivity (sec^{-1})	ASTM D4491	1.50	0.60	1/500,000 ft^2, min. 1 per resin lot
Apparent Opening Size (sieve)	ASTM D4751	70	100	
UV Resistance (% retained after 500 hrs.)	ASTM D4355	70	70	1 per resin lot

Quality control testing will be performed by the Geotextile Manufacturer to demonstrate compliance with the stated test methods. Prior to delivery of any geotextile rolls to the site, the Geotextile Manufacturer will provide the CQAE with the following information:

- The resin supplier, supplier location, and brand name
- Test results conducted by the geotextile and/or resin manufacturer to document the quality of the resin used in geotextile fabrication
- The quality control plan that the Geotextile Manufacturer will be using for the geotextile being supplied.

Every roll delivered to the site must be manufactured and inspected by the Geotextile Manufacturer according to the following requirements:

- First quality resins must be used containing no more than two percent recycled material by weight as determined by thermo-gravimetric analysis
- Recycled polymer will be limited to material generated within the Geotextile Manufacturer's plant and from the same grade and type resin defined in this plan

- The geotextile must contain no needles used in punching
- The geotextile must be free of holes and any other signs of contamination by foreign matter.

The Geotextile Manufacturer will provide certification, based on tests performed by the Manufacturer's laboratory or other outside laboratory contracted by the Manufacturer, that the geotextile supplied under this plan meets the stated specifications.

4.4.2 Delivery, Handling, and Storage of Geotextile Rolls

Transportation of the geotextile rolls to the job site is the responsibility of the Geotextile Manufacturer. All onsite handling is the responsibility of the Installer. The geotextile will be protected during shipment from excessive heat or cold, puncture, cutting, or other damaging or deleterious conditions. Upon receipt of material shipments at the site, the Installer shall inspect all materials for defects in the manufacturing process and for damage during transportation. Materials judged to be severely damaged shall be rejected and removed from the site. Minor damage and defects shall be repaired by the Installer. The geotextile rolls will be stored on site in a manner, which prevents excessive ultraviolet exposure prior to installation.

The CQAE will be responsible throughout the pre-construction and construction periods for observing and documenting that the Installer uses adequate handling equipment for moving the geotextile rolls.
The CQAE will be responsible for making certain that the manufacturer, type, and thickness of each roll in a shipment is correct. The CQAE will also maintain a log of the geotextile roll delivered throughout the construction process. This log shall include, at a minimum the following:

- Manufacture date
- Date of receipt at the site
- Roll and lot batch numbers.

4.4.3 Placement Criteria

The Installer will handle all geotextiles in such a manner to insure that they are not damaged in any way. The CQAE will observe and document that all of the following steps are performed by the Installer.

1. On side slopes, the geotextile shall be rolled down the slope in such a manner as to continually keep the geotextile in tension
2. In the presence of wind, all geotextiles will be secured by suitable methods, which are protective of the geotextile and the underlying materials
3. Geotextiles will be cut using only approved geotextile cutters. If the geotextile is already in place at the time of cutting, special care shall be taken to prevent damage to the underlying geomembrane
4. The Installer will take necessary precautions to prevent damage to the GCL and geomembrane liners during placement of the geotextile
5. During placement of the geotextile over the GCL or geomembrane, care will be taken not to entrap foreign matter or excessive moisture between the geotextile and geomembrane
6. A visual inspection of the geotextile will be carried out over the entire surface after installation by the Installer to observe that no potentially harmful foreign objects such as needles are present. In addition, the CQAE may undertake a sweep of the entire surface after installation using a metal detector. All such foreign objects or material shall be removed.

4.4.4 Seams and Overlaps

The following requirements will be used with regard to seaming and overlapping of geotextile rolls:

- Geotextile seams will be continuously welded or sewn and will be overlapped a minimum of 3 inches prior to seaming. Spot seaming will not be allowed
- Horizontal seams on the landfill side slopes (except as part of a patch) will be allowed only at the approval of the CQAE
- The Installer will pay particular attention to seams to insure that no earthen materials are inadvertently trapped beneath the geotextile
- Any sewing will be performed using a contrasting color polypropylene thread manufactured of the same base material as the geotextile. The thread shall be resistant to degradation by ultraviolet radiation.

The CQAE will observe and document that the Installer follows all of the seaming and overlapping protocol. The CQAE will perform a final geotextile examination after installation of the geotextile layer has been completed to detect the presence of holes or tears and to examine seams for tension due to excessive stretching of the fabric during installation. Repairs will be made for areas not conforming to acceptable practices.

4.4.5 Defects and Repairs

This section applies to all defects including damage during placement and repairs undertaken based on defects detected during examinations, tests, or visual observations performed on the geotextile material and on seams used in joining rolls in the field.

The CQAE will examine each roll for damage after placement, but prior to seaming, and will determine which rolls or portions of rolls should be rejected, repaired, or accepted. Damaged rolls or portions of rolls, which have been rejected, will be marked, and their removal from the site will be recorded by the CQAE.

All seam and non-seam areas of the geotextiles will be examined and documented by the CQAE for identification of defects, holes, undispersed raw materials, large wrinkles, and any signs of contamination by foreign matter. The surface of the geotextiles will be clean at the time of examination.

Each location that fails examination will be marked by the CQAE and repaired by the Installer. Work will not proceed in an area where defects are identified until suitable repairs are made. Each repair will be examined, numbered, and logged by the CQAE.

Any holes or tears in the geotextile will be reported to the CQAE and repaired as follows:

- A patch made from the same geotextile will be sewed, welded or heat-bonded in place, with a 3-inch minimum overlap in all directions.
- Care will be taken to remove any soil or other material, which may have penetrated a torn geotextile.

4.4.6 Placement of Soil Materials

Placement of soil materials on top of the geotextile will be performed by the Contractor in such a manner as to confirm the following:

- Damage of the underlying geosynthetic materials does not occur
- Slippage of the geotextile on the underlying geosynthetic materials is minimal

- No excess tensile stresses are imposed on the geotextile or underlying geosynthetic materials.

If there will be an extended time delay between placement of the geotextiles and the start of the installation of the overlying material, the Owner shall make provisions, approved in advance, to protect the geotextile against excessive exposure to ultraviolet radiation.

5.0 PIPE

This section of the CQAQCP applies to High Density Polyethylene (HDPE) pipes used at the landfill. Generally, specifications (i.e., material, size, etc.) for pipe and/or culvert used at the landfill are noted in the construction drawings. The CQAE will be responsible to ensure that all pipes and/or culverts meet the requirements of the Design Plans and Drawings and this CQAQCP.

5.1 HDPE Pipe

HDPE pipe manufacture and workmanship shall comply with ASTM D3035 and F714. Pipe joining shall be by butt fusion welding or by electro-fusion coupling. The HDPE pipe coupling system shall be approved by the CQAE prior to installation of the pipe. The pipe shall be leak tested to a minimum of 45 psi for at least 10 minutes. The maximum allowable pressure drop is 3 psi over 10 minutes. The testing procedures shall be previously approved by the CQAE.

HDPE pipe installed in the leachate collection sump shall be placed on a 60-mil thick HDPE rub sheet. The pipe shall be backfilled in the sump area with 1½-inch concrete aggregate.

5.2 Smooth Interior Corrugated Polyethylene Pipe

5.2.1 Culvert Manufacturing

Culvert pipe used on the project shall be HDPE corrugated pipe with an integrally formed smooth interior and hydraulic characteristics as specified in the Design and Construction drawings.

Requirements for test methods, dimensions, and markings are those found in AASHTO Designations M252 and M294.

Pipe and fittings shall be made of polyethylene compounds, which meet or exceed the requirements of Type 111, Category 4 or 5, Grade P33 or P34, Class C per ASTM D3350 with the applicable requirements defined in ASTM D3350. Clean reworked material may be used.

Minimum parallel plate pipe stiffness values, per ASTM test Method D2412, shall be as indicated in Table 11.

Table 11

Minimum HDPE Culvert Pipe Stiffness

Diameter (inches)	***Pipe Stiffness (psi)***
18	56
24	50
30	46
36	40
42	35
48	35
60	30

A manufacturers' certification that the product was manufactured, tested, and supplied in accordance with this specification shall be furnished to the CQAE.

5.2.2 Culvert Placement

Installation shall be in accordance with ASTM Recommended Practice D2321 or as specified by the CQAE.

Pipe bedding (see Section 3.2.2.6 of this CQAQC Plan) shall be used as the bedding and envelope material around the culvert. Testing requirements for the pipe bedding are also provided in Section 3.2.2.6 of this CQAQC Plan. Soil used as the backfill material above the bedding shall be approved by the CQAE and shall be compacted to a minimum of 92 percent of maximum modified Proctor dry density at ± 4 percentage points of optimum moisture content. The soil shall be compacted in lifts not greater than 8 inches thick (loose). The soil shall extend above the pipe to the recommended minimum height of cover. At least one moisture-densitytest shall be conducted per lift of soil per culvert installation.

Culverts shall be placed based on elevations specified on the Construction Drawings or as otherwise indicated by the CQAE based on field conditions.

5.2.3 Acceptance Criteria

The pipe and fittings shall be free of foreign inclusions and visible defects. Holes in the corrugation crests or sidewalls shall be considered unacceptable. The ends of the pipe shall be cut squarely and cleanly so as not to adversely affect joining. All joints shall be observed and accepted by the CQAE prior to backfilling around the culvert.

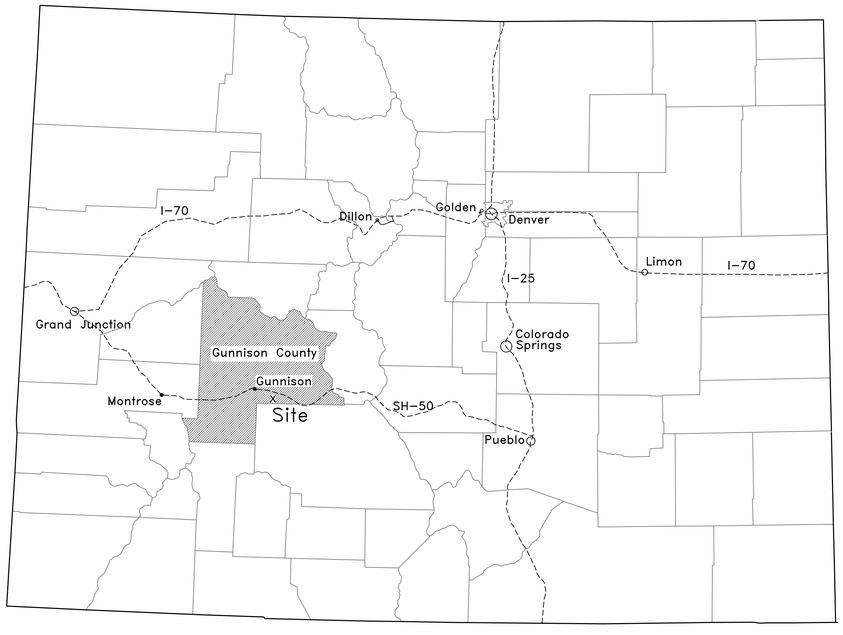
Survey of the inlet inverts and outlet inverts of the culverts shall be conducted to the nearest 0.1 foot vertical and 0.5 foot horizontal. Survey of the cover thickness (as specified on the Design and Construction Drawings) shall verify conformance to the same tolerance as the inlet and outlet survey.

6.0 CONSTRUCTION CERTIFICATION REPORT

As a part of the CQAQC activities and prior to acceptance of waste in the newly constructed cell, a landfill construction certification report will be completed documenting the aforementioned activities. This report, to be submitted to CDPHE, will contain, at a minimum, the following information:

- Certification by a professional engineer, registered in the State of Colorado, that, based on his/her knowledge and review of the construction records, the construction has been performed in substantial conformance with the engineering plans and specifications
- Detailed narrative describing the construction events in chronological order and results of any quality assurance testing
- Daily field reports prepared by the onsite CQA field technician
- Field and laboratory test data relevant to earthwork
- Manufacturer's specifications and test data (as applicable) relevant to geosynthetic components of the construction
- Field and laboratory test data relevant to installation of geosynthetic components of the liner (GCL, geomembrane, geotextile, and geocomposite)
- Field and laboratory test data relevant to installation of the leachate collection system and leachate collection pond
- Information and discussion relevant to operations layer placement
- Discussion of any construction material or equipment which deviated from the engineering plans and specifications, reasons for deviation, methods to bring the deviation into compliance, and approval of deviations by the CDPHE
- Photographs documenting construction
- Record drawings, sealed by a licensed professional engineer, documenting the "as constructed" elevations of the various components of the construction, locations of field testing performed, geosynthetic panel layout, and cross sections of the construction
- A report summarizing the results of the electronic leak survey for geomembrane components.

GUNNISON COUNTY LANDFILL
PHASE 2, MODULES 1 AND 2 LINER EXTENSION
GUNNISON COUNTY, COLORADO
MAY, 2023



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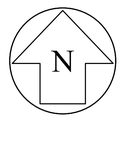

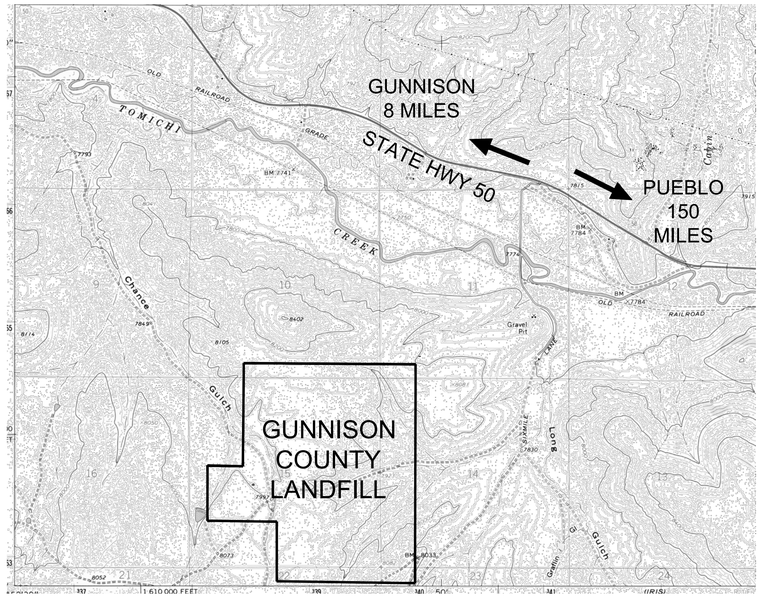

VICINITY MAP

SHEET INDEX	
Sheet Number	Sheet Title
1	VICINITY MAP AND DRAWING INDEX
2	SITE PLAN - EXISTING CONDITIONS
3	TOP OF FOUNDATION PLAN
4	TOP OF OPERATIONS LAYER PLAN
5	CROSS SECTIONS
6	LINER SYSTEM DETAILS
7	EAST EXPANSION AREA CUT AND FILL GRID

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Souder, Miller & Associates
Engineering • Environmental • Surveying
8000 West Fourteenth Avenue
Lakewood, CO 80214
Phone (303) 239-9013 Toll Free (877) 239-9042 Fax (303) 239-0745
www.soudermiller.com
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VICINITY MAP AND DRAWING INDEX
GUNNISON COUNTY LANDFILL
PHASE 2, MODULES 1 AND 2 LINER EXTENSION

COLORADO LICENSED
MICHAEL J. PIRETTI
5-1-23
0048503
PROFESSIONAL ENGINEER

Designed	Drawn	Checked
DC	DC	MJP

Date: May 2023
Scale: N.T.S.
Project No: 4D24313
Sheet: 1 of 7

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PHASE 2
MODULE 4

PHASE 2
MODULE 3

PROPOSED
STAGING
AREA

APPROXIMATE
AREA OF
REGRADING
0.3 ACRES

PHASE 2
MODULE 4

PHASE 2
MODULE 2

PHASE 2
MODULE 1

MODULE 1
LINER
EXTENSION
1.60 ACRES

MODULE 2
LINER
EXTENSION
0.44 ACRES

LEGEND

- EXISTING GROUND CONTOUR (10') (UPDATED 2022)
- EXISTING GROUND CONTOUR (2') (UPDATED 2022)
- TOP OF FOUNDATION LAYER AS-BUILT CONTOUR (10')
- TOP OF FOUNDATION LAYER AS-BUILT CONTOUR (2')
- LIMITS OF FOUNDATION LAYER
- LIMITS OF LINER EXTENSION
- APPROXIMATE AREA OF REGRADING
- MODULE / PHASE BOUNDARY
- 50' SURVEY GRID WITH GRADE TABLE REFERENCE POINT AND AS-BUILT FOUNDATION LAYER THICKNESS

N

50 0 50 100

SCALE IN FEET
1"= 50'

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Engineering • Environmental • Surveying
8000 West Fourteenth Avenue
Lakewood, CO 80214
Phone (303) 239-9017 Toll Free (877) 239-9042 Fax (303) 239-0745
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GUNNISON COUNTY, CO

SITE PLAN - EXISTING CONDITIONS
GUNNISON COUNTY LANDFILL
PHASE 2, MODULES 1 AND 2 LINER EXTENSION

COLORADO LICENSED
MICHAEL J. PAETH
5-1-23
0048503
PROFESSIONAL ENGINEER

Designed	Drawn	Checked
DC	DC	MJP

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Scale: 1" = 50'

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Sheet: 2 of 7

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PHASE 2
MODULE 4

PHASE 2
MODULE 3

APPROXIMATE AREA OF LINER REPAIR (SHOWN LARGER THAN ACTUAL FOR CLARITY)

CONTRACTOR TO TIE-IN EXISTING AND NEW INTERIM LINER TERMINATION BERMS

INTERIM LINER TERMINATION BERM

LINER TERMINATION BERM

EXISTING PHASE 2
MODULE 2

EXISTING PHASE 2
MODULE 1

PHASE 2
MODULE 4

CONTRACTOR TO TIE-IN EXISTING AND NEW INTERIM LINER TERMINATION BERMS

REMOVE INTERIM LINER TERMINATION BERM

REMOVE INTERIM DIVERSION BERM AND FILL IN DRAINAGE SWALE

REMOVE INTERIM LINER TERMINATION BERM

REMOVE INTERIM DIVERSION BERM AND FILL IN DRAINAGE SWALE

CONTRACTOR TO TIE-IN EXISTING AND NEW LINER TERMINATION BERMS

CONTRACTOR TO TIE-IN EXISTING AND NEW LINER TERMINATION BERMS

INTERIM LINER TERMINATION BERM

LINER TERMINATION BERM

LINER TERMINATION BERM

EXISTING REACH 6e

EXISTING REACH 1b-c RUNON

GMP-6 ©

GLMW-6

GLMW-5

© GMP-5

CULVERT 6

EXISTING LEACHATE HOLDING POND

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00 12+00 12+50

6+50

60 0 60 120

SCALE IN FEET
1"=60'

LEGEND

- UNPAVED ROAD
- EXISTING CONTOUR (10'), (UPDATED 2022)
- EXISTING CONTOUR (2'), (UPDATED 2022)
- TOP OF FOUNDATION LAYER DESIGN INDEX CONTOUR (10')
- TOP OF FOUNDATION LAYER DESIGN INTERMEDIATE CONTOUR (2')
- LINER TERMINATION BERM
- INTERIM LINER TERMINATION BERM
- INTERIM LINER DIVERSION BERM
- DRAINAGE CHANNEL ALIGNMENT
- FENCE

NOTE:
PHASE 2 MODULES 1 AND 2 DESIGN CONTOURS SHOWN ARE TOP OF FOUNDATION LAYER DESIGN.

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Engineering • Environmental • Surveying
8000 West Fourteenth Avenue
Lakewood, CO 80214
Phone (303) 239-9017 Toll Free (877) 239-9042 Fax (303) 239-9745
www.soudermiller.com
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GUNNISON COUNTY, CO

GUNNISON COUNTY LANDFILL

TOP OF FOUNDATION PLAN
GUNNISON COUNTY LANDFILL
PHASE 2, MODULES 1 AND 2 LINER EXTENSION

COLORADO LICENSED
MICHAEL J. PIETZ
5-1-23
0048503
PROFESSIONAL ENGINEER

Designed	Drawn	Checked
DC	DC	MJP

Date: May 2023
Scale: 1" = 60'
Project No: 4D24313
Sheet: 3 of 7

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PHASE 2
MODULE 4

PHASE 2
MODULE 3

CONTRACTOR TO TIE-IN EXISTING AND
NEW INTERIM LINER TERMINATION BERMS

INTERIM
LINER TERMINATION BERM

LINER TERMINATION BERM

EXISTING PHASE 2
MODULE 2

EXISTING PHASE 2
MODULE 1

PHASE 2
MODULE 4

CONTRACTOR TO TIE-IN EXISTING AND
NEW INTERIM LINER TERMINATION BERMS

INTERIM
LINER TERMINATION BERM

CONTRACTOR TO TIE-IN EXISTING AND
NEW LINER TERMINATION BERMS

CONTRACTOR TO TIE-IN EXISTING AND
NEW LINER TERMINATION BERMS

LINER TERMINATION BERM

LINER TERMINATION BERM

EXISTING REACH 6e

EXISTING REACH 1b-c RUNON

GMP-6 ©

GLMW-6

GLMW-5

© GMP-5

CULVERT 6

EXISTING
LEACHATE HOLDING POND

N

60 0 60 120

SCALE IN FEET
1"=60'

LEGEND

- UNPAVED ROAD
- EXISTING CONTOUR (10'), (UPDATED 2022)
- EXISTING CONTOUR (2'), (UPDATED 2022)
- TOP OF FOUNDATION LAYER DESIGN INDEX CONTOUR (10')
- TOP OF FOUNDATION LAYER DESIGN INTERMEDIATE CONTOUR (2')
- LINER TERMINATION BERM
- INTERIM LINER TERMINATION BERM
- INTERIM LINER DIVERSION BERM
- DRAINAGE CHANNEL ALIGNMENT
- FENCE

NOTE:
PHASE 2 MODULES 1 AND 2 DESIGN CONTOURS SHOWN ARE TOP OF OPERATIONS LAYER DESIGN.

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PHASE 2, MODULES 1 AND 2 LINER EXTENSION

COLORADO LICENSED
MICHAEL J. PRETTI
5-1-23
0048503
PROFESSIONAL ENGINEER

Designed	Drawn	Checked
DC	DC	MJP

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Scale: 1" = 60'
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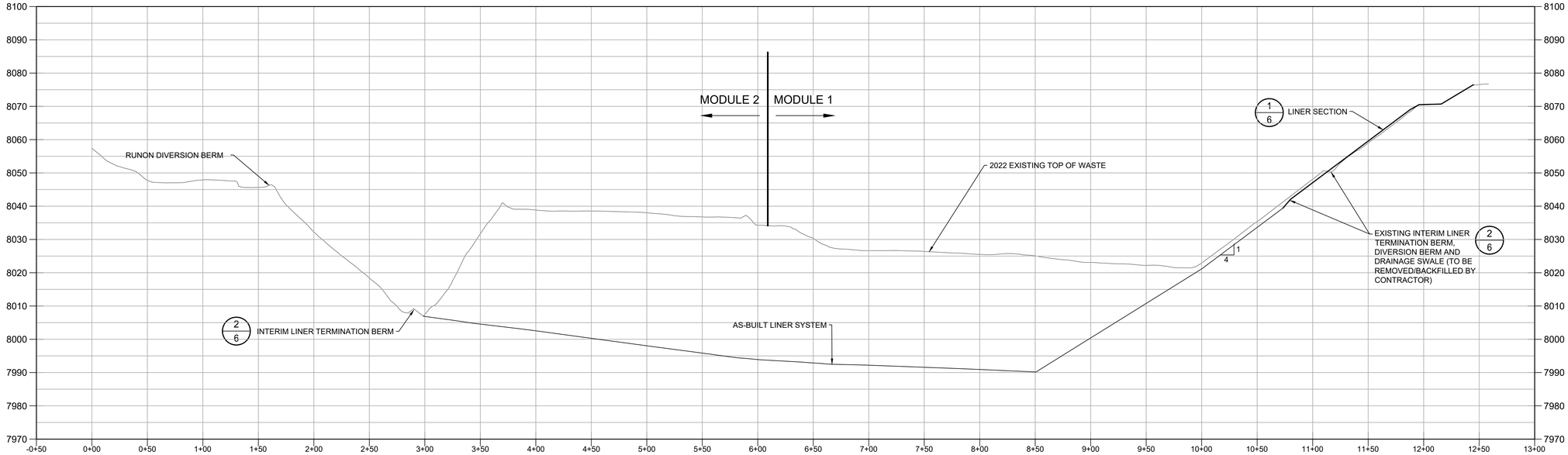

SECTION A-A

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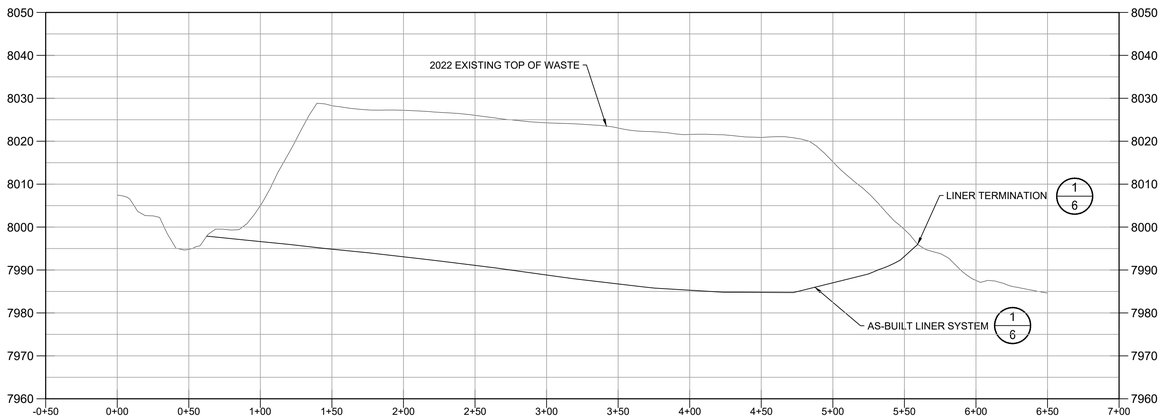

SECTION B-B

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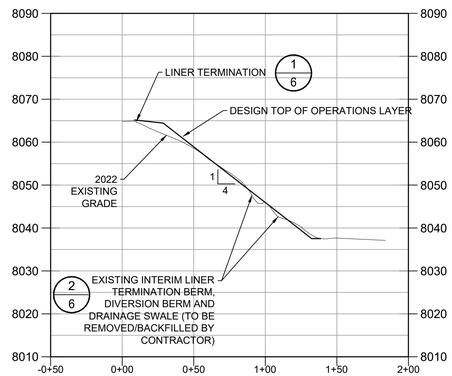

SECTION C-C

SCALE: 1"=50"
VERTICAL EXAGGERATION = 3

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Engineering • Environmental • Surveying
8000 West Fourteenth Avenue
Lakewood, CO 80214
Phone (303) 239-9011 Toll Free (877) 239-9042 Fax (303) 239-0745
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CROSS SECTIONS
GUNNISON COUNTY LANDFILL
PHASE 2, MODULES 1 AND 2 LINER EXTENSION

COLORADO LICENSED
MICHAEL J. PIRETT
5-1-23
0048503
PROFESSIONAL ENGINEER

Designed	Drawn	Checked
DC	DC	MJP

Date: May 2023
Scale: HORZ:
VERT: 1" =
Project No: 4D24313
Sheet: 5 of 7

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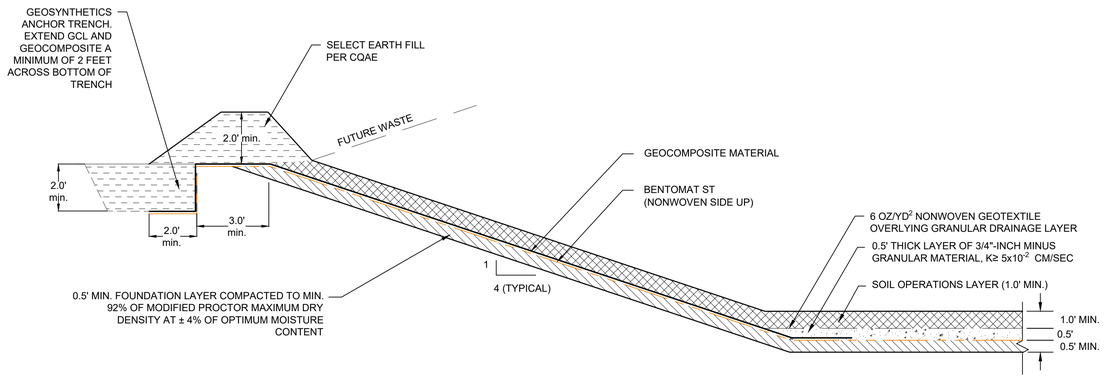
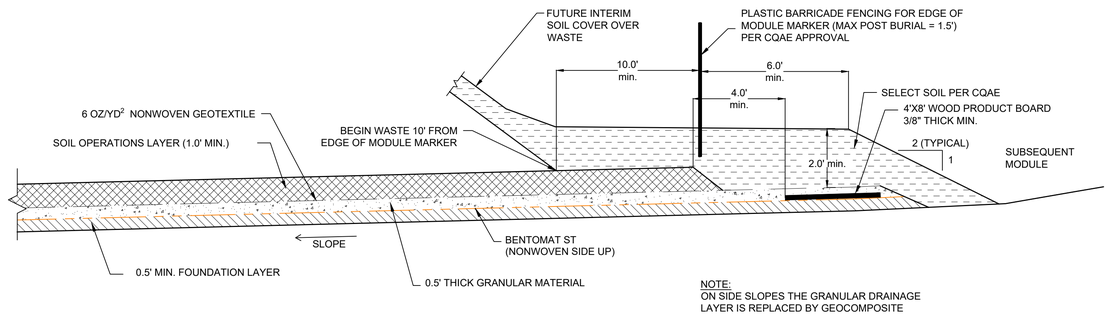


1/6 SIDEWALL LINER AND LINER TERMINATION BERM

NTS



NOTE:
ON SIDE SLOPES THE GRANULAR DRAINAGE LAYER IS REPLACED BY GEOCOMPOSITE

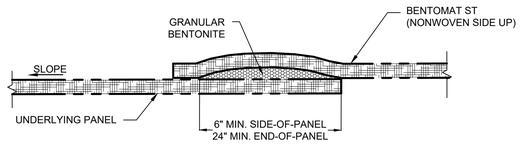
3/6 INTERIM LINER TERMINATION BERM

NTS

EXSITING COVER SOILS REMOVAL NOTE:
CONTRACTOR TO REMOVE COVER SOILS TO EXPOSE PLYWOOD. REMOVE PLYWOOD TO EXPOSE GEOSYNTHETICS AND FOUNDATION LAYER. CONTRACTOR TO SCARIFY AND MOISTURE-CONDITION EXISTING FOUNDATION LAYER TO SPLICE NEW FOUNDATION LAYER TO EXISTING AND SPLICE EXISTING GEOSYNTHETICS TO NEW GEOSYNTHETICS

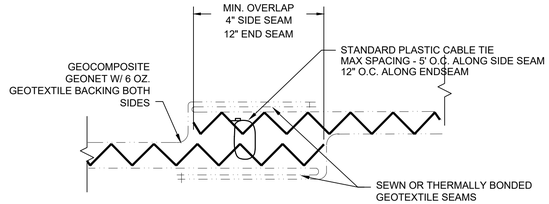
2/6 INTERIM LINER TERMINATION AND RUNON DIVERSION BERM

NTS



4/6 BENTOMAT ST PANEL SEAM

NTS



5/6 DRAINAGE NET SEAM

NTS

NOTES:
1. ARTIFICIAL SEPARATION IS SHOWN BETWEEN GEOSYNTHETIC LAYERS FOR THE PURPOSE OF DRAWING CLARITY. THE GEOSYNTHETIC LAYERS WILL BE PLACED IN DIRECT CONTACT WITH EACH OTHER IN THE SEQUENCE SHOWN.

2. BENTOMAT ST IS A GEOSYNTHETIC CLAY LINER (GCL) CONSISTING OF 7 MM OF SODIUM BENTONITE SANDWICHED BETWEEN TWO GEOTEXTILES THAT ARE NEEDLE-PUNCHED TOGETHER.

3. SOIL COMPACTION SPECIFICATIONS ON THIS SHEET ARE RELATIVE TO MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR PROCEDURE, ASTM D1557. SOILS COMPACTED IN A MOISTURE RANGE OF WITHIN 4% OPTIMUM MOISTURE CONTENT. SEE CQAQCP FOR DETAILED SOIL SPECIFICATIONS.

Rev #	Date	Description	By	Chk'd

Souder, Miller & Associates
Engineering • Environmental • Surveying
8000 West Fourteenth Avenue
Lakewood, CO 80214
Phone (303) 239-9017 Fax (303) 239-0742 Fax (303) 239-0745
www.soudermiller.com
Serving the Southwest & Rocky Mountains

GUNNISON COUNTY, CO

GUNNISON COUNTY LANDFILL

LINER SYSTEM DETAILS
GUNNISON COUNTY LANDFILL
PHASE 2, MODULES 1 AND 2 LINER EXTENSION

COLORADO LICENSED
MICHAEL J. PFEIFER
5-1-23
0048503
PROFESSIONAL ENGINEER

Designed	Drawn	Checked
DC	DC	MJP

Date: April 2023

Scale: N.T.S.

Project No: 4D24313

Sheet: 6 of 7

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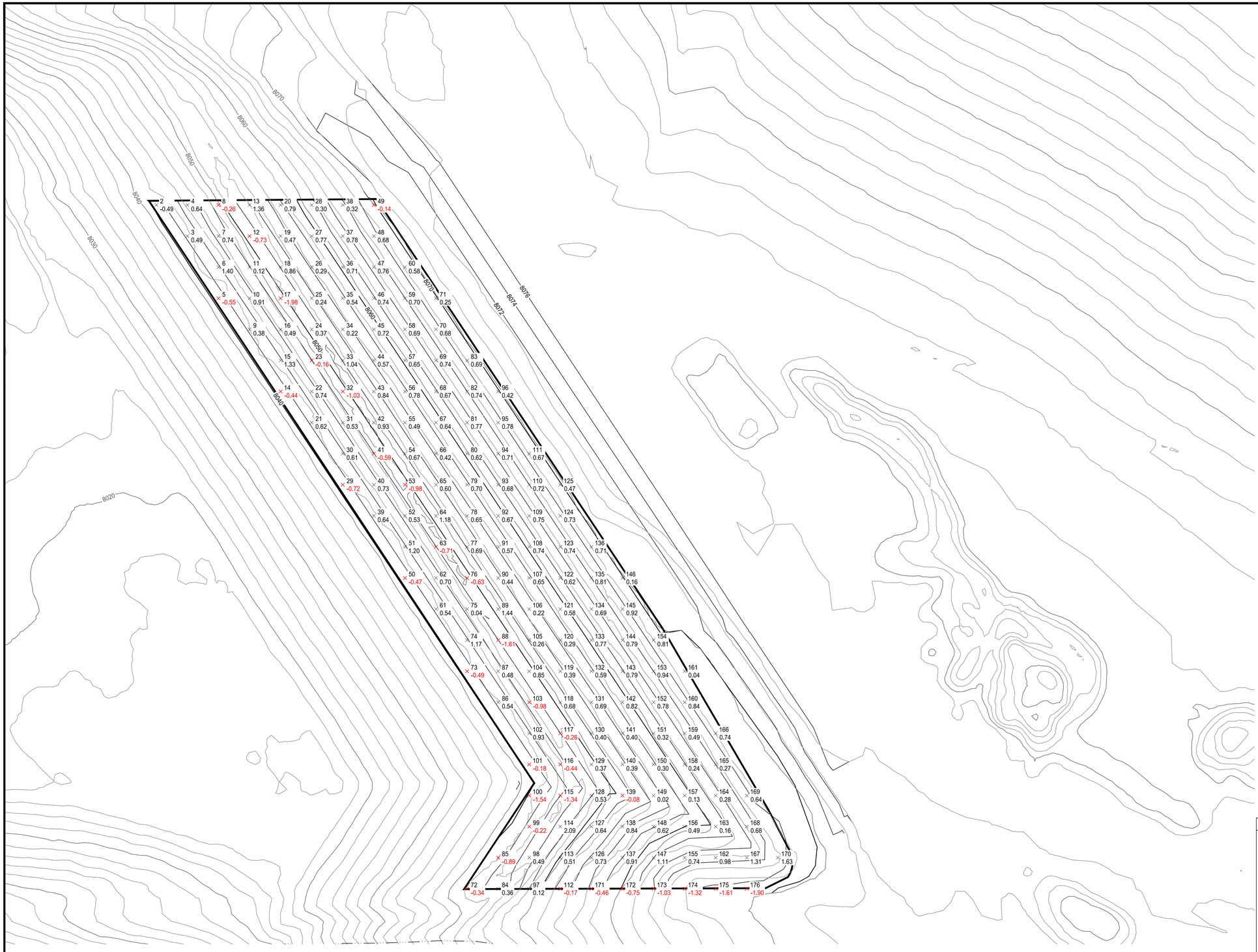

EXISTING GRADE - TOP OF FOUNDATION CUT AND FILL PLAN

30 0 30 60

SCALE IN FEET
1"=30'

LEGEND

- UNPAVED ROAD
- EXISTING CONTOUR (10'), (UPDATED 2022)
- EXISTING CONTOUR (2'), (UPDATED 2022)
- TOP OF FOUNDATION LAYER DESIGN INDEX CONTOUR (10')
- TOP OF FOUNDATION LAYER DESIGN INTERMEDIATE CONTOUR (2')
- LINER TERMINATION BERM
- INTERIM LINER TERMINATION BERM
- INTERIM LINER DIVERSION BERM
- DRAINAGE CHANNEL ALIGNMENT
- FENCE

NOTE:
PHASE 2 MODULES 1 AND 2 DESIGN CONTOURS SHOWN ARE TOP OF FOUNDATION LAYER DESIGN.

Rev.#	Date	Description	By	Chk'd

Souder, Miller & Associates
Engineering ♦ Environmental ♦ Surveying
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Lakewood, CO 80214
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GUNNISON COUNTY LANDFILL

GUNNISON COUNTY, CO

EAST EXPANSION AREA CUT AND FILL GRID
GUNNISON COUNTY LANDFILL
PHASE 2, MODULES 1 AND 2 LINER EXTENSION

COLORADO LICENSED
MICHAEL J. PIETZ
5-1-23
0048503
PROFESSIONAL ENGINEER

Designed	Drawn	Checked
DC	DC	MJP

Date: April 2023
Scale: Custom
Project No: 4D24313
Sheet: 7 of 7

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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, Investment and Quarterly Interest 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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/11/2023

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

Agenda Date: 7/18/2023

Revised April 2015

TREASURER'S MONTHLY REPORT FOR JUNE 2023

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	18,508,779.20	2,580,638.14	(1,241,126.41)	19,848,290.93
Due from Tre-Road & Bridge	2,633,858.62	1,630,032.47	(963.72)	4,262,927.37
Due from Tre-Human Services	591,184.68	76,955.26	(19,557.40)	648,582.54
Due from Tre-Public Health Agency	106,024.66	46,947.21	(200.72)	152,771.15
Due from Tre-Conservation Trust	194,749.63	13,344.85	-	208,094.48
Due from Tre-Bond Fund	5,152.78	7.84	-	5,160.62
Due from Tre-Airport	430,865.30	43,623.21	(254,672.48)	219,816.03
Due from Tre-Sales Tax	4,806,892.88	244,993.40	(24.29)	5,051,861.99
Due from Tre-Land Preservation	1,458,409.78	72,501.43	-	1,530,911.21
Due from Tre-Mosquito	71,848.54	17,529.85	(478.94)	88,899.45
Due from Tre-Sage Grouse	255,076.36	9,782.90	-	264,859.26
Due from Tre-Risk Management	59,611.90	80.21	(6,885.70)	52,806.41
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	602,969.54	8,798.21	-	611,767.75
Due from Tre-Sewer	1,432,554.08	106,668.32	(47,192.16)	1,492,030.24
Due from Tre-Water	890,296.64	1,431.52	(27,743.43)	863,984.73
Due from Tre-Solid Waste	587,214.49	187,158.75	(84,598.19)	689,775.05
Due from Tre-Housing Authority	3,633,876.20	15,418.29	(556,048.52)	3,093,245.97
Due from Tre-Gunn Sr Housing	38,760.74	7,954.21	(11,024.78)	35,690.17
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,654,820.53	2,993.59	(89,889.17)	1,567,924.95
Due from Tre-Internal Service II	638,616.86	4,809.18	(2,000.00)	641,426.04
Due from Tre-Insurance Trust	2,467,929.72	53,997.04	-	2,521,926.76
Due from Tre-Local Marketing District	2,120,689.26	2,907.18	(209,574.00)	1,914,022.44
Due from Tre-Rural Trans Auth	4,283,111.99	992,278.30	(30.15)	5,275,360.14
Due from Tre-Public Trustee Agency	23,658.78	-	(5,237.45)	18,421.33
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	-	100.00	(100.00)	-
Due from Tre-Treas Fees	-	161,759.93	(161,759.93)	-
Due from Tre-Health Claims	116,594.30	115,194.41	(167,158.40)	64,630.31
Due from Tre-Landfill Closure	1,171,881.00	8,932.02	-	1,180,813.02
Due from Tre-Landfill Cons Resv	1,311,957.95	28,591.60	-	1,340,549.55
Due from Tre-Payroll Clearing	8,782.13	900,496.67	(900,496.67)	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	13,558.13	20.62	-	13,578.75
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	1,467,514.86	2,920,276.72	(3,209,330.96)	1,178,460.62
Due from Tre-Finance Revenue Clearing	-	4,964,251.09	(4,964,251.09)	-
Due from Tre-Water Resource	47,836.61	72.77	-	47,909.38
Due from Tre-Workforce Impact Fees	381,283.86	580.01	-	381,863.87
Due from Tre-Living Community	75,471.24	160,802.33	(78,029.56)	158,244.01
COUNTY FUNDS TOTAL	52,577,024.17	15,381,929.53	(12,038,374.12)	55,920,579.58
CITIES AND TOWNS	**$**	**$**	**$**	**$**
Due from Tre-Crested Butte General	26,057.98	57,833.30	(27,045.10)	56,846.18
Due from Tre-Crested Butte Street/Alley	62,175.28	165,800.08	(67,149.28)	160,826.08
Due from Tre-Gunnison City General	34,180.95	92,216.88	(36,435.14)	89,962.69
Due from Tre-Marble General	2,869.45	5,426.27	(2,974.63)	5,321.09
Due from Tre-Mt Crested Butte General	97,833.97	206,724.40	(120,032.05)	184,526.32
Due from Tre-Pitkin General	1,900.19	2,153.93	(1,939.16)	2,114.96
CITIES AND TOWNS TOTAL	225,017.82	530,154.86	(255,575.36)	499,597.32
SCHOOLS	**$**	**$**	**$**	**$**
Due from Tre-Gunn RE1J Gen	497,514.51	2,266,684.84	(2,427,030.68)	337,168.67
Due from Tre-Gunn RE1J Bond	249,842.75	1,477,696.95	(1,598,353.51)	129,186.19
Due from Tre-Delta 50J General	8,888.86	322,403.41	(321,657.97)	9,634.30
Due from Tre-Delta 50J Bond	242.82	56,205.28	(56,287.20)	160.90
Due from Tre-Montrose RE1J General	2,200.04	15,036.69	(15,215.21)	2,021.52
Due from Tre-Montrose RE1J Bond	180.44	1,783.64	(1,821.80)	142.28
Due from Tre-Reij 2014 Mill Override	66,665.63	395,478.66	(427,643.85)	34,500.44

SCHOOLS TOTAL	825,535.05	4,535,289.47	(4,848,010.22)	512,814.30
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	134.50	155.95	(134.50)	155.95
Due From Tre-Gunn Rising #3	4.23	1.77	(4.23)	1.77
Due From Tre-Gunn Rising #4	5.93	2.49	(5.93)	2.49
Due from Tre-CO River Water CD	32,874.81	69,675.40	(35,932.33)	66,617.88
Due from Tre-Reserve MD2	18,157.38	26,694.12	(18,926.05)	25,925.45
Due from Tre-Mt Crested Butte DDA	90,321.22	151,696.01	(95,440.83)	146,576.40
Due from Tre-Bostwick Park Water CD	360.18	263.87	(367.51)	256.54
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	27,222.28	114,713.95	(31,225.27)	110,710.96
Due from Tre-Mt CB Water/San	92,231.88	198,745.53	(113,546.45)	177,430.96
Due from Tre-East River Regional SD	10,818.59	15,926.52	(11,546.08)	15,199.03
Due from Tre-Cemetery	19,969.27	35,865.60	(21,104.36)	34,730.51
Due from Tre-Gunn Co Metro Rec Dist	63,113.49	123,245.64	(68,756.62)	117,602.51
Due from Tre-N Fork Water CD	383.77	6,619.84	(577.95)	6,425.66
Due from Tre-Skyland MD	64,261.62	81,373.36	(66,577.10)	79,057.88
Due from Tre-Upper Gunn Water CD	121,170.65	237,994.02	(132,111.08)	227,053.59
Due from Tre-Crested Butte Fire PD	262,677.11	548,785.37	(293,360.13)	518,102.35
Due from Tre-Gunn Co Fire PD	89,745.15	119,172.27	(93,173.99)	115,743.43
Due from Tre-Carbondale & Rural Fire PD	18,100.36	34,709.45	(19,099.55)	33,710.26
Due from Tre-Ragged Mt Fire PD	2,396.04	38,164.12	(3,517.26)	37,042.90
Due from Tre-Arrowhead Fire PD	2,990.02	7,298.68	(3,258.65)	7,030.05
Due From Tre-Library General Fund	126,912.37	269,005.89	(138,720.69)	257,197.57
Due From Tre-Reserve MD#2 BOND 2016A	50,677.95	74,387.56	(52,807.52)	72,257.99
Due From Tre-North Fork Ambulance Health Service Di	5,724.21	79,773.06	(8,060.68)	77,436.59
Due From Tre-Reserve MD #2 BOND 2016B	7,111.94	10,455.73	(7,413.06)	10,154.61
Due From Tre-Reserve MD #2 BOND 2016C	6,034.46	8,871.50	(6,289.95)	8,616.01
Due From Tre-Crested Butte Fire PD Bond	131,124.97	273,961.82	(146,443.05)	258,643.74
Due From Tre-Gunn Co Metro Rec North	68,858.03	143,772.72	(76,897.02)	135,733.73
IMPROVEMENT DISTRICTS TOTAL	1,313,382.41	2,671,332.24	(1,445,297.84)	2,539,416.81
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	582,764.88	626,589.88	(595,297.12)	614,057.64
Due from Tre-Clerk Sales Tax	-	63,879.28	(63,879.28)	-
Due from Tre-SOT	-	355,227.11	(355,227.11)	-
Due from Tre-State Auto	-	244,432.77	(244,432.77)	-
Due from Tre-Clerk ST Domestic Abuse	-	300.00	(300.00)	-
Due from Tre-Clerk State Registrar	-	45.00	(45.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	744.00	(744.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
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	-	92,522.50	(92,522.50)	-
Due from Tre-Treas Deed	1,876.56	-	-	1,876.56
Due from Tre-Unused Remittances	642,931.05	8.00	-	642,939.05
Due from Tre-Elected Official Fees Clrg	12,625.53	47,575.59	(40,801.21)	19,399.91
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	1,311,643.64	1,431,324.13	(1,393,248.99)	1,349,718.78
GRAND TOTALS	**56,252,603.09**	**24,550,030.23**	**(19,980,506.53)**	**60,822,126.79**

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 June 2023.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Investment Report
30-Jun-23

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	60,992.99			Cash	N/A
Bank of the West	1101	4,575,321.00	0.00%		Chkg	N/A
Bank of the West CC	1103	786,456.28	0.00%		Chkg	N/A
Bank of the West MM	1104	2,004,677.77	0.25%		MMA	Mo
Bank of the West Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	799,992.39	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	3,334,948.70	0.00%		Chkg	Mo
Colotrust Plus	1118	4,624,975.73	5.22%		Pool	Mo
C-Safe	1121	4,646,905.15	5.20%		Pool	Mo
Community Banks of Colorado MM	1320	2,305,122.28	3.50%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	50,284.77	1.98%		MMA	Mo
TOTAL CASH AND CHECKING		23,387,557.13		38.46%		
INVESTMENTS						
Ally Bank GM42	1191	245,000.00	5.05%		CD	SA/Mat 3/23/26
American Express AD582	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 XAN0	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 9MQ5	1328					MATURED
Celtic Bank RRH2	1306	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr
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 EMZW5	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 MJT0	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB NN892	1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FFCB NV234	1198	498,810.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FHLB AUN594	1196	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 AMTQ5	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 ANG95	1227	446,265.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	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 BS58	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 LV68	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 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	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 U4Y77	1197	499,685.00	5.05%		AG	SA/Mat 12/29/25 3 yr callable
FHLB UUA03	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	1176	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 2D51	1205	492,385.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FHLMC B3F5	1246	268,851.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	686,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GXZT4	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC GYT774	1169	500,656.25	5.25%		AG	SA/Mat 6/5/28 5 yrs Callable
FHLMC GYTW22	1168	500,000.00	5.30%		AG	SA/Mat 6/14/27 4 yrs Callable
FLHLMC 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
Firstier Bank LAH1	1304	240,734.06	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs
Gunnison Savings and Loan 6020	1106	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 Safra Bank JBJ0	1258	238,686.35	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	237,006.63	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRBB	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
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	260,747.12	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Synchrony Bank EXB81	1208	237,908.96	2.40%		CD	SA/Mat 7/29/2025
Synovus Bank DVD91	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 MJS1	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 8Z781	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		37,430,331.69		61.54%		
Cash per Treasurer's Ledger		60,817,888.82		100.00%		
Plus Pending Disbursements		4,237.97				
Total Due to All Funds		60,822,126.79				

TREASURER'S QUARTERLY INTEREST REPORT
FOR GUNNISON COUNTY
FOR THE PERIOD OF APRIL – JUNE 2023

		INVESTMENT INTEREST:			
FUND	#	CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	126,343.73	243,384.14	(400,000.00)	-60.85%
ROAD & BRIDGE	2	14,451.54	27,521.31	(10,000.00)	-275.21%
HEALTH AND HUMAN SERVICES	3	2,846.08	5,136.39	8,000.00	64.20%
PUBLIC HEALTH AGENCY	4	677.27	1,561.83	-	
CONSERVATION TRUST	7	921.27	1,771.61	-	
BOND FUND	8	639.61	2,669.14	-	
AIRPORT OPERATIONS	10	1,504.99	5,051.87	25,000.00	20.21%
SALES TAX REVENUE	12	22,070.17	39,479.31	-	
LAND PRESERVATION	13	6,758.72	12,530.95	1,500.00	835.40%
MOSQUITO	30	372.36	673.90	(1,000.00)	-67.39%
SAGE GROUSE	32	1,185.89	2,341.28	-	
RISK MANAGEMENT FUND	34	292.64	684.42	-	
AIRPORT CONSTRUCTION	41	0.00	0.00	-	
COUNTY CAP EXPEND	43	2,817.16	4,602.13	-	
SEWER FUND	50	6,706.83	12,789.69	75.00	17052.92%
WATER FUND	51	4,139.24	8,602.78	-	
SOLID WASTE OPERATIONS	52	2,976.19	6,135.54	-	
HOUSING AUTHORITY	70	16,560.43	30,736.78	700.00	4390.97%
GUNN SR HOUSING	71	155.10	279.81	-	
ISF I	80	7,766.96	16,214.12	-	
ISF II	82	3,017.31	6,329.72	-	
HEALTH INS ISF-III	90	11,516.81	22,409.65	-	
GRVL MARKETING DISTRT	91	9,295.94	18,240.46	-	
RURAL TRANSPORT AUTH	92	23,301.78	50,486.70	(25,000.00)	-201.95%
BUILDING CONSTRUCTION RES	101	0.00	0.00	-	
TERMINAL CONSTRUCTION	102	0.00	0.00	-	
HEALTH CLAIMS	115	389.13	727.19	-	
SOLID WASTE CLOSURE	125	5,426.93	10,717.32	-	
SOLID WASTE CONSTRUCT. RES.	126	6,082.26	11,857.05	-	
SEWER RESERVE	135	444.10	884.40	-	
WATER - RESTRICTED	136	363.91	724.34	-	
SR HOUSING DEPOSITS	140	62.76	124.62	-	
WATER RESOURCES	150	220.61	451.65	-	
WORKFORCE IMPACT FEE	155	1,764.88	3,504.67	-	
TOTAL		**281,072.59**	**548,624.78**	**(400,725.00)**	-136.91%

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: June 2023 Cash Transfer R

Action Requested: Motion

Parties to the Agreement:

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

Summary:

June 2023 Cash Transfer Report

Fiscal Impact: $6,859,151.67

Submitted by: Kelly Weak **Submitter's Email Address:** kweak@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 7/12/2023

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/12/2023

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

Agenda Date: 7/18/2023

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
June-23

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(627,428.61)
130	95 11122	General - Payroll Account	900,496.67	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fees	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(4,964,251.09)
002	02 11900	Road & Bridge	1,498,348.40	0.00
003	03 11900	Human Services	0.00	(18,489.13)
004	04 11900	Public Health Agency	29,144.82	0.00
007	07 11900	Conservation Trust	13,028.78	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(254,184.66)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	234,890.84	0.00
013	13 11900	Land Preservation	70,176.15	0.00
030	30 11900	Mosquito Control	1,682.95	0.00
032	32 11900	Sage Grouse Trust	9,380.61	0.00
034	34 11900	Risk Management	0.00	(6,885.70)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	0.00
050	50 11900	Gunnison County Sewer	0.00	(5,771.36)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(27,743.43)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(82,737.09)
125	52 11101	Solid Waste - Landfill Closure	7,138.50	0.00
126	52 11102	Solid Waste - Landfill Const	26,555.46	0.00
070	70 11900	Housing Authority	0.00	(555,941.32)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(11,024.78)
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	(89,883.05)
082	82 11900	ISF-II	3,834.93	0.00
090	90 11900	Health Insurance Trust	47,752.12	0.00
115	90 11101	Health Insurance Claims	115,194.30	0.00
091	91 11900	Local Marketing District	0.00	(209,574.00)
092	92 11900	Transportation Authority	981,250.42	0.00
093	93 11900	Public Trustee Agency	0.00	(5,237.45)
145	95 11121	Accounts Payable Clearing	2,920,276.72	0.00
		TOTALS	**$ 6,859,151.67**	**$ (6,859,151.67)**

TRANSFER FOR JOURNAL ENTRIES:
306012, 306013, 306014, 306015, 306016, 305390, 305392, 305654, 306226, 306302, 306306, 306305, 306304, 305698, 306256, 306365, 306363, 306364, 307037, 306369, 306303, AP, GBI, 306244, PRJ,

PREPARED BY: _____ DATE: 7/10/23

AUTHORIZED BY: _____ DATE: 7/10/23

RECEIVED BY TREASURER: _____ DATE: 7-10-23

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
June-23

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900	**04** Public Health 04 11900	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900
-	306012,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2023	(20,035.59)						(223.74)			
-	306013,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2023	32,420.33					(14,583.33)		(5,166.67)		
-	306014,	STND3: MAPPING SYSTEM CHARGES	6/30/2023	(11,534.02)					(1,675.83)	(22.08)	(22.08)		
-	306015,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2023	(3,964.15)					(324.17)	(637.50)	(712.50)		
-	306016,	STND5: COMPUTER SYSTEM CHARGES	6/30/2023	(22,317.77)					(2,870.83)	(1,270.83)	(3,349.59)		
-	305390,	MOTORPOOL RENTS MAY	5/31/2023	(2,725.80)							(1,590.60)		
-	305392,	RECLASS TO CORRECT GRANT	5/31/2023	293.70							(293.70)		
-	305654,	RECLASS REVENUE CLEARING	5/31/2023										
-	306226,	RECORD RESTRICTED WATER USAGE	6/30/2023	84.72									
-	306302,	RECLASS TO CORRECT OBJ CODE	6/30/2023	(16.50)							16.50		
-	306306,	COPIES BLACK JUNE	6/30/2023	(800.68)					(0.80)	(4.56)	(51.88)		
-	306305,	COPIES COLOR JUNE	6/30/2023	(1,004.76)						(0.18)	(18.72)		
-	306304,	POSTAGE USE JUNE	6/30/2023	(1,722.36)							(1.20)		
-	305698,	RECLASS CASH RECEIPTS	5/31/2023	20.00									
-	306256,	RECLASS PR TO CORRECT ACCT	6/30/2023	(6,135.88)							6,135.88		
-	306365,	RECORD PW COMP EARNED JUNE	6/30/2023	(46.71)					530.20				
-	306363,	LANDFILL ALLOCATION JUNE	6/30/2023										
-	306364,	RECD MED/DEN/FLEX/Rx CHECKS JUNE	6/30/2023	(6,056.79)									
-	307037,	REMOVE COMPUTER/PHONE	7/31/2023	212.50									
-	306369,	ADJUST CASH SHORTFALL	6/30/2023	(20,000.00)							20,000.00		
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-	AP,	AP CLEARING JUN	6/30/2023	(322,372.37)					(97,265.68)	(5,603.84)	(73,612.14)		
-	GBI,	LANDFILL INTERFUND CHARGES	N/A	(101.64)									
-	306244,	NET PAYROLL TRANSFER	6/30/2023	(900,496.67)									
-	PRJ,	Payroll Journals		525,142.94					(213,716.13)	(136,147.95)	(140,605.91)		
-													
-		TOTALS		(761,157.50)	-	-	-	-	(329,906.57)	(143,910.68)	(199,272.61)	-	-

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
June-23

JE's	Description	Finance Business Date	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101
306012,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2023			(502.25)								(397.12)	
306013,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2023			(4,635.00)				1,682.95				(420.00)	
306014,	STND3: MAPPING SYSTEM CHARGES	6/30/2023			(22.08)									
306015,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2023			(308.33)									
306016,	STND5: COMPUTER SYSTEM CHARGES	6/30/2023			(1,541.67)									
305390,	MOTORPOOL RENTS MAY	5/31/2023												
305392,	RECLASS TO CORRECT GRANT	5/31/2023												
305654,	RECLASS REVENUE CLEARING	5/31/2023			(103,500.00)									
306226,	RECORD RESTRICTED WATER USAGE	6/30/2023												
306302,	RECLASS TO CORRECT OBJ CODE	6/30/2023												
306306,	COPIES BLACK JUNE	6/30/2023			(38.00)									
306305,	COPIES COLOR JUNE	6/30/2023			(117.18)									
306304,	POSTAGE USE JUNE	6/30/2023			(1.08)									
305698,	RECLASS CASH RECEIPTS	5/31/2023			(20.00)									
306256,	RECLASS PR TO CORRECT ACCT	6/30/2023												
306365,	RECORD PW COMP EARNED JUNE	6/30/2023												
306363,	LANDFILL ALLOCATION JUNE	6/30/2023								9,580.50				
306364,	RECD MED/DEN/FLEX/Rx CHECKS JUNE	6/30/2023												
307037,	REMOVE COMPUTER/PHONE	7/31/2023												
306369,	ADJUST CASH SHORTFALL	6/30/2023												
AP,	AP CLEARING JUN	6/30/2023			(380,856.67)		(81,298.08)			(199.89)	(6,885.70)		(586.47)	
GBI,	LANDFILL INTERFUND CHARGES	N/A												
306244,	NET PAYROLL TRANSFER	6/30/2023												
PRJ,	Payroll Journals				(79,191.47)								(4,367.77)	
	TOTALS		-	-	(570,733.73)	-	(81,298.08)	-	1,682.95	9,380.61	(6,885.70)	-	(5,771.36)	-

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
June-23

JE's	Description	Finance Business Date	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900
306012,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2023	(576.68)		(12,618.14)								34,468.10	(114.58)
306013,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2023						(866.70)						(5,305.00)
306014,	STND3: MAPPING SYSTEM CHARGES	6/30/2023	(661.66)											13,937.75
306015,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2023			(37.50)								(37.50)	6,059.15
306016,	STND5: COMPUTER SYSTEM CHARGES	6/30/2023	(166.67)		(312.50)								(166.67)	32,192.36
305390,	MOTORPOOL RENTS MAY	5/31/2023											4,316.40	
305392,	RECLASS TO CORRECT GRANT	5/31/2023												
305654,	RECLASS REVENUE CLEARING	5/31/2023												
306226,	RECORD RESTRICTED WATER USAGE	6/30/2023												
306302,	RECLASS TO CORRECT OBJ CODE	6/30/2023												
306306,	COPIES BLACK JUNE	6/30/2023												895.92
306305,	COPIES COLOR JUNE	6/30/2023												1,140.84
306304,	POSTAGE USE JUNE	6/30/2023												1,724.64
305698,	RECLASS CASH RECEIPTS	5/31/2023												
306256,	RECLASS PR TO CORRECT ACCT	6/30/2023												
306365,	RECORD PW COMP EARNED JUNE	6/30/2023			(327.05)								(156.44)	
306363,	LANDFILL ALLOCATION JUNE	6/30/2023			(43,274.46)	7,138.50	26,555.46							
306364,	RECD MED/DEN/FLEX/Rx CHECKS JUNE	6/30/2023												
307037,	REMOVE COMPUTER/PHONE	7/31/2023												(212.50)
306369,	ADJUST CASH SHORTFALL	6/30/2023												
AP,	AP CLEARING JUN	6/30/2023	(13,649.98)		(16,916.47)			(555,074.62)		(22,204.78)			(76,489.50)	(11,360.58)
GBI,	LANDFILL INTERFUND CHARGES	N/A			101.64									
306244,	NET PAYROLL TRANSFER	6/30/2023												
PRJ,	Payroll Journals		(12,688.44)		(49,623.96)								(51,817.44)	(35,123.07)
	TOTALS		(27,743.43)	-	(123,008.44)	7,138.50	26,555.46	(555,941.32)	-	(22,204.78)	-	-	(89,883.05)	3,834.93

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
June-23

JE's	Description	Finance Business Date	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
306012,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2023							
306013,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2023			(2,083.33)	(1,043.25)			
306014,	STND3: MAPPING SYSTEM CHARGES	6/30/2023							
306015,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2023					(37.50)		
306016,	STND5: COMPUTER SYSTEM CHARGES	6/30/2023					(195.83)		
305390,	MOTORPOOL RENTS MAY	5/31/2023							
305392,	RECLASS TO CORRECT GRANT	5/31/2023							
305654,	RECLASS REVENUE CLEARING	5/31/2023				103,500.00			
306226,	RECORD RESTRICTED WATER USAGE	6/30/2023						(84.72)	
306302,	RECLASS TO CORRECT OBJ CODE	6/30/2023							
306306,	COPIES BLACK JUNE	6/30/2023							
306305,	COPIES COLOR JUNE	6/30/2023							
306304,	POSTAGE USE JUNE	6/30/2023							
305698,	RECLASS CASH RECEIPTS	5/31/2023							
306256,	RECLASS PR TO CORRECT ACCT	6/30/2023							
306365,	RECORD PW COMP EARNED JUNE	6/30/2023							
306363,	LANDFILL ALLOCATION JUNE	6/30/2023							
306364,	RECD MED/DEN/FLEX/Rx CHECKS JUNE	6/30/2023	(109,137.51)	115,194.30					
307037,	REMOVE COMPUTER/PHONE	7/31/2023							
306369,	ADJUST CASH SHORTFALL	6/30/2023							
AP,	AP CLEARING JUN	6/30/2023	(46,253.69)		(303,197.50)	(860,120.19)		2,873,948.15	
GBI,	LANDFILL INTERFUND CHARGES	N/A							
306244,	NET PAYROLL TRANSFER	6/30/2023							900,496.67
PRJ,	Payroll Journals		203,143.32				(5,004.12)		
	TOTALS		47,752.12	115,194.30	(305,280.83)	(757,663.44)	(5,237.45)	2,873,863.43	900,496.67

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:

May 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:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/14/2023

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

Agenda Date: 7/18/2023

Revised April 2015

Gunnison County, Colorado
Total 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	18,892,531								90,829,388
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003								62,791,633
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104								33,641,068
Marble	131,754	67,728	87,331	79,408	243,675								609,896
Pitkin	55,308	42,949	45,531	65,200	94,704								303,692
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974								75,953,388
TOTAL TAXABLE SALES	55,756,070	58,454,881	65,630,349	39,026,774	45,260,991	0	0	0	0	0	0	0	264,129,065
Computed 1% Sales Tax	**557,560.70**	**584,548.81**	**656,303.49**	**390,267.74**	**452,609.91**								**2,641,291**
% Incr(Decr) of 2023 over 2022	**7.68%**	**9.17%**	**3.44%**	**-0.66%**	**1.04%**								

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	96,028,200	90,829,388	(5,198,812)	-5.41%
Crested Butte	65,556,014	62,791,633	(2,764,381)	-4.22%
Mt. Crested Butte	30,764,593	33,641,068	2,876,475	9.35%
Marble	768,108	609,896	(158,212)	-20.60%
Pitkin	286,008	303,692	17,684	6.18%
Unincorporated	59,451,945	75,953,388	16,501,443	27.76%
TOTAL TAXABLE SALES	252,854,868	264,129,065	11,274,197	4.46%
TOTAL COUNTY REVENUE	1,452,224	1,577,107	124,883	8.60%

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	88,113,100	96,028,200	7,915,100	8.98%
Crested Butte	58,998,170	65,556,014	6,557,844	11.12%
Mt. Crested Butte	23,471,371	30,764,593	7,293,222	31.07%
Marble	766,217	768,108	1,891	0.25%
Pitkin	363,338	286,008	(77,330)	-21.28%
Unincorporated	44,384,606	59,451,945	15,067,339	33.95%
TOTAL TAXABLE SALES	216,096,802	252,854,868	36,758,066	17.01%
TOTAL COUNTY REVENUE	1,214,002	1,452,224	238,222	19.62%

PREVIOUS YEARS FOR COMPARISON

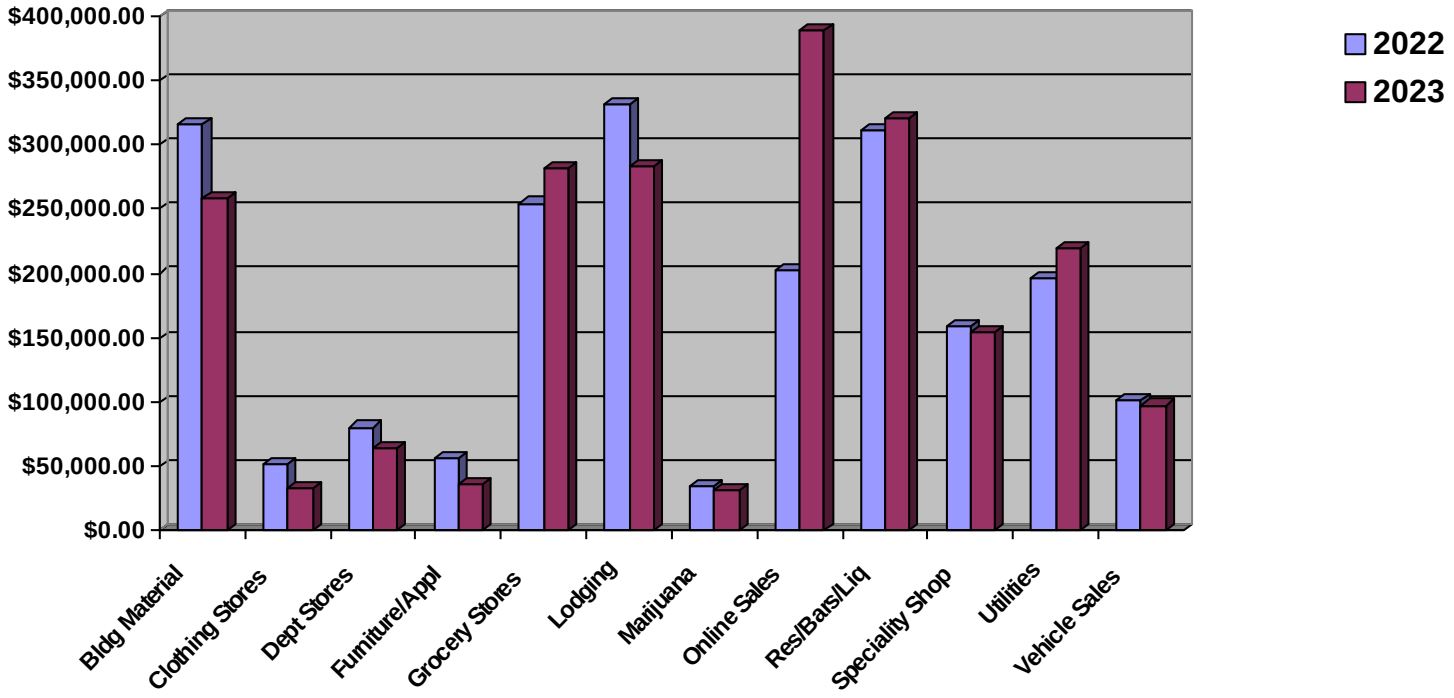
	2020 TOTAL	2021 TOTAL	Difference	%
City of Gunnison	217,223,917	255,916,781	38,692,864	17.81%
Crested Butte	129,700,628	167,915,771	38,215,143	29.46%
Mt. Crested Butte	36,716,482	51,409,373	14,692,891	40.02%
Marble	2,857,002	3,281,011	424,009	14.84%
Pitkin	1,278,152	1,709,362	431,210	33.74%
Unincorporated	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		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2023	Current Month TOTAL COUNTY REVENUE	$ 324,932.02	$ 340,143.76	$ 389,749.07	$ 241,988.60	$ 280,293.83								$ 1,577,107.28	$ 1,577,107.28	$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%									8.60%	40.03%
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	$ 1,452,224.08	$ 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%		19.62%	42.63%
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	$ 1,214,002.05	$ 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%		33.38%	35.64%
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	$ 910,210.20	$ 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%		15.56%	38.49%
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	$ 787,620.45	$ 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%		6.63%	37.33%
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	$ 738,660.42	$ 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%		9.69%	38.39%
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	$ 673,437.67	$ 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%		2.13%	36.63%
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	$ 659,378.68	$ 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%		11.54%	35.87%
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	$ 591,167.75	$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		9.91%	37.18%
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	$ 537,873.52	$ 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%		4.55%	36.54%
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	$ 514,478.53	$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		4.61%	36.09%
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	$ 491,783.59	$ 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%		4.77%	37.00%
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	$ 469,406.89	$ 1,314,611.00

2022/2023 YTD INDUSTRY COMPARISON AS OF MAY



May 2023

Taxes by Industry

Amusement & Entertainment	$8,256.44
Bldg Material & Trades	$65,155.26
Clothing Stores	$4,103.17
Department Stores	$15,143.82
Furniture & Appliance Stores	$8,920.01
Gas/Convenience Stores	$7,338.02
Grocery Stores	$52,866.53
Lodging	$29,479.33
Manufacturing	$14,695.39
Marijuana	$4,714.13
Miscellaneous Services	$34,677.46
Online Sales	$85,261.98
Ranching & Agriculture	$27.53
Restaurant/Bars/Liquor Stores	$48,281.30
Specialty Shops	$28,380.89
Utilities	$26,657.04
Vehicle Sales/Parts/Services	$18,651.61
GRAND TOTAL:	$452,609.91

Taxes by Industry and Jurisdiction

May 2023

Amusement & Entertainment

Almont	65.28
Crested Butte	2106.14
Gunnison	5579.94
Marble	1.57
Mt. Crested Butte	4.86
Rem of Cnty	498.53
Somerset	0.12
Grand Total By Industry:	$8,256.44

Bldg Material & Trades

Crested Butte	24812.52
Gunnison	31981.46
Marble	223.10
Mt. Crested Butte	549.59
Ohio City	3.25
Pitkin	52.32
Rem of Cnty	6891.42
Somerset	641.60
Grand Total By Industry:	$65,155.26

Clothing Stores

Crested Butte	1927.15
Gunnison	2103.97
Mt. Crested Butte	72.05
Grand Total By Industry:	$4,103.17

Department Stores

Gunnison	15143.82
Grand Total By Industry:	$15,143.82

Furniture & Appliance Stores

Crested Butte	5093.46
Gunnison	1908.35
Marble	30.89
Mt. Crested Butte	307.56
Rem of Cnty	1570.23

Somerset		9.52
	Grand Total By Industry:	$8,920.01

Gas/Convenience Stores

Almont		0.70
Crested Butte		849.16
Gunnison		5264.94
Pitkin		55.44
Rem of Cnty		349.87
Somerset		817.91
	Grand Total By Industry:	$7,338.02

Grocery Stores

Crested Butte		7862.93
Gunnison		44738.41
Marble		71.25
Mt. Crested Butte		28.47
Pitkin		28.29
Rem of Cnty		137.18
	Grand Total By Industry:	$52,866.53

Lodging

Almont		1725.34
Crested Butte		4189.75
Gunnison		7061.10
Marble		145.75
Mt. Crested Butte		9371.13
Ohio City		38.80
Pitkin		159.48
Powderhorn		327.43
Rem of Cnty		6458.48
Somerset		2.07
	Grand Total By Industry:	$29,479.33

Manufacturing

Crested Butte		4289.54
Gunnison		3123.90
Marble		85.13
Mt. Crested Butte		141.33
Ohio City		148.92
Pitkin		228.06
Rem of Cnty		2398.41

Somerset		4280.10
	Grand Total By Industry:	$14,695.39

Marijuana

Crested Butte		825.65
Gunnison		3888.48
	Grand Total By Industry:	$4,714.13

Miscellaneous Services

Almont		1288.97
Crested Butte		7423.08
Gunnison		12050.99
Marble		218.79
Mt. Crested Butte		2437.49
Ohio City		17.78
Pitkin		44.13
Rem of Cnty		9669.77
Somerset		1526.46
	Grand Total By Industry:	$34,677.46

Online Sales

Rem of Cnty		85261.98
	Grand Total By Industry:	$85,261.98

Ranching & Agriculture

Crested Butte		22.55
Gunnison		4.98
	Grand Total By Industry:	$27.53

Restaurant/Bars/Liquor Stores

Crested Butte		14725.63
Gunnison		30077.93
Marble		1280.85
Mt. Crested Butte		71.57
Pitkin		10.37
Rem of Cnty		2100.10
Somerset		14.85
	Grand Total By Industry:	$48,281.30

Specialty Shops

Crested Butte		4777.38
Gunnison		7356.60
Marble		186.75

Mt. Crested Butte		548.38
Ohio City		1.32
Parlin		45.56
Pitkin		3.71
Rem of Cnty		10610.65
Somerset		4850.54
	Grand Total By Industry:	$28,380.89

Utilities

Almont		1167.73
Crested Butte		3664.94
Gunnison		6731.00
Marble		150.56
Mt. Crested Butte		4059.53
Ohio City		205.79
Parlin		1.15
Pitkin		167.73
Rem of Cnty		10500.89
Somerset		7.72
	Grand Total By Industry:	$26,657.04

Vehicle Sales/Parts/Services

Crested Butte		2810.15
Gunnison		11909.44
Marble		42.11
Mt. Crested Butte		29.08
Pitkin		197.51
Rem of Cnty		3564.08
Somerset		99.24
	Grand Total By Industry:	$18,651.61

$452,609.91

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	124,021.56									
Interest Credit	(12.00)	33.00	3.00	2.00	20.00									
Program Cost	297.21	423.69	445.61	385.57	443.27									
Current Total Distribution	$ 318,774.21	$ 327,664.69	$ 433,112.61	$ 96,673.57	$ 124,484.83	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,300,709.91	$ 1,300,709.91
% Change over previous year (cumulative)	*-2.64%*	*-3.44%*	*-13.46%*	*-11.88%*	*-10.70%*									

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 1,456,643.45
% 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%	

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	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	$ 1,189,467.72
% 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%	

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 695,928.92
% 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%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 741,212.36
% 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%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 667,851.94
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 655,725.98
% 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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 636,528.23
% 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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 517,934.43
% 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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 349,613.05
% 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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 328,067.59
% 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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 309,522.67

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing on Establishing the Districts of th

Action Requested: Other Public Hearing

Parties to the Agreement:

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

Summary:

Public Hearing on Establishing the Districts of the Gunnison County Commissioners as a result of the 2020 Federal Census.

Fiscal Impact: 0

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
BOCC need only conduct hearing on redistricting resolution, as law required BOCC to wait at least 30 days before adopting resolution. Recommend following standard public hearing protocol. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/13/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/14/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 7/18/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2023-_____

A RESOLUTION ESTABLISHING THE
DISTRICTS OF GUNNISON COUNTY COMMISSIONERS
AS A RESULT OF THE 2020 FEDERAL CENSUS

WHEREAS, Colorado Revised Statute § 30-10-306(1), as amended, provides that each county shall be divided into three compact districts by the Board of County Commissioners of the County of Gunnison, Colorado ("Board"); and

WHEREAS, Colorado Revised Statute § 30-10-306(4), as amended, provides that, after each federal census of the United States, each district shall be established, revised, or altered to assure that such districts shall be as nearly equal in population as possible based on such census and shall be completed by September 30 of the second odd-numbered year following such census; and

WHEREAS, the United States Bureau of the Census has completed the 2020 federal census, therefore requiring the Board to complete the revision or alteration of Gunnison County Commission districts on or before September 30, 2023; and

WHEREAS, Colorado Revised Statute § 30-10-306(5), as amended requires the Board of County Commissioners of the County of Gunnison, Colorado to conduct a public hearing on the proposed district boundaries at least thirty (30) days before adopting a resolution to change such boundaries; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado conducted such public hearing on July 18, 2023; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has considered information and data received from the United States Bureau of the Census for the 2020 census and has, in addition, considered comments and input received at the aforementioned public hearing on the question of commissioner district boundaries;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

Section 1:

Commissioner's District 1 is hereby declared to be that portion of Gunnison County lying south and west of a line commencing at the point of intersection of the western-most boundary of Gunnison County with the Third Standard Parallel South, which is also the northern-most boundary of Township 51 North and the southern-most boundary of

Township 15 South;

Thence running along said line east to the boundary between Range 87 West and Range 88 West of the Sixth Principal Meridian;

Thence north along said boundary line to the southern-most boundary of Township 14 south;

Thence east along said line to the point of intersection with the Ohio Creek Road, being County Road #730, said point of intersection being located at or near the northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;
Thence along the centerline of Ohio Creek Road in a southeasterly direction to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of Elizabeth Avenue in the City of Gunnison;

Thence west along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Pine Street;

Thence south along the centerline of Pine Street to the point of intersection with the centerline of Leroy Avenue;

Thence west along the centerline of Leroy Avenue to the point of intersection with the centerline of Spruce Street;

Thence south along the centerline of Spruce Street to the point of intersection with the centerline of Arthur Avenue

Thence west along the centerline of Arthur Avenue to the point of intersection with the centerline of 12th Street;

Thence south along the centerline of 12th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 10th Street;

Thence south along the centerline of 10th Street to the point of intersection with the centerline of Railroad Avenue;

Thence southwesterly along the centerline of Railroad Avenue to the point of intersection with the centerline of South 8th Street;

Thence north along the centerline of South 8th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of U.S. Highway #50;

Thence westerly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Gold Basin Road, being County Road #38;

Thence in a southerly direction along the centerline of Gold Basin Road, being County Road #38 extended, extended to the point of intersection with the boundary between Gunnison County and Saguache County.

Section 2:

Commissioner's District 2 is hereby declared to be that portion of Gunnison County lying east and south of a line commencing at the point of intersection between the boundary of Gunnison County and Saguache County with the centerline of Gold Basin Road, being County road #38 extended;

Thence northerly along the centerline of Gold Basin road extended to the point of intersection with the centerline of U.S. Highway #50;

Thence easterly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of South 8th Street ;

Thence south along the centerline of South 8th Street to the point of intersection with the centerline of Railroad Avenue;

Thence northeasterly along the centerline of Railroad Avenue to the point of intersection with the centerline of 10th Street;

Thence north along the centerline of 10th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 12th Street;

Thence north along the centerline of 12th Street to the point of intersection with the centerline of Arthur Avenue;

Thence east along the centerline of Arthur Avenue to the point of intersection with the centerline of Spruce Street;

Thence north along the centerline of Spruce Street to the point of intersection with the

centerline of Leroy Avenue;

Thence east along the centerline of Leroy Avenue to the point of intersection with the centerline of Pine Street;

Thence north along the centerline of Pine Street to the point of intersection with the centerline of Elizabeth Avenue;

Thence east along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of County Road #730 to the intersection of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" the location of which is referenced in the documents identified in Appendix "A" attached hereto and incorporated herein;

Thence northerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road; to the intersection of the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of the road known as Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence easterly along the centerline of Jack's Cabin Cutoff to the point of intersection with the centerline of Taylor River Road, being County Road/Forest Route #742;

Thence easterly along the centerline of Taylor River Road to the point of intersection with the centerline of Cottonwood Pass Road, being Forest Route #209;

Thence easterly along the centerline of Cottonwood Pass Road to the point of intersection with the Continental Divide, which is also the eastern boundary of Gunnison County.

Section 3:

Commissioner's District 3 is hereby declared to be that portion of Gunnison County lying north of a line commencing at a point on the easterly boundary of Gunnison County where the County line intersects with the centerline of the Cottonwood Pass Road, being Forest Route #209;

Thence westerly along the centerline of the Cottonwood Pass Road to the point of intersection with the centerline of the Taylor River Road, being County Road/Forest Route #742;

Thence westerly along the centerline of the Taylor River Road to the point of intersection with the road known as the Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence westerly along the centerline of the Jack's Cabin Cutoff to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road to that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A";

Thence southerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the point of intersection of the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of the Ohio Creek Road to the point of intersection with the southern boundary of Township 14 South, which point of intersection is located at the approximate northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;

Thence west along the southern boundary of said Township 14 South to the point of intersection with the boundary line between Range 87 west and Range 88 West of the Sixth Principal Meridian;

Thence southerly along said boundary line to the third Standard parallel South, which is the boundary line between Township 51 North and Township 15 South;

Thence west along the Third Standard parallel to the point of intersection with the western-most boundary of Gunnison County.

Section 4:

The Chairperson of the Board of County Commissioners of the County of Gunnison, Colorado is hereby authorized to affix his signature upon one or more maps of Gunnison County or portions thereof depicting the location of the above-described boundary lines of commissioners' districts for Gunnison County also identified in Appendix “B" attached hereto and incorporated herein.

Section 5:

The Board of County Commissioners of the County of Gunnison, Colorado hereby finds that the above-described commissioners' districts are as compact and as nearly equal in population as possible, in accordance with Colorado law.

INTRODUCED by Commissioner_____, seconded by Commissioner _____, and adopted this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST:

_____
Deputy County Clerk

APPENDIX "A"

The location of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" is identified in the following documents:

1. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 471; and

2. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 476; and

3. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 191; and

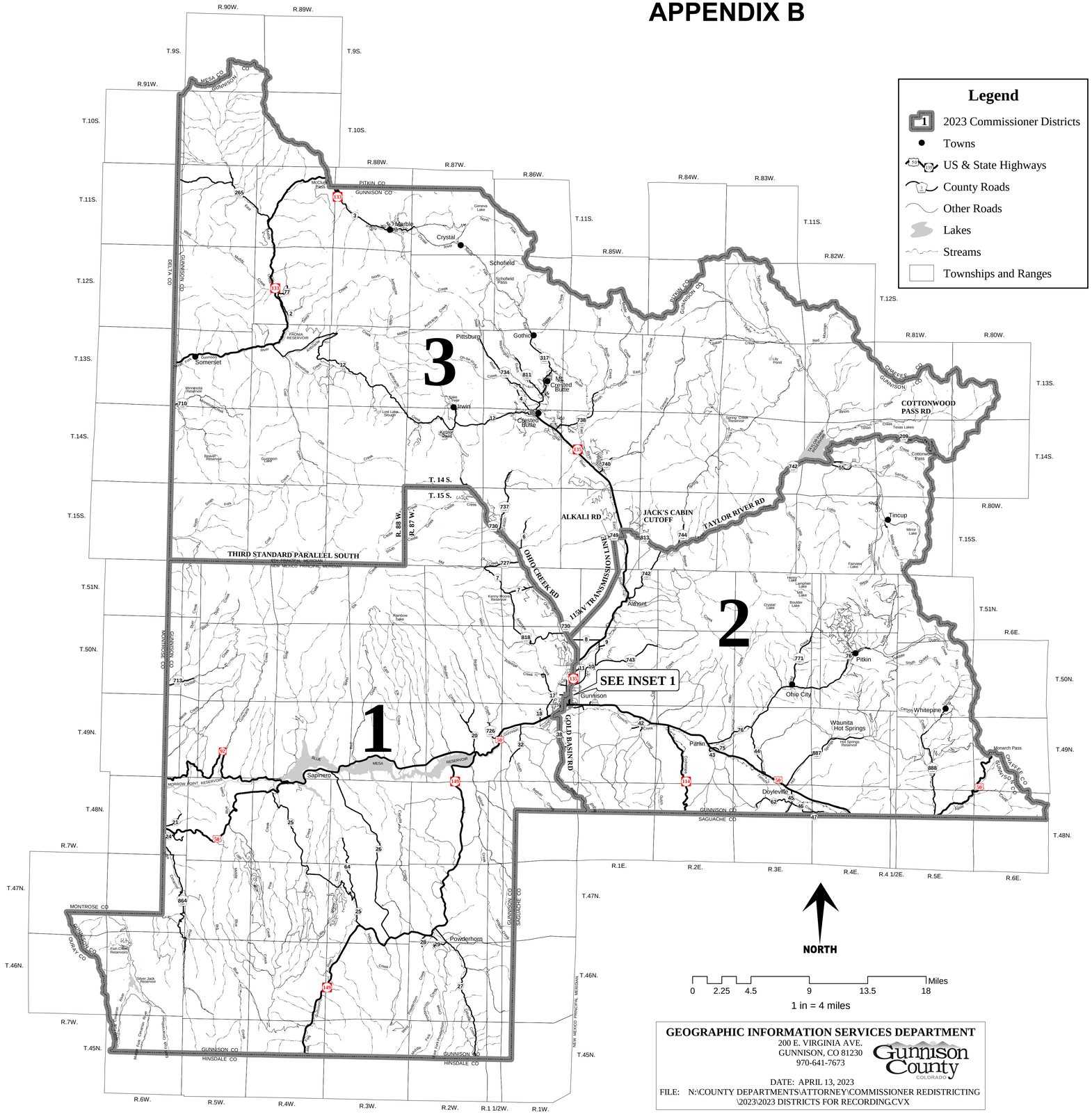
4. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 196; and

5. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 200; and

6. Right of Way No: 1641, Book 16, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 485; and

7. U.S. Department of Agriculture, Forest Service Special-Use Permit No: OUR-400601.

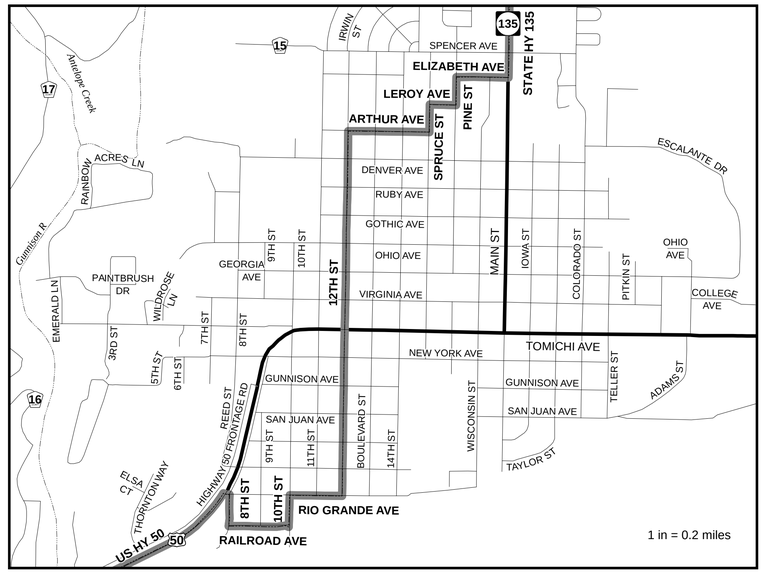
APPENDIX B



GEOGRAPHIC INFORMATION SERVICES DEPARTMENT
200 E. VIRGINIA AVE.
GUNNISON, CO 81230
970-641-7673

DATE: APRIL 13, 2023
FILE: N:\COUNTY DEPARTMENTS\ATTORNEY\COMMISSIONER REDISTRICTING \2023\2023 DISTRICTS FOR RECORDING.CVX

INSET 1
CITY OF GUNNISON



COMMISSIONERS' DISTRICT BOUNDARIES OF GUNNISON COUNTY, COLORADO

IN ACCORDANCE WITH COLORADO REVISED STATUES §30-10-306 AND AS ADOPTED BY GUNNISON COUNTY RESOLUTION NO 2023- DATED MAY,__ 2023 AS AMENDED

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

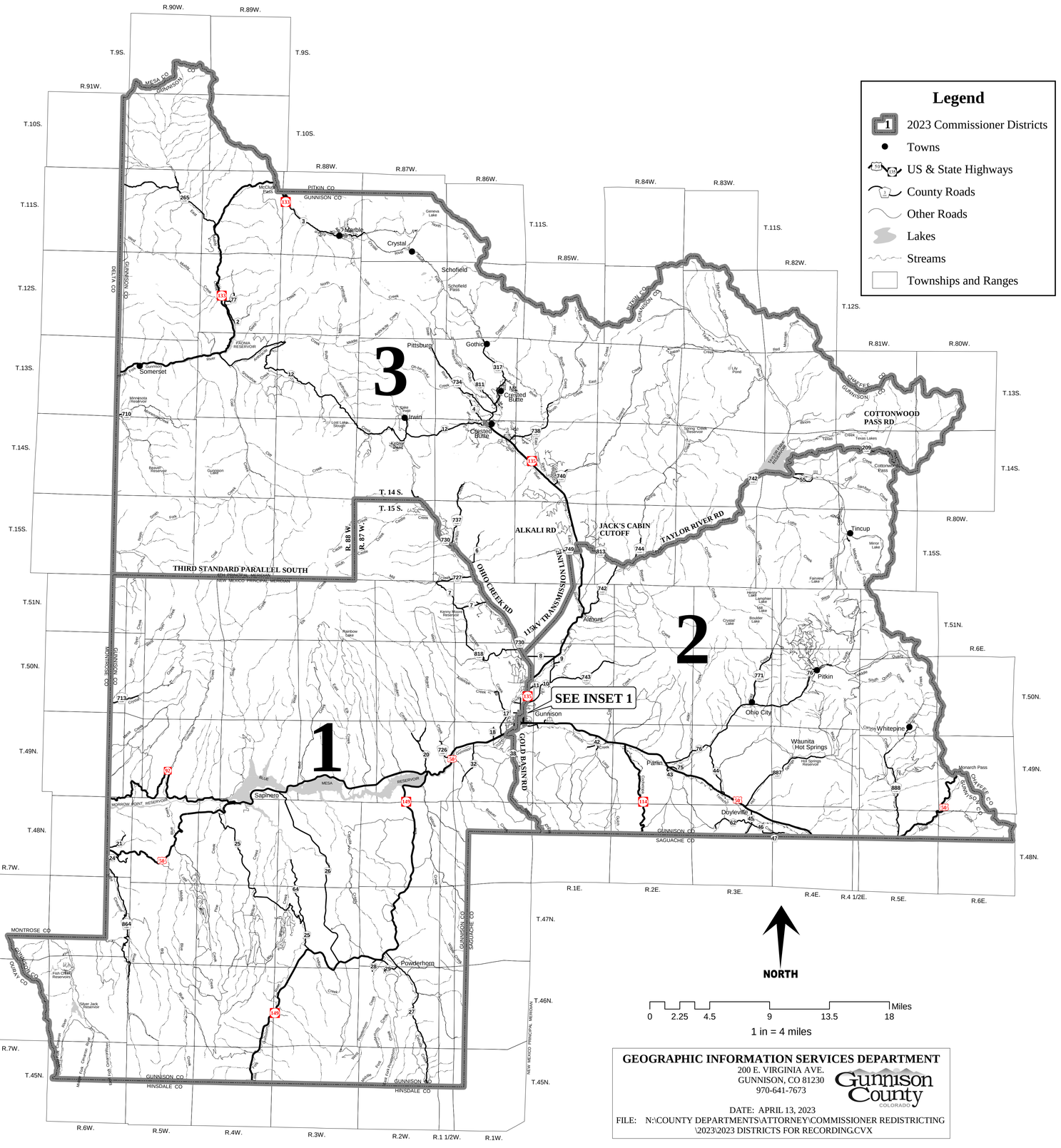
By _____
Jonathan Houck, Chairperson

THIS MAP WAS PREPARED BY GUNNISON COUNTY AND REPRESENTS GENERALIZED GEOGRAPHIC DATA FOR GENERAL PLANNING PURPOSES ONLY. THE DATA PORTRAYED SHOULD NOT BE RELIED UPON TO ESTABLISH LEGAL TITLE, BOUNDARY LINES, THE PRECISE LOCATION OF IMPROVEMENTS, OWNERSHIP, MAINTENANCE, EASEMENTS OR PUBLIC RIGHT-OF WAYS.

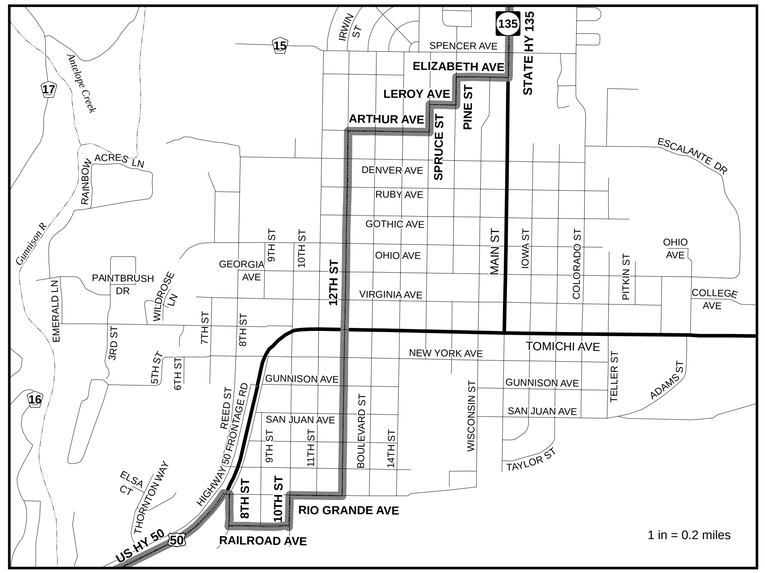
GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this _____ day of _____, A.D. 2023.
Reception Number _____.
Time _____.
Date _____.

_____
County Clerk



INSET 1
CITY OF GUNNISON



COMMISSIONERS' DISTRICT BOUNDARIES OF GUNNISON COUNTY, COLORADO

IN ACCORDANCE WITH COLORADO REVISED STATUES §30-10-306 AND AS ADOPTED BY GUNNISON COUNTY RESOLUTION NO 2023- DATED ____,__ 2023 AS AMENDED

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By _____

Jonathan Houck, Chairperson

GEOGRAPHIC INFORMATION SERVICES DEPARTMENT
200 E. VIRGINIA AVE.
GUNNISON, CO 81230
970-641-7673

DATE: APRIL 13, 2023
FILE: N:\COUNTY DEPARTMENTS\ATTORNEY\COMMISSIONER REDISTRICTING \2023\2023 DISTRICTS FOR RECORDING.CVX

THIS MAP WAS PREPARED BY GUNNISON COUNTY AND REPRESENTS GENERALIZED GEOGRAPHIC DATA FOR GENERAL PLANNING PURPOSES ONLY. THE DATA PORTRAYED SHOULD NOT BE RELIED UPON TO ESTABLISH LEGAL TITLE, BOUNDARY LINES, THE PRECISE LOCATION OF IMPROVEMENTS, OWNERSHIP, MAINTENANCE, EASEMENTS OR PUBLIC RIGHT-OF WAYS.

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this _____ day of _____, A.D. 2023.
Reception Number _____.
Time _____.
Date _____.

_____
County Clerk

GUNNISON COUNTRY TIMES shopper

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JUL 10 2023
COUNTY ATTORNEY

Proof of Publication

7/6/2023

Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison CO 81230

STATE OF COLORADO
County of Gunnison

I, Alan Wartes, do solemnly swear that I am Publisher of THE GUNNISON COUNTRY TIMES; that the same is a weekly newspaper printed in whole or in part in the County of Gunnison, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Gunnison for a period of more than 52 consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under provisions of the Act of March 3, 1879, and any amendments thereof; and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the legal notice or advertisement of which the attached is a full, true and correct copy, was published in the regular and entire issue of every number of said weekly newspaper for the period of **1** issues(s); and that the first publication of said notice was in the issue of said newspaper dated **7/6/2023**, and that the last publication of said notice was in the issue of said newspaper dated **7/6/2023**.

In witness whereof I have hereunto set my hand this 6th day of July, A.D. 2023.

Alan Wartes, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Gunnison, State of Colorado, this 7 day of July, A.D. 2023.

Notary Public this date of ~~7/6/2023~~ 7/7/2023 DW

DUSTIN WHITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194013915
MY COMMISSION EXPIRES APRIL 11, 2027

Name	Gunnison County Attorney's Office
Order Number	9789
Order Date	6/30/2023
Number Issues	1
Pub Count	1
First Issue	7/6/2023
Last Issue	7/6/2023
Order Price	$321.20
Publications	Gunnison Country Times
Publication Dates	Gunnison Country Times: 7/6/2023

GUNNISON COUNTRY TIMES shopper
218 N. Wisconsin, Gunnison, Colorado 81230 — 970.641.1414

Proof of Publication

7/6/2023

cont. Gunnison County Attorney's Office

Order No: 9789

PUBLIC NOTICE

NOTICE is hereby given of a public hearing before the Board of County Commissioners of the County of Gunnison, Colorado, at 8:45 a.m. of the 18th day of July, 2023, in the Board of County Commissioners Meeting Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado for the purpose of adopting a re-districting resolution, "A Resolution Establishing the Districts of Gunnison County commissioners as a Result of the 2020 Federal Census".

This notice given and published by the order of the Board of County Commissioners.

Dated this 30th day of June, 2023.

COUNTY OF GUNNISON, COLORADO

Publish as a Public Notice in the July 6, 2023 edition.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2023-_____

A RESOLUTION ESTABLISHING THE DISTRICTS OF GUNNISON COUNTY COMMISSIONERS AS A RESULT OF THE 2020 FEDERAL CENSUS

WHEREAS, Colorado Revised Statute § 30-10-306(1), as amended, provides that each county shall be divided into three compact districts by the Board of County Commissioners of the County of Gunnison, Colorado ("Board"); and

WHEREAS, Colorado Revised Statute § 30-10-306(4), as amended, provides that, after each federal census of the United States, each district shall be established, revised, or altered to assure that such districts shall be as nearly equal in population as possible based on such census and shall be completed by September 30 of the second odd-numbered year following such census; and

WHEREAS, the United States Bureau of the Census has completed the 2020 federal census, therefore requiring the Board to complete the revision or alteration of Gunnison County Commission districts on or before September 30, 2023; and

WHEREAS, Colorado Revised Statute § 30-10-306(5), as amended requires the Board of County Commissioners of the County of Gunnison, Colorado to conduct a public hearing on the proposed district boundaries at least thirty (30) days before adopting a resolution to change such boundaries; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado conducted such public hearing on _____, 2023; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has considered information and data received from the United States Bureau of the Census for the 2020 census and has, in addition, considered comments and input received at the aforementioned public hearing on the question of commissioner district boundaries;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

Section 1:

Commissioner's District 1 is hereby declared to be that portion of Gunnison County lying south and west of a line commencing at the point of intersection of the western-most boundary of Gunnison County with the Third Standard Parallel South,

which is also the northern-most boundary of Township 51 North and the southern-most boundary of Township 15 South;

Thence running along said line east to the boundary between Range 87 West and Range 88 West of the Sixth Principal Meridian;

Thence north along said boundary line to the southern-most boundary of Township 14 south;

Thence east along said line to the point of intersection with the Ohio Creek Road, being County Road #730, said point of intersection being located at or near the northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;

Thence along the centerline of Ohio Creek Road in a southeasterly direction to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of Elizabeth Avenue in the City of Gunnison;

Thence west along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Pine Street;

Thence south along the centerline of Pine Street to the point of intersection with the centerline of Leroy Avenue;

Thence west along the centerline of Leroy Avenue to the point of intersection with the centerline of Spruce Street;

Thence south along the centerline of Spruce Street to the point of intersection with the centerline of Arthur Avenue

Thence west along the centerline of Arthur Avenue to the point of intersection with the centerline of 12th Street;

Thence south along the centerline of 12th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 10th Street;

Thence south along the centerline of 10th Street to the point of intersection with the centerline of Railroad Avenue;

Thence southwesterly along the centerline of Railroad Avenue to the point of intersection with the centerline of South 8th St;

Thence north along the centerline of South 8th Stto the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of U.S. Highway #50;

Thence westerly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Gold Basin Road, being County Road #38;

Thence in a southerly direction along the centerline of Gold Basin Road, being County Road #38 extended, extended to the point of intersection with the boundary between Gunnison County and Saguache County.

Section 2:

Commissioner's District 2 is hereby declared to be that portion of Gunnison County lying east and south of a line commencing at the point of intersection between the boundary of Gunnison County and Saguache County with the centerline of Gold Basin Road, being County road #38 extended;

Thence northerly along the centerline of Gold Basin road extended to the point of intersection with the centerline of U.S. Highway #50;

Thence easterly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of South 8th St;

Thence south along the centerline of South 8th Stto the point of intersection with the centerline of Railroad Avenue;

Thence northeasterly along the centerline of Railroad Avenue to the point of intersection with the centerline of 10th Street;

Thence north along the centerline of 10th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 12th Street;

Thence north along the centerline of 12th Street to the point of intersection with the centerline of Arthur Avenue;

Thence east along the centerline of Arthur Avenue to the point of intersection with the centerline of Spruce Street;

Thence north along the centerline of Spruce Street to the point of intersection with the centerline of Leroy Avenue;

Thence east along the centerline of Leroy Avenue to the point of intersection with the centerline of Pine Street;

Thence north along the centerline of Pine Street to the point of intersection with the centerline of Elizabeth Avenue;

Thence east along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of County Road #730 to the intersection of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" the location of which is referenced in the documents identified in Appendix "A" attached hereto and incorporated herein;

Thence northerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road; to the intersection of the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of the road known as Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence easterly along the centerline of Jack's Cabin Cutoff to the point of intersection with the centerline of Taylor River Road, being County Road/Forest Route #742;

Thence easterly along the centerline of Taylor River Road to the point of intersection with the centerline of Cottonwood Pass Road, being Forest Route #209;

Thence easterly along the centerline of Cottonwood Pass Road to the point of intersection with the Continental Divide, which is also the eastern boundary of Gunnison County.

Section 3:

Commissioner's District 3 is hereby declared to be that portion of Gunnison County lying north of a line commencing at a point on the easterly boundary of Gunnison County where the County line intersects with the centerline of the Cottonwood Pass Road, being Forest Route #209;

Thence westerly along the centerline of the Cottonwood Pass Road to the point of intersection with the centerline of the Taylor River Road, being County Road/Forest Route #742;

Thence westerly along the centerline of the Taylor River Road to the point of intersection with the road known as the Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence westerly along the centerline of the Jack's Cabin Cutoff to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road to that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A";

Thence southerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the point of intersection of the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of the Ohio Creek Road to the point of intersection with the southern boundary of Township 14 South, which point of intersection is located at the approximate northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;

Thence west along the southern boundary of said Township 14 South to the point of intersection with the boundary line between Range 87 West and Range 88 West of the Sixth Principal Meridian;

Thence southerly along said boundary line to the third Standard parallel South, which is the boundary line between Township 51 North and Township 15 South;

Thence west along the Third Standard parallel to the point of intersection with the western-most boundary of Gunnison County.

Section 4:

The Chairperson of the Board of County Commissioners of the County of Gunnison, Colorado is hereby authorized to affix his signature upon one or more maps of Gunnison County or portions thereof depicting the location of the above-described boundary lines of commissioners' districts for Gunnison County also identified in Appendix "B" attached hereto and incorporated herein.

Section 5:

The Board of County Commissioners of the County of Gunnison, Colorado hereby finds that the above-described commissioners' districts are as compact and as nearly equal in population as possible, in accordance with Colorado law.

INTRODUCED by Commissioner, seconded by Commissionr, and adopted this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By Jonathan Houck, Chairperson

By Elizabeth Smith, Vice Chairperson

By Laura Puckett Daniels, Commissioner

ATTEST: Deputy County Clerk

APPENDIX "A"

The location of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" is identified in the following documents:

1. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 471; and
2. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 476; and
3. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 191; and
4. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 196; and
5. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 200; and
6. Right of Way No: 1641, Book 16, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 485; and
7. U.S. Department of Agriculture, Forest Service Special-Use Permit No: OUR-400601.

Gunnison Country Times
Gunnison, Colorado
Publication date of July 6, 2023

9789

RECEIVED
JUL 10 20
COUNTY ATTORNEY

Gunnison Country Times
218 N. Wisconsin
Gunnison, CO 81230

DENVER CO 802
8 JUL 2023 PM 9 L

Gunnison County Attorney's Office
200 E. Virginia
Gunnism, CO 81230

81230-22480

—PUBLIC NOTICE—

NOTICE is hereby given of a public hearing before the Board of County Commissioners of the County of Gunnison, Colorado, at 8:45 a.m. of the 18th day of July, 2023, in the Board of County Commissioners Meeting Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado for the purpose of adopting a re-districting resolution, "A Resolution Establishing the Districts of Gunnison County commissioners as a Result of the 2020 Federal Census".
This notice given and published by the order of the Board of County Commissioners.
Dated this 30th day of June, 2023.
COUNTY OF GUNNISON, COLORADO
Publish as a Public Notice in the July 7, 2023 edition.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-_____
A RESOLUTION ESTABLISHING THE DISTRICTS OF GUNNISON COUNTY COMMISSIONERS
AS A RESULT OF THE 2020 FEDERAL CENSUS

WHEREAS, Colorado Revised Statute § 30-10-306(1), as amended, provides that each county shall be divided into three compact districts by the Board of County Commissioners of the County of Gunnison, Colorado ("Board"); and
WHEREAS, Colorado Revised Statute § 30-10-306(4), as amended, provides that, after each federal census of the United States, each district shall be established, revised, or altered to assure that such districts shall be as nearly equal in population as possible based on such census and shall be completed by September 30 of the second odd-numbered year following such census; and
WHEREAS, the United States Bureau of the Census has completed the 2020 federal census, therefore requiring the Board to complete the revision or alteration of Gunnison County Commission districts on or before September 30, 2023; and
WHEREAS, Colorado Revised Statute § 30-10-306(5), as amended requires the Board of County Commissioners of the County of Gunnison, Colorado to conduct a public hearing on the proposed district boundaries at least thirty (30) days before adopting a resolution to change such boundaries; and
WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado conducted such public hearing on _____, 2023; and
WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has considered information and data received from the United States Bureau of the Census for the 2020 census and has, in addition, considered comments and input received at the aforementioned public hearing on the question of commissioner district boundaries;
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:
Section 1:
Commissioner's District 1 is hereby declared to be that portion of Gunnison County lying south and west of a line commencing at the point of intersection of the western-most boundary of Gunnison County with the Third Standard Parallel South, which is also the northern-most boundary of Township 51 North and the southern-most boundary of Township 15 South;
Thence running along said line east to the boundary between Range 87 West and Range 88 West of the Sixth Principal Meridian;
Thence north along said boundary line to the southern-most boundary of Township 14 south;
Thence east along said line to the point of intersection with the Ohio Creek Road, being County Road #730, said point of intersection being located at or near the northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;
Thence along the centerline of Ohio Creek Road in a southeasterly direction to the point of intersection with the centerline of Colorado State Highway #135;
Thence south along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of Elizabeth Avenue in the City of Gunnison;
Thence west along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Pine Street;
Thence south along the centerline of Pine Street to the point of intersection with the centerline of Leroy Avenue;
Thence west along the centerline of Leroy Avenue to the point of intersection with the centerline of Spruce Street;
Thence south along the centerline of Spruce Street to the point of intersection with the centerline of Arthur Avenue
Thence west along the centerline of Arthur Avenue to the point of intersection with the centerline of 12th Street;
Thence south along the centerline of 12th Street to the point of intersection with the centerline of Rio Grande Avenue;
Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 10th Street;
Thence south along the centerline of 10th Street to the point of intersection with the centerline of Railroad Avenue;
Thence southwesterly along the centerline of Railroad Avenue to the point of intersection with the centerline of South 8th St;
Thence north along the centerline of South 8th Stto the point of intersection with the centerline of Rio Grande Avenue;
Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of U.S. Highway #50;
Thence westerly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Gold Basin Road, being County Road #38;
Thence in a southerly direction along the centerline of Gold Basin Road, being County Road #38 extended, extended to the point of intersection with the boundary between Gunnison County and Saguache County.
Section 2:
Commissioner's District 2 is hereby declared to be that portion of Gunnison County lying east and south of a line commencing at the point of intersection between the boundary of Gunnison County and Saguache County with the centerline of Gold Basin Road, being County road #38 extended;
Thence northerly along the centerline of Gold Basin road extended to the point of intersection with the centerline of U.S. Highway #50;
Thence easterly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Rio Grande Avenue;
Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of South 8th St;
Thence south along the centerline of South 8th Stto the point of intersection with the centerline of Railroad Avenue;
Thence northeasterly along the centerline of Railroad Avenue to the point of intersection with the centerline of 10th Street;
Thence north along the centerline of 10th Street to the point of intersection with the centerline of Rio Grande Avenue;
Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 12th Street;
Thence north along the centerline of 12th Street to the point of intersection with the centerline of Arthur Avenue;
Thence east along the centerline of Arthur Avenue to the point of intersection with the centerline of Spruce Street;
Thence north along the centerline of Spruce Street to the point of intersection with the centerline of Leroy Avenue;
Thence east along the centerline of Leroy Avenue to the point of intersection with the centerline of Pine Street;
Thence north along the centerline of Pine Street to the point of intersection with the centerline of Elizabeth Avenue;
Thence east along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Colorado State Highway #135;
Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of County Road #730 also known as Ohio Creek Road;
Thence northwesterly along the centerline of County Road #730 to the intersection of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" the location of which is referenced in the documents identified in Appendix "A" attached hereto and incorporated herein;
Thence northerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix ''A", to the intersection of the centerline of County Road #749 also known as Alkali Road;
Thence east along the centerline of County Road #749 also known as Alkali Road; to the intersection of the centerline of Colorado State Highway #135;
Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of the road known as Jack's Cabin Cutoff, being County Road/Forest Route #813;
Thence easterly along the centerline of Jack's Cabin Cutoff to the point of intersection with the centerline of Taylor River Road, being County Road/Forest Route #742;
Thence easterly along the centerline of Taylor River Road to the point of intersection with the centerline of Cottonwood Pass Road, being Forest Route #209;
Thence easterly along the centerline of Cottonwood Pass Road to the point of intersection with the Continental Divide, which is also the eastern boundary of Gunnison County.
Section 3:
Commissioner's District 3 is hereby declared to be that portion of Gunnison County lying north of a line commencing at a point on the easterly boundary of Gunnison County where the County line intersects with the centerline of the Cottonwood Pass Road, being Forest Route #209;
Thence westerly along the centerline of the Cottonwood Pass Road to the point of intersection with the centerline of the Taylor River Road, being County Road/Forest Route #742;
Thence westerly along the centerline of the Taylor River Road to the point of intersection with the road known as the Jack's Cabin Cutoff, being County Road/Forest Route #813;
Thence westerly along the centerline of the Jack's Cabin Cutoff to the point of intersection with the centerline of Colorado State Highway #135;
Thence south along the centerline of Colorado State Highway #135 to the point of intersection of the centerline of County Road #749 also known as Alkali Road;
Thence east along the centerline of County Road #749 also known as Alkali Road to that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A";
Thence southerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the point of intersection of the centerline of County Road #730 also known as Ohio Creek Road;
Thence northwesterly along the centerline of the Ohio Creek Road to the point of intersection with the southern boundary of Township 14 South, which point of intersection is located at the approximate northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;
Thence west along the southern boundary of said Township 14 South to the point of intersection with the boundary line between Range 87 West and Range 88 West of the Sixth Principal Meridian;
Thence southerly along said boundary line to the third Standard parallel South, which is the boundary line between Township 51 North and Township 15 South;
Thence west along the Third Standard parallel to the point of intersection with the western-most boundary of Gunnison County.
Section 4:
The Chairperson of the Board of County Commissioners of the County of Gunnison, Colorado is hereby authorized to affix his signature upon one or more maps of Gunnison County or portions thereof depicting the location of the above-described boundary lines of commissioners' districts for Gunnison County also identified in Appendix "B" attached hereto and incorporated herein.
Section 5:
The Board of County Commissioners of the County of Gunnison, Colorado hereby finds that the above-described commissioners' districts are as compact and as nearly equal in population as possible, in accordance with Colorado law.
INTRODUCED by Commissioner_____, seconded by Commissioner _____, and adopted this ____ day of _____, 2023.
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO
By _____
Jonathan Houck, Chairperson
By _____
Elizabeth Smith, Vice Chairperson
By _____
Laura Puckett Daniels, Commissioner
ATTEST:
_____
Deputy County Clerk

APPENDIX "A"

The location of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" is identified in the following documents:
1. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 471; and
2. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 476; and
3. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 191; and
4. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 196; and
5. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 200; and
6. Right of Way No: 1641, Book 16, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 485; and
7. U.S. Department of Agriculture, Forest Service Special-Use Permit No: OUR-400601.

Published in the *Crested Butte News*. Issue of July 7, 2023. #070701

—IN THE DISTRICT COURT IN AND FOR WATER DIVISION NO. 4—
STATE OF COLORADO
TO: ALL PERSONS INTERESTED IN WATER APPLICATIONS IN SAID WATER DIVISION NO. 4

Pursuant to C.R.S. 37-92-302, as amended, you are notified that the following is a resume of all applications filed in the Water Court during the month of June 2023.
The names, address of applicant, source of water, description of water right or conditional water right involved, and description of the ruling sought are as follows:
The water right claimed by this application may affect in priority any water right claimed or heretofore adjudicated within this division, and owners of affected rights must appear to object and protest within the time provided by statute, or be forever barred.
CASE NO. 2023CW3033; Gunnison County - Gunnison River; Hidden River Ranch Association; c/o John R. Pierce, Dufford Waldeck, 744 Horizon Court, Suite 300, Grand Junction, CO 81506, (970) 248-5865; APPLICATION TO MAKE CONDITIONAL WATER RIGHTS ABSOLUTE AND REQUEST FOR FINDING OF REASONABLE DILIGENCE; Name, address, and telephone number of Applicant: Hidden River Ranch Association; c/o Melanie Miller; 11 Rodeo Drive; Crested Butte, CO 81224; Request to make conditional right absolute and for finding of diligence: Name of structures: HRR Well Nos. 1, 2, 3, 5, 7, 9, 10, 12, 14, 16; Description of conditional water rights: Original Decree: May 15, 1996, Case No. 95CW147, Water Division 4; Subsequent decrees awarding findings of diligence:

Date of Decree	*Case No.*
January 25, 2003	2002CW70, Water Division 4
September 8, 2010	2009CW13, Water Division 4
June 5, 2017	2016CW3061, Water Division 4

Legal description: The wells are all located in Township 14 South, Range 85 West, 6th P.M. as follows:

Name	*Sec.*	*Easting(m); **	*Northing(m); **
HRR Well No. 1	20	334262.9	4298868.7
HRR Well No. 2	20	334206.3	4298982.5
HRR Well No. 3	20	334192.3	4299013.8
HRR Well No. 5	20	334128.2	4299164.4
HRR Well No. 7	20	334068.8	4299321.6
HRR Well No. 9	20	334004.2	4299447.3
HRR Well No. 10	20	333968.3	4299545.2
HRR Well No. 12	20	333897.1	4299622.9
HRR Well No. 14	17	333589.9	4299797.7
HRR Well No. 16	17	333579.2	4299951.6

* Zone 13, NAD 83

Source: The alluvium of the East River, tributary to the Gunnison River; Appropriation Date: June 8, 1995; Amount: 15 gpm in each of the wells, or 255 gpm in the aggregate; Use: Year-round in-house domestic use for single-family residences with attached caretaker units, and for the summer irrigation of not to exceed 2,000 square feet of home lawns and gardens on each ranch site; Outline of work toward completion or for completion of the appropriation and application of water to a beneficial use as conditionally decreed, including expenditures, during the previous diligence period: The above-described conditional groundwater rights are part of a subdivision and are being placed to use as individual landowners purchase lots and construct homes. Those conditional water rights are augmented by the plan for augmentation approved in Case No. 95CW147 and are essential to the beneficial use of the lots. Since the last diligence decree was entered in Case No. 16CW3061, the Hidden River Ranch Well No. 10 has been permitted, constructed, and placed to beneficial use. On April 17, 2020, the HRR Well No. 10 was pumped at a rate of 15 gpm. Since that time, the well has been used to provide water to Lot 10 for domestic use and lawn and garden irrigation. Additionally, during the last diligence period, lots 1, 2, 3, 4, and 9 were purchased. Construction is nearly complete on Lot 1. Lot 3 is being developed and has submitted architectural plans to the Association for review; If claim to make absolute in whole or in part: Applicant requests that the conditional water right in HRR Well No. 10 be made absolute for all decreed uses. That well has been permitted, constructed, and placed to beneficial use. On April 17, 2020, the HRR Well No. 10 was pumped at a rate of 15 gpm. Since that time the well has been used to provide water to Lot 10 for domestic use and lawn and garden irrigation; Date water applied to beneficial use: April 17, 2020; Amount: 15 gpm in each of the wells, or 255 gpm in the aggregate when used in conjunction with the other Hidden River Ranch Wells decreed in Case No. 95CW147. WHEREFORE, Applicant requests the Court enter a decree granting the following: The conditional water right in HRR Well No. 10 is made absolute for 15 gpm for all decreed uses; A finding of reasonable diligence is granted for the conditional water rights for HRR Well Nos. 1, 2, 3, 5, 7, 9, 12, 14, and 16. The HRR Wells are part of an integrated system comprised of several features. Applicant requests a finding that work on one feature of the project or system shall be considered in finding that reasonable diligence has been shown in development of water rights for the entire project pursuant to C.R.S. §37-92-301(4)(b). In the event that the conditional water right above is not made absolute in this case, Applicant requests a finding of diligence with regard to any portion of such water right that remains conditional. (5 pages).
GUNNISON COUNTY.
YOU ARE FURTHER NOTIFIED THAT you have until the last day of August 2023 to file with the Water Clerk a Verified Statement of Opposition setting forth facts as to why a certain application should not be granted or why it should be granted only in part or on certain conditions. A copy of such a Statement of Opposition must also be served upon the applicant or the applicant's attorney and an affidavit of certificate of such service shall be filed with the Water Clerk, as prescribed by C.R.C.P. Rule 5. (Filing fee: $192.00; Forms may be obtained from the Water Clerk's Office or on our website at www.courts.state.co.us). (This publication can be viewed in its entirety on the state court website at: www.courts.state.co.us). FRED CASTLE, Water Clerk, Water Division 4, 1200 N. Grand Ave., Bin A, Montrose, CO 81401

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COLORADO COUNTIES, INC.
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2021 County Redistricting Requirement

By law, all counties must review their commissioner district boundaries after each federal census to ensure the districts are as equal in population as possible. Commissioners must then adopt the district boundaries by resolution no later than **September 30**.

Statutory Requirements

CRS 30-10-306(4): "…after each federal census of the United States, each district shall be established, revised, or altered to assure that such districts shall be as nearly equal in population as possible based on such census minus the number of persons serving a sentence of detention or confinement in any correctional facility in the county as indicated in the statistical report of the department of corrections for the most recent fiscal year. The establishment, revision, or alteration of districts required by this subsection (4) shall be completed by September 30 of the odd-numbered year following such census."

CRS 30-10-306(5): "No less than thirty days before adopting any resolution to change the boundaries of commissioner districts or create new commissioner districts, the board of county commissioners shall hold a public hearing on the proposed district boundaries."

Who should be involved in redistricting?

Timely and equitable redistricting requires a wide array of skill sets and institutional knowledge. While approaches to redistricting will vary from county to county, it is advisable to at least consider including the following individuals on your redistricting team/project:

- County Commissioners
- County Manager/Administrator
- County Clerk & Recorder/Election Officials
- County GIS/Land Use Staff
- County Attorney

Resources:

Population Numbers

The Demography Office in the Colorado Department of Local Affairs will post the shape files and data on its website as soon as it is available. The information will be organized by county. Look for a link on its main page (demography.dola.colorado.gov) sometime in **July of 2021**. Below are the variables being released.

Census 2020 Redistricting Data Tables

2020 Census P.L. 94-171 Redistricting Data Tabulations
Table P1 – Race
Table P2 – Race for the Population 18 Years and Over
Table P3 – Hispanic or Latino, and not Hispanic or Latino by Race
Table P4 – Hispanic or Latino, and not Hispanic or Latino by Race for the Population 18 and Over
Table H1 – Occupancy Status (Housing)
New Table
Table P5 – Group Quarters Population by Group Quarters Type

Incarcerated Population Numbers

Pursuant to CRS 30-10-306(4), a county must subtract from its census population "the number of persons serving a sentence of detention or confinement in **any** correctional facility as indicated in the statistical report of the department of corrections for the most recent fiscal year." Historically, this meant that counties had to refer to annual statistical reports from the Colorado Department of Corrections. However, for 2021 the Census Bureau will be releasing prison population by census block (in Table P5) so it may not be necessary to access prison population data from the state.

New geographic products are now available on the Census Bureau website as shown in the table below.

2020 Census P.L. 94-171 Redistricting Data Geographic Products	
Product Type	Census Web Address
Shapefiles	https://www.census.gov/geographies/mapping-files/time-series/geo/tiger-line-file.html
Maps	https://www.census.gov/geographies/reference-maps.html
Block Assignment Files	https://www.census.gov/geographies/reference-files.html
Block to Block Relationship Files	https://www.census.gov/geographies/reference-files/time-series/geo/relationship-files.html

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; A Resolution of the Board of County Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Sheriff's Office and BoCC

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

Summary:

Annual resolution transferring the enacting and rescinding fire restrictions from the BoCC to the Sheriff

Fiscal Impact: 0

Submitted by: Scott Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 7.13.23

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 7/13/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/14/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/18/2023

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 23-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO PERTAINING TO OPEN FIRE BANS AND THE IMPOSITION OF FIRE RESTRICTION STAGES AND EXEMPTIONS

WHEREAS**,** the Board of County Commissioners of Gunnison County ("Board"), pursuant to C.R.S. §§ 30-11-101(2) and 30-15-401, *et seq.* has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health and welfare of the residents and visitors of Gunnison County ("County"); and

WHEREAS**,** the Board may adopt ordinances to ban open fires and impose fire restriction stages within those portions of the unincorporated areas of the County where the danger of forest or grass fires is found to be high, pursuant to C.R.S. § 30-15-401(1)(n.5); and

WHEREAS, the Board is authorized to prohibit the sale, use, and possession of fireworks, including permissible fireworks, within those portions of the unincorporated areas of the County, pursuant to C.R.S. § 30-15-401(1)(n.7); and

WHEREAS, the Board passed Ordinance Nos. 8a, 14, 16, and 20 relating to fire bans and fire restrictions, including penalties for the violation of those Ordinances; and

WHEREAS**,** the Board acknowledges that from time-to-time fire conditions resulting from extended hot, dry and windy weather in the area make it prudent to impose restrictions on open fires, open burning and sale, use and possession of fireworks in order to reduce the danger of wildfire in the unincorporated areas of the County; and

WHEREAS**,** the Board specifically finds that in certain high fire-danger conditions such restrictions are in the best interests of the residents and visitors of the County in order to preserve the health, safety and welfare of the residents and visitors; and

WHEREAS**,** the Gunnison County Sheriff ("Sheriff") is authorized pursuant to C.R.S. §§ 30-10-512 and 30-10-513 to act as fire warden of the County and is responsible for coordination of fire suppression efforts in case of prairie, forest or wildland fires or wildfires occurring in unincorporated areas of the County outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control; and

WHEREAS*,* the Board believes that the Sheriff, as fire warden, is the appropriate person, using their expertise and discretion along with established fire restriction evaluation guidelines, and in consultation with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities, to determine whether a restriction of open fires, open burning and use of fireworks should be implemented or elevated in times of extreme fire danger or suspended during times of decreased fire danger;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison Colorado, that:

1. The Sheriff or their designee shall have the authority, in collaboration with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities to declare Stage I or Stage II Restrictions regarding open fire, open burning or the sale, use or possession of fireworks, whenever the danger of forest or grass fires is found to be high and without the need for further proceedings or resolution ("Restrictions"). The Sheriff or their designee shall also have the authority to rescind those Restrictions when he or she determines it is appropriate considering the current fire danger.

    a. Stage I Restrictions shall allow the Sheriff to impose the following prohibitions:

        i. Building, maintaining, attending or using a fire, campfire or stove fire, including but not limited to agricultural and the burning of trash or debris, except:
            1) Building, maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
            2) Fires fueled by gas, jellied petroleum, or pressurized liquid fuel; or
            3) Fires burned in portable chimineas, fire pits and tiki torches wholly on or within private property.
        ii. Smoking, except:
            1) within an enclosed vehicle or building; or
            2) in a developed recreation site or while stopped in an area at least three feet (3') in diameter that is barren or clear of all flammable materials.
        iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).
        iv. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.

v. Welding or operating acetylene or other torch with open flame except in cleared areas of at least 10 feet (10') in diameter and in possession of a chemical pressurized fire extinguisher with a minimum rating of 2A.
vi. Operating or using internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.

b. Stage II Restrictions shall allow the Sheriff to impose the following prohibitions:

i. Building, maintaining, attending or using a fire, campfire or stove fire including but not limited to:
    1) Agricultural burning and the burning of trash or debris;
    2) Maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
    3) Fires fueled by gas, jellied petroleum, or pressurized liquid fuel, except that devices using pressurized liquid fuel or gas (e.g., stoves, grills or lanterns and shut-off valves are allowed when used at least three (3') or more from flammable material such as grasses or pine needles; and
    4) Fires burned in portable chimineas, fire pits and tiki torches.
ii. Smoking, except within an enclosed vehicle or building.
iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).
iv. Operating a chainsaw or other equipment powered by an internal combustion engine without a USDA or SAE approved spark arrester properly installed and in effective working order, a chemical pressurized fire extinguisher with a minimum rating of 2A kept with the operator, and round point shovel with an overall length of at least 35 inches (35") readily available for use.
v. Welding, operating a torch with open flame, or any activities which generate flame or flammable material.
vi. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.
vii. Operating or using internal or external combustion

engine without a spark arresting device properly installed, maintained and in effective working order.

viii. Possessing or using a motor vehicle off established roads, motorized trails or established paring areas, except when parking in an area devoid of vegetation within ten feet (10') of the vehicle.

c. Stage III Restrictions may only be imposed by the Board by duly adopted Resolution or Ordinance.

2. Any declaration by the Sheriff or their designee of Restrictions shall specify the Stage level, parameters, and the duration of the Restrictions as deemed necessary and appropriate. The Sheriff or their designee shall promptly coordinate notification to the public through press release(s) to local radio and print media, as well as posting on the County Internet Website and County Sheriff's Office Facebook page. Likewise, when conditions indicate a reduction or the suspension of Restrictions, the same notification to the public shall occur.

3. No less than three (3) business days after imposing or suspending any Restriction pursuant to this Resolution, the Sheriff shall present, for ratification by the Board, a written summary of the competent evidence and recommendations that are or were the basis of the decision to impose or suspend the Restriction. Notwithstanding the above, the Sheriff will engage in all reasonable efforts to immediately notify the members of the Board, the County Manager and the County Attorney regarding the imposition, modification or lifting of any Restrictions.

4. Nothing in this Resolution shall be construed to allow the burning or combustion of any material or any burning or fire activity otherwise prohibited by law.

5. The Sheriff or their designee shall consult with various state and federal land management agencies and obtain their recommendation prior to the Sheriff imposing or suspending any Restrictions. Recommendations shall be made pursuant to Fire Restriction Evaluation Guidelines as currently used by such agencies to evaluate the indicators that predict fire danger. Upon any implementation or suspension of Restrictions, the Sheriff or their designee shall coordinate and cooperate with these agencies to enforce the Restrictions.

6. This Resolution shall be enforced by the Sheriff or their designee, through his Deputies, the Fire Chief or their designee of any fire protection district or administering agencies of the state and federal

lands located therein, and they shall have authority to order any person to immediately cease any violation of this Resolution. This shall include the right to issue a penalty assessment notice and the right to take such person or persons violating this Resolution into temporary custody.

7. Pursuant to Ordinance No. 20, any person who violates this Resolution commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate offense. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, may be followed by any arresting law enforcement officer for any such violation. That penalty assessment procedure shall provide for a fine of five hundred dollars ($500.00) for each separate offense and a fine of one thousand dollars ($1,000.00) for any repeat offense by the same individual. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Resolution are subject to a surcharge of ten dollars ($10.00) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or as otherwise provided by law.

8. If any section, subsection, clause or sentence of this Resolution is judged by a court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate any other provisions of this Resolution which can be given effect without the invalid provision.

9. The Board hereby finds, determines and declares that this Resolution is necessary for the immediate preservation and protection of the health, safety and welfare of the citizens of Gunnison County, Colorado because of the high danger of forest or wildland fires occurring in all unincorporated areas of the County. This Resolution shall take effect immediately upon adoption and remain in full force and effect until midnight Mountain Time, December 31, 2023 at which point this Resolution shall expire and no longer remain in effect, or until rescinded by subsequent Resolution or Ordinance adopted by the Board, whichever first occurs.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of ___ 2023.

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for amendments to Gunnison-Crested Butte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County/Gunnison Crested Butte Regional Airport

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

Summary:

Revised rules and regulations for the Gunnison Crested Butte Regional Airport

Fiscal Impact:

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 6/30/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/30/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/18/2023

Revised April 2015

Rules and Regulations

Gunnison-Crested Butte Regional Airport

REVISED : JULY 18, 2023

Board of County Commissioners
Gunnison, Colorado

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1. COMMON DEFINITIONS.

The following definitions are applicable to these Rules and Regulations, the Minimum Standards and policies adopted for or by the Gunnison/Crested Butte Regional Airport. These definitions shall apply to these terms whenever used in these documents, unless expressly defined differently therein, whether or not the terms are capitalized.

1.1 Aeronautical Activity. Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on or need to be conducted on airports, are considered "Commercial Aeronautical Activities" within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft maintenance, Aircraft testing, sale of Aircraft parts, and any other activities which, in the sole judgment of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

1.2 Aircraft. Means any airplane, helicopter, flying machine, balloon, parachute, glider or any contrivance now known or hereafter invented, used or designed for air navigation or flight.

1.3 Air Operations Area (AOA). A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

1.4 Airport Operations. Those County employees who are designated by the Airport Manager to oversee activities on the Airport.

1.5 Aircraft Maintenance. Means the repair, adjustment, or inspection of Aircraft. "Major Repairs" means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. "Minor Repairs" means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of Aircraft and their accessories.

1.6 Airframe and Powerplant Mechanic (A&P Mechanic). A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

1.7 Airport. The property and facilities known as the "Gunnison-Crested Butte Regional Airport," including any property which may be acquired or leased by the County to serve as part thereof, including the passenger terminal facility.

1.8 Airport Director/Manager. Means the person responsible for administration and operation of the Airport, and that person's designees.

1.9 Airport Layout Plan (ALP). The current FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, navaids, apron, airport operations areas, etc.

1.10 ATC. Air traffic control.

1.11 Apron. Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of Aircraft.

1.12 Based Aircraft. Any Aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) with an assigned tie down or hangar space on the Airport and whose owners own real property within Gunnison County.

1.13 Building. The main portion if each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

1.14 County. The County of Gunnison, Colorado.

1.15 CFR. Code of Federal Regulations.

1.16 Commercial. That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished. Commercial activities include the sale, offering for sale, rental or furnishing of any commodity, article, facility or space, or the provision of any service for compensation of any type, whether the same occurs in whole or part on the Airport.

1.17 Courtesy Vehicle. Any vehicle used in commercial activity, other than a taxicab, to transport persons, baggage, goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

1.18 DHS. Department of Homeland Security of the United States government.

1.19 Equipment. All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

1.20 Environmental Laws. Any and all laws, rules, regulations, regulatory agency guidance's and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by the Airport) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water and land, including subsurface land and soil), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment.

1.21 Extremely Hazardous Substances. Any substance or material designated by the United States Environmental Protection Agency as an "extremely hazardous substance" under either Section 302 (a)(2) of the Emergency Planning and Community Right-to-Know Act ("EPCRTKA") (42 U.S.C. § 11002(a)(2)) or any other Environmental Law.

1.22 FAA. Federal Aviation Administration of the United States government.

1.23 FAR Part 135 Aircraft Charter. An Operator who undertakes directly by lease, or other arrangement, to engage in on-demand air transportation for hire or compensation on an unscheduled basis operation in accordance with or exceeding the requirements of FAR Part 135.

1.24 Fixed Base Operator (FBO). Means an Operator that maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels (AVGAS and Jet Fuel), Aircraft airframe and engine repair, and such other services as are required by the Airport's Minimum Standards, or may be authorized under a Lease or License.

1.25 Flying Club. A non-profit Operator organized for the primary purpose of providing its members with one or more Aircraft for the members' personal use and enjoyment only.

1.26 Fuel Handling. The transporting, delivering, fueling, or draining of fuel or fuel waste products.

1.27 Hazardous Materials. Means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos' (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

1.28 Improvements. All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the County for conformity with its building and construction standards.

1.29 Landing. All flights landed at the Airport for revenue and non-revenue purposes, including, but not limited to, commercial, training, private, ferry and charter flights, except that there shall be excluded flights which return to the Airport after take-off due to an emergency.

1.30 Large Aircraft. An Aircraft in excess of 12,500 pounds maximum certificated takeoff weight (MTOW).

1.31 Lease. A contractual agreement between the County and a Person, granting the use of a defined ground or building area on the Airport for a term of years, and establishing conditions for its use.

1.32 License. A contractual agreement between the County and a Person, granting a concession or otherwise authorizing the conduct of a Commercial activity on the Airport, which is in writing and enforceable by law. A License may be a stand-alone documents or may be combined with a Lease into one document.

1.33 Master Plan. An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the County, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.

1.34 Model Aircraft. Model rockets, free-flying model airplanes, model helicopters, model dirigibles or any similar model devices, whether or not radio controlled. Model Aircraft does not include model aircraft which are attached to the operator by rope, wire or other physical wire-type attachment used to guide the model in a circular flight pattern.

1.35 Movement Area. Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that Aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.

1.36 National Fire Protection Association (NFPA). All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

1.37 Non-Commercial. Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

1.38 Non-Movement Area. Taxilanes, aprons and other areas not defined as Movement Areas as shown on the ALP.

1.39 Operator. Means any Person based on or conducting business at the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as Operators, per se.

1.40 Person. Any individual, sole proprietorship, corporation, limited liability entity, partnership, trust, estate or other form of entity.

1.41 Principals. For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

1.42 Ramp. A paved area suitable for Aircraft parking.

1.43 Repair Facility. A facility utilized for the repair of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

1.44 Refueling Vehicle. Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.

1.45 Regulatory Measures. Federal, state, county, local, Airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.

1.46 Release. Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

1.47 Restricted Area. Areas of the Airport posted to prohibit or limit entry or access by the general public. All areas other than public areas.

1.48 Scheduled Air Carrier. Any Operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall also be governed by the terms of an Airport Use Agreement, and are subject to the requirements of the Minimum Standards.

1.49 Run-up. Aircraft engine operation above normal idle speed, the purpose of which is engine maintenance or testing, but excluding engines operating for purposes of preparing for and taking off.

1.50 Security Identification Display Area (SIDA). An area of the Airport identified in the Airport Security Plan as requiring each person to continuously display on their outermost garment an airport-approved identification badge, unless under airport-approved escort.

1.51 Specialized Aviation Service Operator (SASO). Means an Operator that provides any one of the services listed in Article Four of the Minimum Standards. The following are not included within this definition.

1.51.1 Employees of Aircraft Owners. The general criteria for employee status will be that the employer withholds income taxes, withholds and pays social security taxes and pays unemployment taxes on wages paid to the employee. Where this criterion is questioned, a Form SS-8 determination will be requested from the Internal Revenue Service.

1.51.2 Services authorized by a Commercial Aeronautical Activity within its hangar facilities for Aircraft owned or leased by its subleases. Such authorization will be provided in writing on a form provided by the County.

1.52 Sterile Area. That portion of the Airport that provides passengers access to boarding Aircraft and to which access is controlled through the screening of persons and property in accordance with federally required and approved security procedures and programs.

1.53 Sublease. A lease granted by an Airport lessee to another entity of all or part of the property or space leased from the County, where on a sole or joint lease basis.

1.54 Taxilane. The portion of the Airport used for Aircraft access between taxiways, hangars, and aprons as shown on the ALP.

1.55 Taxiway. A defined path, usually paved, over which Aircraft can taxi from one part of the Airport to another (excluding the runway) as shown on the ALP.

1.56 Terminal Area. The passenger terminal proper, Aircraft ramps, baggage-handling facilities, vehicular parking spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas and facilities the primary function of which is to serve the terminal and the operations of scheduled Air Carriers.

1.57 Tie-Down. The area, paved or unpaved, suitable for parking and mooring of Aircraft wherein suitable tie-down points have been located.

1.58 Through the Fence or Off-Airport Access. Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the County.

1.59 Toxic Chemicals. Any substance or material subject to Section 313 of EPCRTKA (42 U.S.C. §11002(a)(2)) or the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., or any comparable Environmental Law.

1.60 Transient Aircraft. Any Aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

1.61 TSA. United States Transportation Security Administration.

1.62 Vehicle Service Road or Perimeter Roadway. A designated roadway for vehicles in a non-movement area as shown on the ALP.

2. INTRODUCTION.

2.1 Purpose. These Rules and Regulations, and any amendments thereto (the "Rules"), are adopted under authority of C.R.S. §41-4-106 and §18-9-117(1). They are designed to protect the public health, safety, interest, and general welfare at the

Airport and to restrict or prevent any activity which would interfere with the safe, orderly and efficient use of the Airport by passengers, operators, tenants, and other users.

These Rules shall not excuse any entity from performing any obligation it may have under any Lease, License or Permit with the County or the Airport, whether in existence on the date of the adoption of these Rules or entered into at any time thereafter.

2.2 Applicability, Compliance and Conditional Use of the Airport. Any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including Aircraft operators; vehicle operators; Aircraft crewmembers and passengers; the general public; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; entities doing business with the Airport, their contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules, as well as applicable provisions of the Airport Minimum Standards, Airport Certification Manual (ACM), Airport Security Plan (ASP), Airport Emergency Plan (AEP), and all applicable regulatory measures that may be promulgated by any governing body or agency having jurisdiction at the Airport.

2.3 Enforcement.

2.3.1 The Airport Manager may remove or evict from the Airport any person who violates any Rule prescribed herein, or any applicable statute, rule or regulation of the federal government or the State of Colorado, and may deny use of the Airport and its facilities to any such person if it is determined by the Airport Manager that such denial is in the public interest.

2.3.2 Section 18-9-117 of the Colorado Revised Statutes makes it unlawful for any person to violate certain of these Rules and provides penalties for violation of such rules.

2.4 Variance or Waiver. Upon written request, the Airport Manager may vary from the provisions of these Rules at any time when circumstances demonstrate that it is in the interests of public safety. Any variance shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular operator/user and the particular provision which is the subject of the variance and only for so long as the circumstances warranting the variance exist. Variances are only in effect when reduced to writing.

2.5 Administrative Review and Court Proceedings.

2.5.1 Any applicant for or holder of a Permit or License who is adversely affected by any determination made by the County, or on behalf of the County by the Airport Manager, to deny, suspend, terminate or revoke its License or Permit to operate or conduct any Commercial activity on the Airport, may petition the County Manager for a hearing concerning such determination no later than thirty (30) days after having been notified of the determination. Compliance with the provisions of this section shall be a jurisdictional prerequisite to any civil action brought by such person under the provisions of this section, and failure of compliance shall forever bar any such action.

2.5.2 The County Manager may hold a hearing on the petition, in his sole discretion, may designate an officer or employee of the County as a hearing officer with authority to hold such hearing or hearings.

2.5.3 Any such petition shall be in writing, filed with the County Manager, and the facts alleged shall be submitted under oath or affirmation. Unless the determination was made on the basis of public safety, the effectiveness of the determination shall be stayed pending a final determination under paragraph 2.5.5 below.

2.5.4 Additional facts may be submitted under oath or affirmation at a hearing scheduled by the County Manager or the designated hearing officer. Notice of the proceedings shall be in accordance with rules and regulations issued by the County Manager. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, non-jury cases in state district court. Hearings shall be conducted pursuant to procedures adopted by the County Manager.

2.5.5 After hearing, or consideration of such additional submittals as they may permit or require, the County Manager or the hearing officer shall make a final determination. Such final determination shall be considered a final order of the County and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure by appeal of the petitioner or the County. A request for reconsideration of the determination may be made, by the petitioner or the Airport Manager, if filed with the County Manager within fifteen (15) days of the date of determination, in which case the County Manager shall review the record if the proceedings were conducted by a designated hearing officer, and the determination shall be considered a final order of the County upon the date the County Manager rules on the request for reconsideration.

2.5.6 The District Court of the Seventh Judicial District of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the County Manager or the designated hearing officer, under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

3. GENERAL RULES AND REGULATIONS.

3.1 Abandoned, Derelict or Lost Property. Property including, without limitation, Aircraft, vehicles, equipment, machinery, baggage, or personal equipment/property shall not be abandoned on the Airport. Abandoned, derelict, or lost property found in public areas at the Airport shall be reported to Airport Operations. Property unclaimed by its proper owner or items for which ownership cannot be established will be handled in accordance with applicable law. Nothing in this section shall be construed to deny the right of Operators and other lessees to maintain "lost and found" service for property of their customers and/or employees.

3.2 Accidents or Incidents. In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be reported to the Airport Manager, in addition to other appropriate notifications.

3.3 Animals. Domestic pets and animals, except animals required for assistance or law enforcement dogs, are not permitted on the AOA of the Airport or in the Airport passenger terminal building, unless being transferred or shipped, and then only if controlled and restrained by a leash, harness, restraining strap, portable kennel, or other appropriate shipping container. Leashes, harnesses and straps shall not exceed six (6) feet. It shall be the responsibility of the owner or handler to exercise control over the animal at all times. Owners or handlers are responsible for the immediate removal and disposal of animal waste. No Person, except those authorized by the Airport Operations, shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on Airport property. Feeding or otherwise encouraging the congregation of birds or animals on Airport property is prohibited.

3.4 Commercial Activities. Commercial activity of any kind on the Airport requires the express written permission of the County through a specifically authorized Lease, sublease, License, permit or written temporary permission, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity.

3.5 Compliance with Regulatory Measures. All Persons occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the person's or entity's sole expense, with all applicable Regulatory Measures including, without limitation, these Rules, and those of the federal, state, and local government and any other agency having jurisdiction over the Airport.

3.6 Fire/Open Flames. Open flames of any kind are prohibited except (a) as provided in a burn permit; or (b) for open flames utilized by operators/lessees in the performance of approved Aircraft Maintenance. Burn permits may be issued in the discretion of the Fire Department and only in compliance with applicable building and/or fire codes. The use of open flame space heaters that utilize kerosene or gas is prohibited on Airport property. Smoking and the use of any open-flame device is prohibited on Airport property including any apron, or within fifty (50) feet of any Aircraft, fuel truck, fueling facility, or other flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on the Airport without an approved fire extinguisher and a person trained in its proper usage present for the duration of any welding/cutting activities.

3.7 General Conduct. No Person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area. Overnight camping or lodging on the Airport is prohibited. Except for the Airport ARFF building, if any, use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence or other public accommodation is prohibited, except with approval of the Airport Manager. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner offensive or objectionable to other users for any reason. Spitting on, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.

3.8 Hazardous Materials. No person shall cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or

Released, on, under or about any premises, or transported to and from the Airport, by itself, its agents, employees, contractors, invitees, sublessees or any third party in violation of any Environmental Law, provided that, in no circumstances shall any person or entity cause or permit any Extremely Hazardous Substance or toxic chemical to be used, generated, manufactured, produced, stored, brought upon, or Released, on, under or about the Airport, or transported to and from any premises. All persons or entities shall promptly notify the Airport of any action or condition that is contrary to any prohibition in the previous sentence. Approved Hazardous Material must be stored in suitable containers that are properly secured. Material Safety Data Sheets for all hazardous materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Fire Department. No fuels, oils, dopes, paints, solvents, acids, or any other Hazardous Material shall be released in storm water conveyances, drains, catch basins, ditches, the Air Operations Area or elsewhere on the Airport. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Special Waste includes widely generated wastes such as batteries, agricultural pesticides, mercury containing devices, hazardous mercury-containing lamps, and used oil. Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the storage of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons shall not be stored at the Airport without the prior written permission of the Airport Manager. Any fuels must be stored in accordance with any applicable codes, regulations, and requirements for the storage of volatile fuels. No hazardous substance or pollutant shall be disposed of on the Airport or into the air at the Airport during Aircraft preflight inspection.

3.9 Hazardous Material Spills. Any person who experiences overflowing or spilling of oil, grease, fuel, alcohol, glycol or any other Hazardous Material anywhere on the Airport shall immediately call 911. Persons involved in Hazardous Material incidents shall take action to prevent/minimize danger to personnel, property and the environment while awaiting arrival of the Fire Department personnel. At the discretion of the Hazardous Materials Team, the entity responsible for the spill may be required to clean and properly dispose of the material/substance which shall be performed in compliance with all applicable federal, state, and local regulations and guidelines. In addition, the entity may be required to provide the Hazardous Materials Team with required documentation of proper disposal. Any costs incurred by the Airport in such instances shall be reimbursable to the County by the Person responsible for the spill.

3.10 Licenses, Permits, Certifications and Ratings. Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the Airport Manager or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

3.11 Painting. Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities by the Airport Manager and in compliance with air quality regulations, the Fire Code, and the Airport's Storm Water Management Plan (SWMP).

3.12 Preservation of Property. No Person shall destroy or cause to be destroyed, injure damage, deface, or disturb, in any way, property of any nature located on the Airport, except with the consent of the owner or operator thereof. Any Person causing or responsible for such injury, destruction, damage or disturbance to Airport-owned property shall report such damage to Airport Operations and shall reimburse the Airport the full amount of repair and replacement of property. No Person shall take or use any Aircraft, Aircraft parts, instruments, tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the consent of the owner or operator thereof. No person shall prevent the lawful use and enjoyment of the Airport by others. Any activity which results in littering, un-authorized storage of personal euipment, environmental pollution or vandalism on the Airport is not permitted and violators are subject to arrest.

3.13 Signage/Advertisements. Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the Airport Manager. The Airport has the right to remove any such sign, placard, picture, advertisement, name or notice in any such manner as the Airport Manager may designate. No signage may be installed on the Airport without the prior written approval of the Airport Manager.

3.14 Solicitation, Picketing, and/or Demonstrations. The Airport Manager is authorized, upon the basis of passenger flow or where necessitated by the peculiar character of the Airport, to adopt policies pertaining to the exercise of First Amendment rights on the Airport, including by way of example but not limitation, solicitation of contributions for charitable or religious purposes, dissemination of printed material, or demonstrations. Such policies shall establish reasonable time, place and manner guidelines for the exercise of such First Amendment rights. It shall be unlawful for any person to engage in such activities on the Airport except in accordance with such policies as may be adopted by the Airport Manager.

3.15 Sound Amplifying Devices. Sound amplifying devices such as megaphones, public address systems, or any other device designed to amplify and broadcast the human voice over a distance, are prohibited on the Airport unless written approval from the Airport Manager is given prior to their installation and use.

3.16 Special Events. Special events on the Airport require written coordination, regulation and authorization of the Airport Manager prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, license, operating agreement or permit with the County.

3.17 Through-the-Fence Activities. Through-the-Fence" activities are not permitted at the Airport.

3.18 Trash and Other Waste Containers. The Airport Manager shall designate areas to be used for garbage receptacles and no other areas shall be utilized. Tenants, Operators and other users of the Airport shall not move or otherwise re-locate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind on the Airport is prohibited. Trash and other waste containers at the Airport shall

only be used for trash generated on Airport property. Trash and other waste container areas shall be kept clean and sanitary at all times. Tenants and Operators shall ensure that their trash and waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded.

3.19 Use of Roadways and Walkways. No Person shall enter, egress from the Airport or travel on the Airport other than by/on designated access or egress points and roadways, walkways, or other areas provided for the particular class of traffic, or occupy roadways or walkways in such a manner as to hinder or obstruct their proper use.

3.20 Buildings and Remodeling. It shall be unlawful for any person, other than the County, to construct, reconstruct or remodel any Building or other Improvement on the Airport without first obtaining a permit from the County, pursuant to the Airport's Development Standards and applicable building and other codes when applicable.

3.21 Notification by Airlines. Airline shall promptly notify Airport Operations of any anticipated delays on arrivals or departures greater than one-half hour. Failure to so notify Airport Operations of any delays shall result in additional rent payable by Airline in the amount of $250 per hour, pro-rated on 15-minutes intervals. Such additional rent is not a penalty, but is the agreed estimated value of additional County Airport employee services provided with respect to scheduled arrivals and/or departures should Airport Operations not be informed of the delay.

4. SECURITY AND SAFETY.

All persons using the Airport are subject to the Airport Security Plan, as may be amended from time to time. Persons in violation of TSA, FAA and/or Airport Security Rules, including those set forth herein and elsewhere, may be denied access to the Airport, may have access or driving privileges and/or Airport identification badge revoked, and/or may be fined or otherwise penalized in accordance with applicable Regulatory Measures. Operators who are required to provide controlled access to their facilities for security reasons are responsible for ensuring that all personnel are trained on the appropriate procedures for authorizing non-employees onto their respective facilities.

4.1 Restricted or Secure Areas. Restricted or Secure areas on the Airport are those areas that are identified in the Airport Security Plan as areas (Secure, Sterile, and SIDA) where no person is allowed access unless issued an Airport badge or a badge that is recognized in the Airport Security Plan, such as law enforcement, FAA, or TSA badges.

4.1.1 No person shall enter any Restricted or Secure area except those persons directly engaging in work or an aviation activity that must be accomplished therein; and

4.1.1.1 Having prior authorization of the Airport Manager or under appropriate supervision or escort; or

4.1.1.2 Employed by or representing the FAA, TSA, DHS, or recognized in the Airport Security Plan as being authorized to access to certain secured areas of the Airport.

4.1.2 No person shall cause any object to be located within eight (8) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing a Secure area.

4.1.3 Any gate or fence condition that would allow unauthorized access to restricted or secure areas of the Airport must be reported immediately to Airport Operations. Any attempts by any persons to gain unauthorized access to any such area, and any conditions that would adversely affect the safety or security of Aircraft operations shall be reported immediately to the Gunnison Dispatch and Airport Operations.

4.1.4 Any person who violates security related regulatory measures may be denied future entry into a restricted or secure area.

4.1.5 All persons shall wear and visibly display their approved Airport identification badge or approved identification recognized in the Airport Security Plan on their outermost garment, waist or higher, while inside a secure area.

4.1.6 Airport identification badge holders must notify the Airport Manager of any entry or attempted entry to a secure area by any unauthorized or unbadged person, or by any unauthorized means.

4.1.7 Any person with a proper Airport identification badge may bring an unbadged person into a secure area if the unbadged person has a valid reason for being inside the secure area and if the unbadged person is provided continuous escort by a person with a proper Airport identification badge. A continuous escort requires that the escorted person remains in close proximity to the Airport identification badge holder at all times while inside the secure area. The Airport identification badge holder shall bear full responsibility for the actions of the person being escorted.

4.2 Airport Identification Badges.

4.2.1 Airport identification badges shall not be issued to any person until a need for unescorted access inside the secure or sterile area and/or the SIDA has been determined by the Airport Manager and all requirements have been met.

4.2.2 All persons requiring access to the restricted areas of the Airport shall pay appropriate fees; provide Airport Operations the proper identification; complete all required forms; undergo a background check and/or fingerprint procedure consistent with 49 CFR Part 1542, as amended; and successfully complete SIDA and Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

4.2.3 No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, badge, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.

4.2.4 Sterile Area. Any persons desiring to enter a sterile area are subject to security screening.

4.3 Security Access. All persons desiring vehicular access to the Airport Operations Area (AOA) through any security gate on the Airport must first obtain an Airport Vehicle Permit from Airport Operations. The permit must be placed in the proper location on the vehicle and clearly visible at all times.

4.3.1 Security gates (pedestrian or vehicular) that provide access to the AOA shall be kept closed and locked at all times, except when actually in use. All access gates to the AOA through a tenant's leased premises are Operator's/lessee's responsibility and shall be monitored and secured in a manner that will prevent unauthorized access.

4.3.2 Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding, and shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the Airport Operations and the Gunnison Dispatch.

4.3.3 Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.

4.3.4 Persons who have been provided either a code or a device for the purpose of obtaining access to the AOA shall not divulge, duplicate, or otherwise distribute the same to any other person.

5. AIRCRAFT RULES AND REGULATIONS.

5.1 Accidents or Incidents.

5.1.1 Aircraft operators involved in an incident or accident on the Airport resulting in injury or death to person or damage to property shall complete any necessary reports and forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. The Aircraft operator is responsible for all damages to property, including damage to a runway, taxiway, taxilane, apron, signage, navigational aid, light or fixture.

5.1.2 An Aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the Airport Manager. Once authorization to remove the Aircraft has been issued, the Aircraft operator shall be responsible for the safe and prompt removal of disabled Aircraft and parts within a movement area to a non-movement area.

5.1.3 Subject to the requirements of 5.1.2 above, disabled Aircraft shall be removed within 30 minutes from any runway or taxiway.

5.1.4 If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Airport may have any disabled Aircraft removed, at the Aircraft operator's sole risk and expense, without liability for damage arising from or out of such removal.

5.2 Aircraft Assembly. Aircraft assembly constitutes maintenance and is permitted only in areas designated for that use, or in hangars approved for that activity by the Airport Manager.

5.3 Aircraft Cleaning. Aircraft cleaning shall be performed only in areas designated for such use and in compliance with the Airport's Storm Water Management Plan, a copy of which is on file with the Airport Manager and is available for inspection upon request. All drainage must flow to an oil/water separator, or a collection system approved pursuant to the Airport's SWMP.

5.3.1 All Aircraft cleaning shall be done with biodegradable soap, and without the use of solvents or degreasers.

5.3.2 Cleaning practices using flammable or combustible materials are prohibited within any building or within fifty (50) feet of any building, Aircraft, vehicle, fuel storage facility or fueling operation.

5.4 Aircraft Maintenance and Repair. Aircraft maintenance and repair is permitted only in areas designated by the Airport Manager.

5.4.1 With exception of preventative maintenance (as defined in 14 CFR Part 43), maintenance and repair of general aviation Aircraft shall be confined to designated areas within an FBO's or SASOs' leased premises.

5.4.2 Preventive maintenance may be performed on Aircraft located on tie downs and in individual hangars, only by the owners of such Aircraft.

5.4.3 Minor maintenance of air carrier Aircraft (as defined by 14 CFR Part 43) may be performed at the gate positions in the passenger terminal area. For all other work, the Aircraft must be moved to an area designated by the Airport Manager.

5.4.4 Aircraft painting shall be performed only in hangars approved for that activity by the Airport Manager.

5.5 Aircraft Operations.

5.5.1 When required by the FAA for the type of Aircraft operated, the operator of any Aircraft shall hold a currently valid airman certificate with appropriate airman rating record issued by the FAA. Aircraft shall carry FAA issued and currently effective aircraft registration certificate, aircraft worthiness certificate, and aircraft operation record, when required by FAA for the type of Aircraft involved.

5.5.2 Operating an Aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others, including ground operators; without due caution and care; or at a speed or in a manner which endangers, or is likely to endanger persons or property of any entity, is prohibited.

5.5.3 Aircraft operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by the Airport Manager.

5.5.4 Operating an Aircraft constructed, modified, equipped, or loaded as to endanger, or be likely to endanger persons or the property of any person, is prohibited.

5.5.5 Experimental flights or ground demonstrations shall not be conducted on the Airport without the prior written permission of the Airport Manager.

5.5.6 The starting, positioning, or taxiing of any Aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine blast that may endanger or result in injury to persons or damage to property.

5.5.7 Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50KW or greater output), is within three-hundred (300) feet or, if low intensity (less than 50 KW output), is within one-hundred (100) feet of another Aircraft, an Aircraft refueling operation, an Aircraft refueling vehicle, or a fuel storage facility.

5.5.8 Aircraft engines shall not be started within, and Aircraft shall not be taxied into, out of, or within, any structure on the Airport except for structures designed for engine run-ups, such as a hush house or a test stand.

5.5.9 Aircraft shall only be taxied or towed on hard-surfaced runways, taxiways, taxilanes, and aprons.

5.5.10 Aircraft operators shall not taxi an Aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other Aircraft so as not to endanger persons or property. Taxiing Aircraft shall yield the right-of-way to any emergency vehicle.

5.5.11 The runway Aircraft weight limitations for the Airport (FAA Gross Weight evaluation) set forth in the FAA Facility Directory shall not be exceeded without the prior approval of the Airport Manager. Aircraft operators shall not land, take off, taxi, or park an Aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the Aircraft. It shall be the Aircraft operator's responsibility to bear the expense of repair for any damage to the Airport's runways, taxiways, or aprons caused by excessive Aircraft weight loading.

5.6 Aircraft Parking and Storage.

5.6.1 No FBO or SASO authorized to provide Aircraft storage to the public shall require procurement of fuel or other supplies or services from a specific source as a condition of Aircraft storage.

5.6.2 Aircraft shall be parked only in those areas designated for such purpose and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane or fire hydrant, or obstruct access to hangars, parked Aircraft, or parked vehicles.

5.6.3 Aircraft operators shall ensure parked and stored Aircraft are properly secured as set forth in FAA AC 20-35C. Parked or stored helicopters shall have braking devices or rotor mooring blocks applied to the rotor blades. Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring at all times.

5.6.4 All air carrier Aircraft loading and unloading at the passenger terminal must be parked at designated gate positions. General aviation Aircraft are not permitted to enter in the SIDA, except by special permission granted by Airport Operations.

5.6.5 Upon request of Airport Operations, the operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by Airport Operations. In the event the Aircraft operator refuses, is unable or unavailable, Airport Operations may move the Aircraft to the area at the risk and expense of the Aircraft operator without liability for damage that may arise from or out of such movement.

5.7 Airworthiness. No Aircraft shall remain on the Airport, and outside a hangar, in excess of 90 days unless such Aircraft is registered by FAA, certificated and in airworthy condition.

5.8 Engine Run-Ups. Aircraft shall not commence run-ups so that the engine blast is directed at persons, other Aircraft, hangars, shops or other vehicles. Extended run-ups shall only be performed in designated areas so as to minimize impact to persons, other Aircraft, and businesses.

5.9 Landing and Take-Off Operations For Fixed Wing Aircraft. Fixed wing Aircraft taking off or landing at the Airport shall do so only from designated runways. Landing Aircraft shall clear the runway as soon as practicable, taxiing ahead to the nearest turn off.

5.10 Passengers and Cargo. Passengers and cargo shall be enplaned/deplaned only in areas designated for such activities.

5.11 Helicopter Operations.

5.11.1 All helicopters at the Airport shall take-off, land or taxi only from established and recognized parking pads, designated ramps or airport taxiways and runways. Helicopters shall park only in the areas designated for such operations.

5.11.2 Helicopters shall not be operated within one hundred (100) feet of any area where light Aircraft are parked or operating, and are prohibited from hovering, landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.

5.11.3 Helicopters shall not be operated in extended or continuous hover on any airport ramp.

5.11.4 Trailers or dollies shall be utilized to tow helicopters to parking pads for flights. Helicopter tow vehicles and trailers shall not be left at Airport public-use parking pads, and shall be stored at a location designated by the Airport Manager.

5.12 Specialized Aeronautical Activities.

5.12.1 Ultralight Aircraft operations are allowed at the Airport only with an operable two-way radio capable of receiving and transmitting on the proper aeronautical frequencies.

5.12.2 Hot air balloon operations, parachute drops, banner or glider towing, use of motor-less Aircraft, and the aeronautical transport of radioactive or Hazardous Materials are prohibited on the Airport without the prior written approval from the Airport Manager. Approval may be granted by the Airport Manager if the person proposing such activity demonstrates to the Airport Manager that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

5.13 UAV and Model Aircraft. Except as authorized and regulated by federal law or FAA regulation, it shall be unlawful for any person to fly or launch any UAV or Model Aircraft on, over or from the Airport.

6. MOTOR VEHICLE RULES AND REGULATIONS.

6.1 Air Operations Area (AOA).

6.1.1 All vehicles operating on the AOA must clearly display an Airport vehicle permit; shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of Aircraft.

6.1.2 Prior to operating vehicles on the AOA, all vehicle operators shall attend and pass the Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

6.1.3 Airport Operations may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.

6.1.4 Use of, scooters, motorcycles, electric bikes (E-Bike), mini-bikes, go-carts, roller skates/blades, skate boarding, and the recreational use of bicycles is prohibited.

6.1.5 Unless otherwise posted, vehicles, except emergency vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of 10 miles per hour.

6.1.6 Tugs and baggage carts shall be returned to designated storage areas immediately following unloading.

6.2 Movement Area.

6.2.1 No vehicles except Airport vehicles, FBO refuelers, or emergency vehicles are permitted on runways, taxiways, and taxilanes.

6.2.2 Vehicle operators shall make a location announcement, including intention and direction of movement, on the UNICOM before proceeding closer than two-hundred and fifty (250) feet from the edge of any runway or one-hundred (100) feet from the edge of any taxiway, and shall ensure that no Aircraft is present or approaching before entering any movement area.

6.2.3 Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 to 122.00 db), have a beacon or checker flag, valid ID and a reason for being in the movement area. A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with UNICOM. In the event a vehicle in the movement area experiences radio failure, it must vacate the area utilizing any perimeter roadways or other non-controlled routes.

6.3 Operator Licensing and Permit. Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection.

6.4 Parking and Standing.

6.4.1 Vehicles shall be parked only in those areas designated for such purpose. Vehicles shall not be parked or stopped:

6.4.1.1 In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, or parked vehicles;

6.4.1.2 In any space marked for parking in such a manner that the vehicle occupies more than one marked space;

6.4.1.3 Within a bus stop, taxicab, or commercial vehicle zone (except for vehicles authorized by the Airport to use such areas);

6.4.1.4 On the side of a roadway;

6.4.1.5 On the roadway side of any stopped or parked vehicle (double parking);

6.4.1.6 Within fifteen (15) feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;

6.4.1.7 Within eight (8) feet of either side of a security fence; or

6.4.1.8 Other than in accordance with restrictions posted on authorized signs.

6.4.2 Service vehicles (including utility company, government owned, delivery, etc.) shall park in specially reserved and marked areas or areas designated for such purpose.

6.4.3 The parking and or storage of automobiles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, ATV's, trailers, carriers and other vehicles, for longer than 72 hours on Airport property **is prohibited** unless (a) parked in the passenger terminal parking lot, with payment had been made in advance, (b) written permission of the Airport Manager has been first obtained or (c) pursuant to a written agreement or lease with the County.

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6.5 Vehicle Licensing and Equipment.

6.5.1 Except for vehicles that are exclusively used on the AOA, all vehicles shall meet proper state licensing, registration, and inspection requirements.

6.5.2 Vehicles shall not be operated on the Airport unless the vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.

6.5.3 Vehicles operating or parking inside the security fence shall be registered with the Airport and display a current vehicle permit.

6.6 Vehicle Maintenance. Except for minor repairs that are necessary to remove such vehicle(s) from the Airport, and except as expressly provided otherwise in an agreement with the Airport Manager, private vehicles shall not be cleaned or maintained anywhere on the Airport. Vehicles operated by commercial operators/lessees shall be cleaned or maintained only in areas designated by the Airport Manager.

6.7 Vehicle Operations. The following shall apply to all vehicle operations on the Airport:

6.7.1 No vehicle shall be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property.

6.7.2 No vehicles shall be constructed, equipped, loaded, or maintained (or any having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger, persons or property.

6.7.3 Vehicles shall not be operated in any hangar unless (1) the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and (2) a vent system exists to prevent exhaust fumes from building up in the hangar.

6.7.4 Vehicle operators shall obey all posted speed limits. Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or property.

6.7.5 Vehicle operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings.

6.7.6 Vehicles that are overloaded or carrying more passengers or cargo than the amount that the vehicle is designed to carry are prohibited.

6.7.7 Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping.

6.7.8 Except in case of emergency or operational necessity, no vehicle shall leave paved areas.

7. FACILITIES RULES AND REGULATIONS. The following shall apply to all property and Buildings on the Airport, under a lease, sublease or otherwise:

7.1 Compressed Gases.

7.1.1 Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinders or tanks being secured.

7.1.2 Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed, and shall be maintained in compliance with all applicable rules and regulations.

7.1.3 Cylinders or tanks not in use shall have an approved transportation safety cap installed.

7.2 Fire Prevention.

7.2.1 Good fire prevention practices/procedures shall be followed at all times on the Airport and in any Building located on the Airport.

7.2.2 Tenants shall provide proper, adequate, inspected, certified and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the activity being conducted. Fire extinguishers shall be maintained in accordance with the Fire Code.

7.2.3 Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such equipment.

7.2.4 At the discretion of the Airport Manager or Fire Marshall, tenant hangars and buildings on the airport maybe inspected for fire prevention and hazardous material storage compliance. Tenants will fully comply and cooperate with these inspections when requested.

7.3 Lubricating Oils. Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment. Storage of combustible liquids in hangars in excess of five (5) gallons, other than amounts in aircraft fuel tanks, is prohibited or requires prior approval from the Fire Marshall.

7.4 Storage of Materials and Personal Equipment. No person shall store, stack, box, or bag material (or equipment) in such manner as to preclude creating any hazard, obstructing any operation, or littering. The storage of materials or any personal equipment **is prohibited** outside of hangars or other Buildings, without prior approval of the Airport Manager.

7.5 Telecommunications. No person shall operate any communications equipment (wired or wireless) on the Airport in a manner that will cause interference to operations of the Airport. Upon any notification from the Airport, the FAA or the police or fire departments of any interference caused by operator's or lessee's operation, the person notified shall cease such communications operations, transmissions and uses on the Airport. Such person shall not resume communications operations until the Airport Manager has provided notice in writing.

8. AIRCRAFT FUEL STORAGE, HANDLING AND DISPENSING.

8.1 Permit. Fuels in quantities greater than five (5) gallons shall only be stored and dispensed on the Airport by persons having a permit with the Airport Manager authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve fueling facilities.

8.2 Best Practices.

8.2.1 Operators shall conform to the standards set forth in FAA Advisory Circular 150/5230-4A, “Aircraft Fuel Storage, Handling and Dispensing on Airports,” the “Fuel Handling Safety Guidance” issued by the Northwest Mountain Region of the FAA; NFPA 407; and the Fire Code, as they may be amended from time to time.

8.2.2 Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas. Each operator shall comply with all provisions of the Airport Stormwater Management Plan. Operators who wish to provide their own Stormwater Management Plan shall submit such plans to the Airport for review to verify that such plans are in conformance with the existing plans for the Airport.

8.2.3 Operators must provide their own Spill Prevention Control and Counter Measures, and file a copy with the Airport Manager.

8.3 Equipment.

8.3.1 Refueling vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.

8.3.2 Operators shall have on hand at all times sufficient spill control equipment including containment booms, socks, pillows, pads, etc. to control spills and Releases occurring on their leasehold. Cleanup of non-fuel spills and Releases is the responsibility of the Operator. Operators shall store contaminated spill control equipment in containers in accordance with applicable sections of 40 CFR 262 and 49 CFR 172-173 until proper disposal can be effected. At a minimum,

8.3.2.1 Each refueling vehicle shall have a "first responder" spill kit; and

8.3.2.2 Each fuel storage facility shall maintain a spill kit with an appropriate supply of, but not limited to, spill socks, pillows, pads, wipes, disposable bags with ties, and DOT approved containers. All spill control items shall be rated for hydrocarbon use.

8.3.3 Operators may not install self-service fueling islands or similar facilities without the prior written approval of the Airport Manager.

8.4 Fuel Flowage Fees.

8.4.1 A fuel flowage fee is payable to the Airport, as set forth in the Airport Rates and Charges as amended from time to time, for all aviation fuel (not including mogas) delivered by any person into any Aircraft at the Airport, and to all Through-The-Fence permittees (collectively, for purposes of this paragraph 8.4 alone, "Operators.").

8.4.2 Each Operator shall pay the fuel flowage fee for all fuel delivered to its premises, trucks, and/or storage tanks.

8.4.3 Operators shall furnish to the Airport Manager on or before the fifteenth (15th) day of the next succeeding month, a written statement setting forth the total number of gallons of fuel delivered to its premises, trucks, and/or storage tanks during the preceding month. The format for reporting must be in a form acceptable to the Airport Manager. Operators shall pay the fueling fees determined to be owed no later than ten (10) days after the date of the Airport's billing statement.

8.4.4 Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the Airport. The Airport's authorized representative shall have the right, to examine, inspect or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by an Operator.

8.5 Fuel Storage Facilities.

8.5.1 Plans for fuel storage and installation shall be submitted to the Airport Manager for approval prior to any installation. All facilities, equipment, and installation shall be in conformance with all local, state, and federal requirements.

8.5.2 The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407, UL 2085 and FAA regulations and advisory circulars, and shall be approved by all agencies that regulate the maintenance and operation of fuel storage facilities. The installation of all tanks or facilities shall meet the requirements of the Fire Code.

8.5.3 Operator shall have a written Spill Prevention Control and Countermeasures Plan that meets regulatory measures for their fuel storage facilities. A copy of the Spill Prevention Control and Countermeasures Plan shall be filed with the Airport Manager.

8.5.4 All security gates leading into fuel storage areas shall be kept closed and locked at all times except when actually in use.

8.6 Fueling Operations.

8.6.1 All fuel handled on the Airport shall be treated with due caution and care with regard to the rights and safety of others so as not to endanger or likely to endanger, persons or property.

8.6.2 Persons engaged in the fueling, defueling, and oil servicing of Aircraft or vehicles, the filling of refueling vehicles or dispensing equipment, or the dumping or pumping or loading of aviation fuels or oils into or from fuel or oil storage facilities shall exercise care and extreme caution to prevent overflow of fuel or oils and/or spills.

8.6.2.1 In the event that a spill should occur of any magnitude, associated activities shall cease immediately. The responsible party of such spill shall take appropriate action to properly contain and clean up the spill, and applicable provisions of Section 3.9 of these Rules shall be followed.

8.6.3 A properly trained operator shall be present at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. All fueling shall be performed by qualified operators.

8.6.3.1 The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment; and

8.6.3.2 The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress; and

8.6.3.3 The operator shall not block open, disengage, bypass, and/or deactivate the deadman control or mechanism at any time while fueling or transferring fuel. Hold-down devices are prohibited.

8.6.4 No fueling activity shall take place unless adequate fire extinguishing equipment and personnel trained in the use of such equipment are present.

8.6.5 Aircraft shall not be refueled or defueled with one or more of its engines operating or while the Aircraft is located inside any structure.

8.6.6 Pouring or gravity transfer of fuel from containers is prohibited. Approved pumps, either hand or power operated, shall be used when Aircraft are fueled from containers greater than five (5) gallons.

8.6.7 Refueling Vehicles shall be positioned so that the vehicle has clear egress at all times.

8.6.8 Not more than one Refueling Vehicle shall be positioned to refuel each wing of an Aircraft and not more than two Refueling Vehicles shall be positioned to service the same Aircraft.

8.6.9 Aircraft or vehicles shall not be fueled or defueled if an electrical storm is in progress or within close proximity of the Airport.

8.6.10 When Aircraft are being fueled or defueled, the Refueling Vehicle shall be bonded to the Aircraft to equalize the voltage potential between the Refueling Vehicle and the Aircraft.

8.6.11 All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall comply with NFPA 407 and shall be equipped with a bonding device to prevent ignition of volatile liquids.

8.6.12 Aircraft shall not be fueled or defueled while passengers are on board unless a passenger-loading ramp is in place at the Aircraft cabin door, the door is in the open position, and an attendant is present at or near the door.

8.6.13 If an incapacitated medical patient is on board the Aircraft during fueling operations, the Fire Department personnel and equipment must be available at the scene.

8.6.14 For single point fueling, deadman controls or mechanism shall be utilized and shall remain in good working order at all times.

8.6.15 Refueling Vehicles (including fuel tankers) shall use only the entrance, exit, and route designated by the Airport Manager during the transportation and delivery of fuel.

8.6.16 Refueling Vehicles (including fuel tankers) are not permitted on runways, taxiways, and taxilanes without specific approval from the Airport Manager.

8.6.17 Truck to truck fuel transfers are prohibited with the exception of certain maintenance operations and remote fueling operations approved by the Airport Manager.

8.6.18 18-wheeler tractor-trailers delivering fuel on the Airport may only deliver into fuel trucks if both the tractor-trailer and the fuel truck are bottom loading.

8.7 Location of Fueling Operations Relative to Other Activities, Equipment and Structures.

8.7.1 Aircraft fuel handling shall be conducted outdoors and with the Refueling Vehicle and Aircraft being at least fifty (50) feet from any hangar, building, and any combustion and ventilation air-intake to any boiler, heater, or similar facility or as approved by the Fire Department.

8.7.2 Unless a secondary containment is being used, Aircraft fuel handling shall take place on an impervious surface and at least fifty (50) feet from any storm water conveyances, drains, catch basins, ditches.

8.7.3 No person shall operate any radio transmitter or receiver (or switch electrical appliances on or off in an Aircraft) within fifty (50) feet of and for the duration of fueling or defueling activity unless said radio transmitter or receiver is designed for such environment.

8.7.4 During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within fifty (50) feet of such Aircraft or vehicle.

8.7.5 Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any Aircraft, refueling vehicle, fuel storage facility, or any Aircraft being fueled or defueled.

8.8 Off-Premises Fueling. Fueling activities shall be limited to an Operator's leased premises unless the Operator's lease agreement or fueling permit expressly permits off-premises fueling, and Operator's levels of insurance are sufficient to cover the increased liability associated with off-premises fueling. Off-premises fueling is permitted only in designated areas.

8.9 Storage of Refueling Vehicles/Use of Fuel Cans. Refueling Vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling Vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between vehicles and any other vehicle or Aircraft and a minimum of twenty (20) feet from a storm water inlet. Unless otherwise authorized by the Fire Marshall, no more than ten (10) gallons of fuel may be stored in fuel cans, and all fuel cans shall be spring loaded, self-closing containers.

8.10 Maintenance of Refueling Vehicles. Maintenance and servicing of Refueling Vehicles shall be performed outdoors or in a building that is approved by the Airport Manager and the Fire Department specifically for this purpose. Operators shall document and maintain vehicle maintenance and agency inspection records, which shall be made available to the Airport Manager upon request.

8.11 Training. All personnel engaged in fueling operations shall be trained in procedures for fueling and defueling, quality control, safety, fire prevention, use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and actions to be taken in an emergency caused by a fire or fuel spill (including environmental protection). All such personnel shall receive proper training or instruction immediately upon employment and not less than annually thereafter, and records of training and qualifications of each person engaged in fueling operations shall be maintained. Training shall be performed in accordance with 14 CFR Part 139 and the Airport Certification Manual. Training records shall be made available for review and/or inspection by the Airport Manager, the Fire Department, and/or the FAA at any reasonable time.

8.12 Transient Fueling Operations. Transient fueling operations (such as seasonal fire fighting operations) shall be subject to the inspection and approval of the Airport Manager; pay applicable fuel flowage charges; fuel only in designated areas; and operate according to Best Management Practices.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Application to Impose and Use a Passe

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and the Federal Aviation Administration

Term Begins: 8/1/2023 **Term Ends:** **Grant Contract #:**

Summary:

A new application for a new PFC impose and use authority.

Fiscal Impact:

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/13/2023

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/13/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/14/2023

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 7/18/2023

Revised April 2015

Gunnison Crested Butte
REGIONAL AIRPORT

July 12th, 2023

Ms. Rebecca Wersal
Wyoming State Engineer/PFC Specialist
Federal Aviation Administration
Denver Airports District Office
26805 East 68th Avenue, Suite 200
Denver, CO 80249

Re: Notice of Intent to Impose and Use a Passenger Facility Charge 23-07-C-00-GUC at Gunnison Crested Butte Regional Airport

Dear Ms. Wersal:

Gunnison County (County) is pleased to submit, for review and approval by the Federal Aviation Administration (FAA), a Notice of Intent (Notice) to impose a passenger facility charge (PFC) at Gunnison Crested Butte Regional Airport (GUC or Airport) and concurrently use PFC revenue at GUC. This Notice was prepared in accordance with 14 Code of Federal Regulation (CFR) Part 158 *Passenger Facility Charge*, and includes the following sections:

Application Form 5500-1
Attachment A: Airport Capital Improvement Plan
Attachment B: Project Information (Not Required)
Attachment C: Air Carrier Consultation & Public Notice Information
Attachment D: Request to Exclude Class(es) of Carriers
Attachment E: Alternative Uses/Project (Not Applicable/Required)
Attachment F: Competition Plan (Not Applicable)
Attachment G: ALP/Airspace/Environment (Not Required)
Attachment H: Notice of Intent Project Information
Attachment I: Appendix

As requested, one electronic submission of a Notice in PDF format and Attachment H in Microsoft Excel format are included for your review.

In conducting your review, the following aspects of our application should be noted:

- Based on our current estimates, this Notice would increase the County's current authority to impose a PFC at GUC by $931,049 (increasing total PFC collection authority at GUC to $5,145,567).
- Certain information is presented in Tables 1 through 3, which are attached to this transmittal letter, including Table 1, the sources and amounts of funds used to finance the project and Tables 2 and 3, which provide the current and proposed status of PFC authority at the Airport.
- The estimated charge effective date for this PFC Application is August 1, 2023 (which reflects the charge expiration date for PFC Application No. 12-06-C-00-GUC).
- Collection period for the project included in this Notice is estimated to be 65 months. This period based on annual growth rates from the FAA's Terminal Area Forecast (TAF) for fiscal years 2023-2027 and

a 93 percent PFC collection rate on enplaned passengers. Thus, the charge expiration date is estimated to be January 1, 2028 (or until collected PFC revenue plus interest thereon equals the allowable cost of the approved projects, as permitted by regulation).

- As discussed in greater detail in Attachment D: "Request to Exclude Class(es) of Carriers", all air taxi/commercial operators (ATCO) are requested to be excluded from the collection of a PFC. The number of passengers enplaned by these carriers constituted less than one percent of the total number of passengers enplaned at GUC in CY 2021. As a result, it would be administratively burdensome for the County to ensure remittance of the PFC from this class of carrier in compliance with federal requirements and exempting this class will have virtually no effect on revenues.
- In accordance with 14 CFR Part 158.23, the County notified the air carriers on April 24, 2023, of an Air Carrier Consultation Meeting. This meeting was held virtually on May 31, 2023, at 10:00 a.m. (MDT). Representatives from American Airlines, United Airlines and JSX participated via teleconference. Relevant information regarding the air carrier consultation meeting is included in Attachment C-02: "*Air Carrier Consultation Meeting*".
- In accordance with 14 CFR Part 158.24, the County posted a public notice of its intent to submit a Notice to impose a PFC at GUC and concurrently use PFC revenue at GUC. This public notice was posted on the Airport's website on May 30, 2023, and provided for a 30-day public comment period. Relevant information regarding the public notice is included in Attachment C-04: "*Public Notice*".
- No air carrier submitted certified agreements/disagreements for the proposed Notice No. 23-07-C-00-GUC.
- No opposing public comments were received from the public notice posted on its website during the 30-day comment period.

We look forward to your favorable review and approval of our Notice to impose a PFC at GUC and concurrently use PFC revenue at GUC. If you have any questions about this application, please contact Stephanie Petsch at (970)-642-7385 or by email at SPetsch@gunnisoncounty.org or our aviation consultant, Michael Scott of Ricondo & Associates. Mr. Scott can be reached at (571)-235-5552 or by e-mail at mscott@ricondo.com.

Sincerely,

Matthew Birnie
County Manager

ENCLOSURES

Federal Aviation Administration
U. S. Department of Transportation

OMB Approved 2120-0557
Exp. 11/30/2024

PASSENGER FACILITY CHARGE (PFC) APPLICATION

1. Application Type *(Check all that apply)*

- [X] a. Impose PFC Charges
- [X] b. Use PFC Revenue
- [ ] c. Amend PFC No.

FAA USE ONLY

Date Received:

PFC Number:

PART I - General

2. Public Agency Name, Address, and Contact Person

Agency Name: Gunnison County

Address: 200 E. Virginia

City, State, ZIP: Gunnison, CO 81230

Contact Person: Rick Lamport

3. Airport(s) to Use

Gunnison-Crested Butte Regional Airport (GUC)

4. Consultation Dates

a. Date of Written Notice to Air Carriers: 04/24/2023

b. Date of Consultation Meeting with Air Carriers: 05/31/2023

c. Date of Public Notice: 05/30/2023

PART II - Charges

5. Charges

a. Airport to Impose:	b. Level	c. Total Estimated PFC Revenue	d. Proposed Effective Date: 08/01/2023	e. Estimated Expiration Date: 10/01/2027
Gunnison-Crested Butte Regional Airport (GUC)	[ ] $1.00 [ ] $2.00 [ ] $3.00 [ ] $4.00 [X] $4.50	Impose: $ 931,049 Use: $ 931,049		

PART III - Attachments

6. Attachments *(Check all that Apply)*

a. Airport Capital Improvement Plan	[X] Attached	Submitted with Application Number: 23-07-C-00-GUC
b. Application Project Information	[ ] Attached	Submitted with Application Number:
c. Air Carrier Consultation and Public Notice Information	[X] Attached	Submitted with Application Number: 23-07-C-00-GUC
d. Request to Exclude Class(es) of Carriers	[X] Attached	Submitted with Application Number: 23-07-C-00-GUC
e. Alternative Uses/Projects	[ ] Attached	Submitted with Application Number:
f. Competition Plan/Update	[ ] Attached	Submitted with Application Number:
g. ALP/Airspace/Environmental	[ ] Attached	Submitted with Application Number:
h. Notice of Intent Project Information	[X] Attached	Submitted with Application Number: 23-07-C-00-GUC
I. Other: Appendix	[ ] Attached	Submitted with Application Number:

PART IV - Certification

7. With respect to this PFC application I hereby certify as follows:

- To the best of my knowledge and belief, all data in this application are true and correct;
- This application has been duly authorized by the governing body of the public agency;
- The public agency will comply with the assurances (Appendix A to Part 158) if the application is approved;
- For those projects for which approval to use PFC revenue is requested, all applicable ALP approvals, airspace determinations, and environmental reviews required by the National Environmental Policy Act have been completed.
- If required, the public agency has submitted a competition plan in accordance with 49 U.S.C. 47106(f); and
- If required by 49 U.S.C. 40117(d)(4), adequate provision for financing the airside needs, including runways, taxiways, aprons, and gates, has been made by the public agency.

a. Name of Authorized Representative	b. Title	c. Telephone Number
Matthew Birnie	County Manager	970-641-7600
	d. E-mail Address: MBirnie@gunnisoncounty.org	

Please read the following information: By signing this document, you are agreeing that you have reviewed the following disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

e. Signature of Authorized Representative	f. Date Signed

FAA
Airports

Passenger Facility Charge (PFC) Program Assurances

A. *General.*

1. These assurances shall be complied with in the conduct of a project funded with passenger facility charge (PFC) revenue.

2. These assurances are required to be submitted as part of the application for approval of authority to impose a PFC under the provisions of 49 U.S.C. 40117.

3. Upon approval by the Administrator of an application, the public agency is responsible for compliance with these assurances.

B. *Public agency certification.* The public agency hereby assures and certifies, with respect to this project that:

1. Responsibility and authority of the public agency. It has legal authority to impose a PFC and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the public agency's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public agency to act in connection with the application.

2. Compliance with regulation. It will comply with all provisions of 14 CFR part 158.

3. Compliance with state and local laws and regulations. It has complied, or will comply, with all applicable State and local laws and regulations.

4. Environmental, airspace and airport layout plan requirements. It will not use PFC revenue on a project until the FAA has notified the public agency that—

(a) Any actions required under the National Environmental Policy Act of 1969 have been completed;

(b) The appropriate airspace finding has been made; and

(c) The FAA Airport Layout Plan with respect to the project has been approved.

5. Nonexclusivity of contractual agreements. It will not enter into an exclusive long-term lease or use agreement with an air carrier or foreign air carrier for projects funded by PFC revenue. Such leases or use agreements will not preclude the public agency from funding, developing, or assigning new capacity at the airport with PFC revenue.

6. Carryover provisions. It will not enter into any lease or use agreement with any air carrier or foreign air carrier for any facility financed in whole or in part with revenue derived from a passenger facility charge if such agreement for such facility contains a carryover provision regarding a renewal option which, upon expiration of the original lease, would operate to automatically extend the term of such agreement with such carrier in preference to any potentially competing air carrier or foreign air carrier seeking to negotiate a lease or use agreement for such facilities.

7. Competitive access. It agrees that any lease or use agreements between the public agency and any air carrier or foreign air carrier for any facility financed in whole or in part with revenue derived from a passenger facility charge will contain a provision that permits the public agency to terminate the lease or use agreement if—

(a) The air carrier or foreign air carrier has an exclusive lease or use agreement for existing facilities at such airport; and

(b) Any portion of its existing exclusive use facilities is not fully utilized and is not made available for use by potentially competing air carriers or foreign air carriers.

8. Rates, fees and charges.

(a) It will not treat PFC revenue as airport revenue for the purpose of establishing a rate, fee or charge pursuant to a contract with an air carrier or foreign air carrier.

(b) It will not include in its rate base by means of depreciation, amortization, or any other method, that portion of the capital costs of a project paid for by PFC revenue for the purpose of establishing a rate, fee or charge pursuant to a contract with an air carrier or foreign air carrier.

(c) Notwithstanding the limitation provided in subparagraph (b), with respect to a project for terminal development, gates and related areas, or a facility occupied or used by one or more air carriers or foreign air carriers on an exclusive or preferential basis, the rates, fees, and charges payable by such carriers that use such facilities will be no less than the rates, fees, and charges paid by such carriers using similar facilities at the airport that were not financed by PFC revenue.

9. Standards and specifications. It will carry out the project in accordance with FAA airport design, construction and equipment standards and specifications contained in advisory circulars current on the date of project approval.

10. Recordkeeping and Audit. It will maintain an accounting record for audit purposes for 3 years after physical and financial completion of the project. All records must satisfy the requirements of 14 CFR part 158 and contain documentary evidence for all items of project costs.

11. Reports. It will submit reports in accordance with the requirements of 14 CFR part 158, subpart D, and as the Administrator may reasonably request.

12. Compliance with 49 U.S.C. 47523 through 47528. It understands 49 U.S.C. 47524 and 47526 require that the authority to impose a PFC be terminated if the Administrator determines the public agency has failed to comply with those sections of the United States Code or with the implementing regulations published under the Code.

[Doc. No. 26385, 56 FR 24278, May 29, 1991, as amended by Amdt. 158–2, 65 FR 34543, May 30, 2000; Amdt. 158–4, 72 FR 28851, May 23, 2007]

Source: Title 14: Aeronautics and Space, PART 158—PASSENGER FACILITY CHARGES (PFC'S), Subpart F—Reduction in Airport Improvement Program Apportionment, Appendix A to Part 158—Assurances

Gunnison County, CO

14 CFR Part 158

Application to Impose and Use a Passenger Facility Charge - Notice of Intent

23-07-C-00-GUC

for Gunnison Crested Butte Regional Airport (GUC)

Submitted by:
Gunnison County

July 2023

Put on GUC Letterhead
[INSERT DATE]

Ms. Rebecca Wersal
Wyoming State Engineer/PFC Specialist
Federal Aviation Administration
Denver Airports District Office
26805 East 68th Avenue, Suite 200
Denver, CO 80249

Re: Notice of Intent to Impose and Use a Passenger Facility Charge 23-07-C-00-GUC at Gunnison Crested Butte Regional Airport

Dear Ms. Wersal:

Gunnison County (County) is pleased to submit, for review and approval by the Federal Aviation Administration (FAA), a Notice of Intent (Notice) to impose a passenger facility charge (PFC) at Gunnison Crested Butte Regional Airport (GUC or Airport) and concurrently use PFC revenue at GUC. This Notice was prepared in accordance with 14 Code of Federal Regulation (CFR) Part 158 *Passenger Facility Charge*, and includes the following sections:

Application Form 5500-1
Attachment A: Airport Capital Improvement Plan
Attachment B: Project Information (Not Required)
Attachment C: Air Carrier Consultation & Public Notice Information
Attachment D: Request to Exclude Class(es) of Carriers
Attachment E: Alternative Uses/Project (Not Applicable/Required)
Attachment F: Competition Plan (Not Applicable)
Attachment G: ALP/Airspace/Environment (Not Required)
Attachment H: Notice of Intent Project Information
Attachment I: Appendix

As requested, one electronic submission of a Notice in PDF format and Attachment H in Microsoft Excel format are included for your review.

In conducting your review, the following aspects of our application should be noted:

- Based on our current estimates, this Notice would increase the County's current authority to impose a PFC at GUC by $931,049 (increasing total PFC collection authority at GUC to $5,145,567).
- Certain information is presented in Tables 1 through 3, which are attached to this transmittal letter, including Table 1, the sources and amounts of funds used to finance the project and Tables 2 and 3, which provide the current and proposed status of PFC authority at the Airport.
- The estimated charge effective date for this PFC Application is August 1, 2023 (which reflects the charge expiration date for PFC Application No. 12-06-C-00-GUC).
- Collection period for the project included in this Notice is estimated to be 65 months. This period based on annual growth rates from the FAA's Terminal Area Forecast (TAF) for fiscal years 2023-2027 and a 93 percent PFC collection rate on enplaned passengers. Thus, the charge expiration date is estimated

to be January 1, 2028 (or until collected PFC revenue plus interest thereon equals the allowable cost of the approved projects, as permitted by regulation).

- As discussed in greater detail in Attachment D: "Request to Exclude Class(es) of Carriers", all air taxi/commercial operators (ATCO) are requested to be excluded from the collection of a PFC. The number of passengers enplaned by these carriers constituted less than one percent of the total number of passengers enplaned at GUC in CY 2021. As a result, it would be administratively burdensome for the County to ensure remittance of the PFC from this class of carrier in compliance with federal requirements and exempting this class will have virtually no effect on revenues.
- In accordance with 14 CFR Part 158.23, the County notified the air carriers on April 24, 2023, of an Air Carrier Consultation Meeting. This meeting was held virtually on May 31, 2023, at 10:00 a.m. (MDT). Representatives from American Airlines, United Airlines and JSX participated via teleconference. Relevant information regarding the air carrier consultation meeting is included in Attachment C-02: "*Air Carrier Consultation Meeting*".
- In accordance with 14 CFR Part 158.24, the County posted a public notice of its intent to submit a Notice to impose a PFC at GUC and concurrently use PFC revenue at GUC. This public notice was posted on the Airport's website on May 30, 2023, and provided for a 30-day public comment period. Relevant information regarding the public notice is included in Attachment C-04: "*Public Notice*".
- No air carrier submitted certified agreements/disagreements for the proposed Notice No. 23-07-C-00-GUC.
- No opposing public comments were received from the public notice posted on its website during the 30-day comment period.

We look forward to your favorable review and approval of our Notice to impose a PFC at GUC and concurrently use PFC revenue at GUC. If you have any questions about this application, please contact Stephanie Petsch at (970)-642-7385 or by email at SPetsch@gunnisoncounty.org or our aviation consultant, Michael Scott of Ricondo & Associates. Mr. Scott can be reached at (571)-235-5552 or by e-mail at mscott@ricondo.com.

Sincerely,

Rick Lamport
Airport Manager

ENCLOSURES

Form 5500-1

Gunnison County
COLORADO

Federal Aviation Administration
U. S. Department of Transportation

OMB Approved 2120-0557
Exp. 11/30/2024

PASSENGER FACILITY CHARGE (PFC) APPLICATION

1. Application Type *(Check all that apply)*

- [X] a. Impose PFC Charges
- [X] b. Use PFC Revenue
- [ ] c. Amend PFC No.

FAA USE ONLY

Date Received:

PFC Number:

PART I - General

2. Public Agency Name, Address, and Contact Person

Agency Name: Gunnison County

Address: 200 E. Virginia

City, State, ZIP: Gunnison, CO 81230

Contact Person: Rick Lamport

3. Airport(s) to Use

Gunnison-Crested Butte Regional Airport (GUC)

4. Consultation Dates

a. Date of Written Notice to Air Carriers: 04/24/2023

b. Date of Consultation Meeting with Air Carriers: 05/31/2023

c. Date of Public Notice: 05/30/2023

PART II - Charges

5. Charges

a. Airport to Impose:	b. Level	c. Total Estimated PFC Revenue	d. Proposed Effective Date: 08/01/2023	e. Estimated Expiration Date: 10/01/2027
Gunnison-Crested Butte Regional Airport (GUC)	[ ] $1.00 [ ] $2.00 [ ] $3.00 [ ] $4.00 [X] $4.50	Impose: $ 931,049 Use: $ 931,049		

PART III - Attachments

6. Attachments *(Check all that Apply)*

a. Airport Capital Improvement Plan	[X] Attached	Submitted with Application Number: 23-07-C-00-GUC
b. Application Project Information	[ ] Attached	Submitted with Application Number:
c. Air Carrier Consultation and Public Notice Information	[X] Attached	Submitted with Application Number: 23-07-C-00-GUC
d. Request to Exclude Class(es) of Carriers	[X] Attached	Submitted with Application Number: 23-07-C-00-GUC
e. Alternative Uses/Projects	[ ] Attached	Submitted with Application Number:
f. Competition Plan/Update	[ ] Attached	Submitted with Application Number:
g. ALP/Airspace/Environmental	[ ] Attached	Submitted with Application Number:
h. Notice of Intent Project Information	[X] Attached	Submitted with Application Number: 23-07-C-00-GUC
I. Other: Appendix	[ ] Attached	Submitted with Application Number:

PART IV - Certification

7. With respect to this PFC application I hereby certify as follows:

- To the best of my knowledge and belief, all data in this application are true and correct;
- This application has been duly authorized by the governing body of the public agency;
- The public agency will comply with the assurances (Appendix A to Part 158) if the application is approved;
- For those projects for which approval to use PFC revenue is requested, all applicable ALP approvals, airspace determinations, and environmental reviews required by the National Environmental Policy Act have been completed.
- If required, the public agency has submitted a competition plan in accordance with 49 U.S.C. 47106(f); and
- If required by 49 U.S.C. 40117(d)(4), adequate provision for financing the airside needs, including runways, taxiways, aprons, and gates, has been made by the public agency.

a. Name of Authorized Representative	b. Title	c. Telephone Number
Rick Lamport	Airport Manager	970-642-7388
	d. E-mail Address: rlamport@gunnisoncounty.org	

Please read the following information: By signing this document, you are agreeing that you have reviewed the following disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

e. Signature of Authorized Representative	f. Date Signed

ATTACHMENT A

Airport Capital Improvement Plan

Gunnison County
COLORADO

Airport Capital Improvement Program

FY 2022 - 2029

Capital Improvement Plan (CIP) Worksheet

Airport Name	Gunnison-Crested Butte Regional Airport	**Airport Identifier**	GUC
Airport Manager	Richard Lamport	**CIP Acceptance Date**	4/4/2022
Airport Sponsor	Gunnison County	**Airport Engineer**	
	519 Rio Grande Ave, Gunnison, Colorado		
Address	81230 USA	**Airport Planner**	
Phone	(970) 641-2304	**ADO Contact**	Ron Niehoff

Project	FAA Discretionary	FAA State Apportionment	FAA Entitlements	Colorado Discretionary	Local	Passenger Facility Charge	Total Funding	Project Cost Estimate
2022								
Terminal Program - Construction (Phase 4)	$0.00	$0.00	$1,000,000.00	$55,555.00	$55,556.00	$0.00	$1,111,111.00	$1,111,111.00
BIL Allocation - Supplement AIP Project for Terminal Rehab and Expansion			$1,023,462.00	$56,859.00	$56,859.00		$1,137,180.00	
Funding from the Infrastructure Investment and Jobs Act								
Design for GA Apron Rehab	$0.00	$0.00	$0.00	$440,000.00	$48,889.00	$0.00	$488,889.00	
State funded project to prepare for the 2023 GA Apron Rehab project.								
Total 2022	$0.00	$0.00	$2,023,462.00	$552,414.00	$161,304.00	$0.00	$2,737,180.00	$1,111,111.00
2023								
GA Apron Rehabilitation	$2,000,000.00	$0.00	$1,000,000.00	$166,666.00	$1,323,879.00	$169,366.00	$4,659,911.00	$2,548,800.00
GA Apron Expansion	$0.00	$0.00	$0.00	$0.00	$2,469,523.00	$169,366.00	$2,638,889.00	$5,750,000.00
GUC moved from 2023								
Taxiway Rehab	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
New Request 11-2021. Too soon to change discretionary and make new request. Need information on scope and cost estimate for consideration in future years.								
BIL Allocation - Project Placeholder			$1,023,462.00	$56,859.00	$56,859.00		$1,137,180.00	
Funding from the Infrastructure Investment and Jobs Act								
Total 2023	$2,000,000.00	$0.00	$2,023,462.00	$223,525.00	$3,850,261.00	$338,732.00	$8,435,980.00	$8,298,800.00
2024								
SRE Storage Building for Additional SRE	$0.00	$0.00	$500,000.00	$27,777.00	$27,778.00	$0.00	$555,555.00	$555,555.00
ARFF Vehicle	$0.00	$0.00	$500,000.00	$27,777.00	$27,778.00	$0.00	$555,555.00	$0.00
BIL Allocation - Project Placeholder			$1,023,462.00	$56,859.00	$56,859.00		$1,137,180.00	
Amount may change based upon 2021 enplanements. Funding from the Infrastructure Investment and Jobs Act.								
Total 2024	$0.00	$0.00	$2,023,462.00	$112,413.00	$112,415.00	$0.00	$2,248,290.00	$555,555.00
2025								
GA Apron Expansion - Drainage Improvements	$0.00	$0.00	$1,023,462.00	$56,859.00	$56,859.00	$0.00	$1,137,180.00	$1,137,180.00
BIL Funding								
GA Apron Rehabilitation - Phase 2	$2,000,000.00	$750,000.00	$1,000,000.00	$208,333.00	$208,333.00	$0.00	$4,166,666.00	$4,166,666.00
$750,000 from BIL Funding								
GA Apron Exp. & Adjust RW 17 RPZ South	$4,500,000.00		$0.00	$250,000.00	$250,000.00		$5,000,000.00	$5,000,000.00
GA Apron Rehabilitation - Non-Federal	$0.00	$0.00	$0.00	$0.00	$1,500,000.00	$0.00	$1,500,000.00	$1,500,000.00
Other Funding								
Total 2025	$6,500,000.00	$750,000.00	$2,023,462.00	$515,192.00	$2,015,192.00	$0.00	$11,803,846.00	$11,803,846.00
2026								
SRE Acquisition - Plow	$0.00	$0.00	$500,000.00	$27,778.00	$27,778.00	$0.00	$555,556.00	$555,556.00
SRE Storage Building for Additional SRE			$500,000.00	$27,778.00	$27,778.00		$555,556.00	$555,556.00
No BIL Funding								
Gunnison County Hangar, FBO Terminal & Parking	$0.00	$0.00	$0.00	$0.00	$10,500,000.00	$0.00	$10,500,000.00	$10,500,000.00
Other Funding								
Total 2026	$0.00	$0.00	$1,000,000.00	$55,556.00	$10,555,556.00	$0.00	$11,611,112.00	$11,611,112.00
2027								
ARFF Vehicle	$0.00	$0.00	$1,000,000.00	$55,555.00	$55,556.00	$0.00	$1,111,111.00	$1,111,111.00
Total 2027	$0.00	$0.00	$1,000,000.00	$55,555.00	$55,556.00	$0.00	$1,111,111.00	$1,111,111.00
2028								
Maintenance Rwy, Twy, Connectors	$0.00	$0.00	$1,000,000.00	$0.00	$55,556.00	$0.00	$1,055,556.00	$1,111,111.00
$55,555.00 State								
Total 2028	$0.00	$0.00	$1,000,000.00	$0.00	$55,556.00	$0.00	$1,055,556.00	$1,111,111.00
2029								
Service Road - GA Apron to Comm. Apron	$0.00	$0.00	$1,000,000.00	$0.00	$55,556.00	$0.00	$1,055,556.00	$1,111,111.00
$55,555.00 State								
Total 2029	$0.00	$0.00	$1,000,000.00	$0.00	$55,556.00	$0.00	$1,055,556.00	$1,111,111.00

ATTACHMENT B

Project Information

(Not Required)

Gunnison County
COLORADO

ATTACHMENT C

Air Carrier Consultation and Public Notice Information

Gunnison County
COLORADO

ATTACHMENT C-01

Notice to Air Carriers Letter

Gunnison Crested Butte
REGIONAL AIRPORT
519 Rio Grande Avenue • Gunnison, Colorado 81230 • P 970.641.2304 • F 970.641.8559

April 24, 2023

To: Distribution List

RE: County of Gunnison Notice to Air Carriers prior to submitting New Impose and Use PFC Notice Application No. 23-07-C-00-GUC at Gunnison–Crested Butte Regional Airport

Dear Air Carrier Representative:

County of Gunnison (County) has determined the need to submit to the Federal Aviation Administration (FAA) an application PFC 23-07-C-00-GUC (PFC 23-07) to impose and use PFC revenue at Gunnison–Crested Butte Regional Airport (GUC or Airport). The County is issuing this notice to all air carriers having a significant business interest at GUC as part of the PFC application process under 14 CFR § 158.23 *Consultation with air carriers and foreign air carriers*. As part of this process, the County is providing you with the following information:

PFC Application No. 23-07-C-00-GUC

PFC 23-07 consists of eight (8) projects. The County will seek PFC Impose and Use authority for the 8 projects totaling $931,049. The County is seeking PFC authorization for the following projects.

- GA Apron Rehabilitation-Design
- GA Apron Rehabilitation-Construction Phase I
- Taxiway Connectors A4-A8 Rehabilitation
- GA Apron Expansion-Drainage Improvements
- GA Apron Expansion and Runway 17 RPZ South Adjustment
- GA Apron Rehabilitation – Construction Phase II
- Airport Layout Plan Update
- PFC Administrative Cost

The following information relates to this new PFC application:

- **PFC level:** A $4.50 charge on passengers enplaned at the Airport.
- **Charge effective date:** August 1, 2023 (which reflects the estimated charge expiration date for existing PFC Application No. 12-06-C-00-GUC).
- **Estimated charge expiration date:** October 1, 2027 (or until collected PFC revenue plus interest thereon equals the allowable cost of the approved projects, as permitted by regulation). The estimated charge expiration date is based on a two percent annual growth rate between FY 2023 – FY 2027 and a 93 percent PFC collection rate on enplaned passengers.

- **Estimated Total PFC Impose Revenue**: $931,049

Class of Carriers Excluded from Collecting a PFC

The County plans to continue to exclude PFC collection from Air Taxi/Commercial Operators (ATCO) filing FAA Form 1800-31. The most recent preliminary enplanement figures, for the year-end December 31, 2021, indicate that these carriers enplaned 13 passengers.

The known carriers in this class and their enplanement levels consist of the following:

ATCO CARRIERS FILING FAA FORM 1800-31	
Aero Charter, Inc.	11
Steelman Aviation Inc	2
ATCO Total	13
GUC Total	38,783
Percentage of Total	0.034%

SOURCE: U.S. DOT ACAIS, April 2023.

As shown above, the number of passengers enplaned annually by this class of carriers represents an amount less than one percent of the total enplaned passengers at the Airport. In accordance with 14 CFR 158.25, this class of air carriers may be requested to be exempted based on their enplanement levels and cost to GUC to collect PFCs from this class of air carriers.
The following information is provided with this Notice for use at the meeting:

- **Attachment A** presents descriptions and justifications of the projects.
- **Attachment B** presents the following summary tables:
  - Table 1 – Funding Sources
  - Table 2 – Current PFC Impose and Use authority (as of 3/31/23)
  - Table 3 – Proposed PFC Impose and Use authority
  - Table 4 – PFC Revenue Collection Projection

Air Carrier Consultation Meeting

With the proposed increase to the authorized collection amounts, the Airport is required under 14 CFR 158.23 to hold a consultation meeting with the air carriers to discuss the proposed new PFC 23-07 Application. As such, the meeting will be virtual and held on Wednesday, May 31, 2023, at 10:00 AM (MDT). The call-in number for this meeting is: +1 312-549-8312, 957653195#.

If you have any questions or require additional clarification regarding this Notice or the Air Carrier Consultation Meeting, please feel free to contact me. Additionally, I would appreciate your acknowledging receipt of this notice pursuant to 14 CFR 158.23(c) (1) by signing a copy of this notice and returning it to Stephanie Petsch within 30 days.

Sincerely,

Rick Lamport
Airport Manager

Attachments

cc: Rick Lamport, Gunnison–Crested Butte Regional Airport
Stephanie Petsch, Gunnison–Crested Butte Regional Airport
Perry Solheim, Gunnison–Crested Butte Regional Airport
Michael Scott, Ricondo & Associates, Inc.

Application PFC 23-07-C-00-GUC

Acknowledged Receipt of Air Carrier Consultation Meeting Notice:

Authorized Signature	Title
Air Carrier Name	Date

Please return or scan by May 30, 2023 to:

Rick Lamport
Airport Manager,
Gunnison–Crested Butte Regional Airport
711 West Rio Grande Ave Gunnison, Colorado, 81230
RLamport@gunnisoncounty.org

Attachment A

PFC-NOI 23-07-GUC

7.01 GA Apron Rehabilitation – Design

Start Date: December 2022
End Date: December 2023
Collection Level: $4.50

Project Funding Source:

Approved AIP	$0
Anticipated AIP	$0
BIL Funds	$0
CDOT Funds	$440,000
PFC (Pay-Go)	$48,889
County Funds	$0
Total	**$488,889**

Project Description: This project funds for the design services and associated study for the General Aviation (GA) Apron Rehabilitation project at Gunnison- Crested Butte Regional Airport (GUC) or Airport. The current GA Apron is located west of the Terminal is approximately 41,500 square yards constructed with asphalt concrete (AC).

The new GA Ramp pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Project Justification. This project preserves capacity of the airport. According to FAA Order 5100.38D Change 1, *Airport Improvement Program Handbook*, (AIP Handbook) the minimum useful life criterion for pavement rehabilitation is 10 years. The GA apron, sections A01GU-01 and A01GU-02 was last rehabilitated in June 1992 and June 2002 respectively, which exceeds FAA criteria (**Table 1.1**).

Table 1.1. Pavement Section Details

Brand ID	Section ID	Surface Type	Last Construction Date	PCI
A01GU	01	AC	June 1, 1992	42
A01GU	02	AC	June 1, 2002	33

The pavement evaluation completed in 2021 by the Colorado Department of Transportation – Division of Aeronautics (CDOA) identified the GA Apron with a Pavement Condition Index (PCI) rating of 42. A PCI below 55 is considered in poor condition.

The distresses identified on the GA Ramp are related to various severities of alligator, block, LTD, shrinkage, and longitudinal/transverse cracking, raveling, weathering, joint sealant damage, small patch,

and depressions. Overall deterioration of the airfield pavement leads to foreign object debris (FOD), a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

Objective: Preserve capacity of the Airport.

7.02 GA Apron Rehabilitation – Construction Phase I

Start Date: June 2024
End Date: September 2024
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$2,011,731
Anticipated AIP	$983,513
BIL Funds	$1,028,218
CDOT Funds	$223,526
PFC (Pay-Go)	$223,526
County Funds	$0
Total	**$4,470,514**

Project Description: This project funds for the construction and construction administration for the GA Apron Rehabilitation project at GUC. The current GA Apron is located west of the Terminal is approximately 41,500 square yards constructed with eight (8) inches AC surface course on 20 inches of sub-base and base course.

This project entails a full depth reconstruction GA Ramp. This project will remove approximately 35,000 square yards of the existing 8 inches of AC and address any of the sub-base and base course issues to enhance the integrity of the GA Ramp. Additionally, this project will make drainage improvements, install electrical equipment, and restripe all affected areas. The Portland Cement Concrete (PCC) ramp within the GA Ramp will not be impacted.

The new pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Project Justifications. This project preserves capacity of the airport. According to the AIP Handbook the minimum useful life criterion for pavement rehabilitation is 10 years. The GA apron (section A01GU-01) was last rehabilitated in June 1992, which exceeds FAA criteria (**Table 2.1**).

Table 2.1 Pavement Section Details

Brand ID	Section ID	Surface Type	Last Construction Date	PCI
A01GU	01	AC	June 1, 1992	42

The pavement evaluation completed in 2021 CDOA identified the GA Apron with a PCI rating of 42. A PCI below 55 is considered in poor condition.

The distresses identified on the GA Ramp are related to various severities of alligator, block, LTD, shrinkage, and longitudinal/transverse cracking, raveling, weathering, joint sealant damage, small patch, and depressions. Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

Objective: Preserve capacity of the Airport.

7.03 Taxiway Connectors A4-A8 Rehabilitation

Start Date: June 2024
End Date: June 2025
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$0
Anticipated AIP	$989,248
BIL Funds	$1,034,214
CDOT Funds	$112,415
PFC (Pay-Go)	$112,415
County Funds	$0
Total	**$2,248,292**

Project Description. This project funds for the design, permitting, construction, and construction administration for sections of the Taxiway A Connectors at A4, A5, A6, and A8 at GUC. Taxiway A has 8 taxiway connectors along the full length of Runway 6-24.

This project will rehabilitate approximately 14,000 square yards of three (3) inches of AC pavement. Portions of the Taxiway Connectors A4 – A8 were constructed with the Runway 6-24 Rehabilitation project in 2017, however grant regulations did not allow the rehabilitation of the full area of the Taxiway A connectors. This project rehabilitates those area not addressed in the Runway 6-24 Rehabilitation project.

This project will mill approximately 3.5 inches of AC surface course and address any sub-base deficiencies and overlay with 3 inches of AC surface course. Additionally, this project will fund for restriping and reseeding and address any grading issues with the adjacent midfield areas.

The new pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Project Justifications. This project preserves capacity of the airport. According to FAA Order 5100.38D Change 1, *Airport Improvement Program Handbook*, the minimum useful life criterion for pavement rehabilitation is 10 years. The Taxiway Connectors at A5 (TA5GU-01), A6 (TA6GU-01), A7 (TA7GU-01)and A8 (TA8GU-01) was last rehabilitated in May 2004, and A4 (TA4GU-02) was last rehabilitated in August 2006, which exceeds FAA criteria (**Table 3.1**).

Table 3.1 Pavement Section Details

Brand ID	Section ID	Surface Type	Last Construction Date	PCI
TA4GU	02	AAC	August 1, 2006	51
TA5GU	01	AAC	May 1, 2004	52
TA6GU	01	AAC	May 1, 2004	52
TA7GU	01	AAC	May 1, 2004	54
TA8GU	01	AC	May 1, 2004	33

The pavement evaluation completed in 2021 CDOA identified the Taxiway Connectors A4-A8 with PCI ratings ranging from 33 to 54. A PCI below 55 is considered in poor condition.

The distresses identified on the Taxiways A4-A8 related to various severities of [alligator, block, and longitudinal/transverse cracking, raveling, weathering, patching, and depressions]. Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

Objective. Preserve capacity of the Airport

7.04 GA Apron Expansion – Drainage Improvements

Start Date: June 2025
End Date: August 2026
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$0
Anticipated AIP	$0
BIL Funds	$1,023,462
CDOT Funds	$56,859
PFC (Pay-Go)	$56,859
County Funds	$0
Total	**$1,137,180**

Project Description. This project funds for the study, design, and construction of the GA Apron Expansion – Draining Improvement project at GUC. This project will evaluate options and make infrastructure improvements to best address stormwater drainage flow issues at the Airport. The existing drainage ditch is located between the GA apron and Terminal ramps.

This project will install a drainage pipe approximately 900 linear feet connecting to an existing drainage pipe located under Taxiway A and address any regrading of the adjacent areas to comply airfield design standards.

Project Justification. The open drainage ditch, located along the perimeter fence west of the Terminal ramp is approximately 2,500 square yards and extends 815 linear feet northwest from Taxiway A to culverts below South 8th Street. The drainage ditch collects stormwater from two major areas on the airfield; a catchment area of approximately 9 acres of "brown space", consisting of impermeable surfaces and derelict open land, and stormwater runoff from a portion of the midfield area near Taxiway A. The stormwater collected in the midfield area is fed to the drainage ditch via a 270 linear foot pipe located below Taxiway A.

The stormwater flows northwest from the airfield and discharged under South 8th street to a creek located along US 50. During major rain events, the ditch has flooded and made sections of the airfield and taxiway system unusable. Additionally, Airport staff are required to annually maintain this ditch by cutting vegetation and removing excess sediment and debris. The vegetation and standing water attract birds which pose a potential threat to aircraft.

The installation of the underground pipe will preserve capacity of the Airport, by alleviating a potential bird threat and flooding events and allowing the airport to gain additional ramp space.

Objective. Preserves capacity of the Airport

7.05 GA Apron Expansion and Runway 17 RPZ South Adjustment

Start Date: June 2025
End Date: August 2026
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$4,500,000
Anticipated AIP	$0
BIL Funds	$0
CDOT Funds	$250,000
PFC (Pay-Go)	$250,000
County Funds	$0
Total	**$5,000,000**

Project Description: This project funds for the study, design, and construction of the GA Apron Expansion and Runway 17 Runway Protection Zone (RPZ) South Adjustment project. This project will extend the current GA Ramp east to the drainage ditch. The current expansion site is approximately 22,000 square yards of "brown space" which will require extensive excavation, regrading, drainage improvements, installation of sub-base and base course materials and new AC course in support of a new GA ramp. The extended area will also install electrical conduits, lights, signage, and striping.

The new pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Additionally, this project adjusts the Runway 17 end RPZ. Runway 17-35 is 2,981 linear feet long and 150 feet wide constructed with turf and gravel. This project will reduce the length of Runway 17-35 to alleviate the RPZ restrictions on the GA Ramp Expansion project and future development between the GA and Terminal ramps. The current RPZ ends approximately 1,200 linear feet north of the Runway 17 preventing any development in this area. Adjustments to the RPZ will require identification of runway end, regrading of impacted area, and filing of new runway length data.

Project Justification. This project enhances capacity by providing additional ramp space to either support GA or commercial aircraft or airfield development. There is currently approximately 12 acres of undeveloped, brown space between the GA and terminal ramp areas that cannot be developed due the Runway 17 RPZ. Reducing the length of Runway 17-35 to alleviate the RPZ development restrictions from this area will enhance airfield capacity and allow the County evaluate better uses of this land. The initial development will be to expend the GA ramp to enhance capacity of the airport.

Objective. Enhance capacity of airport

7.06 GA Apron Rehabilitation – Construction Phase II

Start Date: June 2024
End Date: August 2025
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$2,000,000
Anticipated AIP	$1,000,000
BIL Funds	$750,000
CDOT Funds	$208,333
PFC (Pay-Go)	$208,333
County Funds	$0
Total	**$4,166,666**

Project Description. This project funds for the construction and construction administration for the GA Apron Rehabilitation – Phase II project at GUC. The current GA Apron is located west of the Terminal is approximately 41,500 square yards constructed 8 inches AC surface course on 20 inches of sub-base and base course. The GA Apron Rehabilitation – Phase II project only rehabilitates approximately 8,500 square yards of the total ramp.

This project entails a full depth reconstruction GA Ramp. This project will remove approximately 8,500 square yards of the existing 8 inches of AC and address any of the sub-base and base course issues to enhance the integrity of the GA Ramp. Additionally, this project will make drainage improvements, install electrical equipment, and restripe all affected areas. The PCC ramp within the GA Ramp will not be impacted.

The new pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Project Justifications. This project preserves capacity of the airport. According to FAA Order 5100.38D Change 1, *Airport Improvement Program Handbook*, the minimum useful life criterion for pavement rehabilitation is 10 years. The GA apron (section A01GU-02) was last rehabilitated in June 2002, which exceeds FAA criteria (**Table 6.1**).

Table 6.1 Pavement Section Details

Brand ID	Section ID	Surface Type	Last Construction Date	PCI
A01GU	02	AC	June 1, 2002	33

The pavement evaluation completed in 2021 CDOA identified the GA Apron with a PCI rating of 33. A PCI below 55 is considered in poor condition.

The distresses identified on the GA Ramp are related to various severities of alligator, block, LTD, shrinkage, and longitudinal/transverse cracking, raveling, weathering, joint sealant damage, small patch, and depressions. Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

Objective. Preserve capacity of airport

7.07 Airport Layout Plan Update
Start Date: September 2023
End Date: September 2024
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$0
Anticipated AIP	$0
BIL Funds	$250,000
CDOT Funds	$13,889
PFC (Pay-Go)	$13,889
County Funds	$0
Total	**$277,778**

Project Description: This project funds for the development of an Airport Layout Plan (ALP) Update for GUC. The ALP is a drawing set that depicts the full build-out of aviation- and non-aviation-related facilities associated with the preferred development to be developed. This ALP drawing set will adhere to the FAA's prescribed design guidelines and conform to ACs 150/5300-16A, 150/5300-17b, and 150/5300-18B. The ALP set will also include a property inventory map that will reflect the latest Airport property acquisitions.

Project Justification: GUC's previous full Master Plan Study was conducted in 2015 and completed in 2016. The ALP update will address any changes since the completion of the Master Plan study. The ALP is public document and serves as a record of present and future aeronautical requirements and developments. Additionally, the ALP contains information used by the FAA to program future funding assistance and to gauge the airport's compliance with design standards and grant assurances.

Objective: This project preserves the capacity of the Airport.

7.08 PFC Administrative Cost
Project Start Date: February 2023
Project End Date: December 2023
PFC Level: $4.50

Project Funding Source:

Discretionary AIP	$0
Anticipated AIP	$0
BIL Funds	$0
CDOT Funds	$0
PFC (Pay-Go)	$17,138
County Funds	$0
Total	$17,138

Project Description: This project includes direct costs associated with the development and implementation of the County's application to impose and use PFC revenue for the projects listed in this application, including business and financial consultant services in accordance with Part 158 as follows:

- Gathering the necessary project, financial, and statistical information
- Preparing the required public notice
- Preparing the required airline consultation notice
- Ensuring that all procedural requirements are met for the airline meeting
- Preparing the impose and use application
- Preparing responses to air carrier comments
- Preparing the completed application for submittal to the FAA
- Preparing the airline notice of FAA approval.

Project Justification: Retaining a PFC consultant helps ensure PFC applications are filed according to the rules and regulations determined by the FAA. This project is eligible in accordance with Part 158.3, "allowable cost" as explained in that section's preamble.

Project Objective: This project will support the other PFC projects in the County's application that will serve to preserve capacity at the Airport.

Attachment B

Table 1

Funding Sources

Pro No.	Project Title	PFC Revenue Requested					Approved AIP		Anticipated AIP			Anticipated BIL Funding	CDOT Funds	Local Funding	Total Project Cost
		PFC Level	Pay-Go	Bond Capital	Finance & Interest	Total PFC	AIP Funds	Grant No.	AIP Funds	Year Anticipated	AIP Discretionary				
7.01	GA Apron Rehabilitation- Design	$4.50	$48,889	$0	$0	$48,889	$0		$0		$0	$0	$440,000	$0	$488,889
7.02	GA Apron Rehabilitation- Const. Phase 1	$4.50	$223,526	$0	$0	$223,526	$0		$983,513		$2,011,731	$1,028,218	$223,526	$0	$4,470,514
7.03	Rehabilitate Connectors A4-A8	$4.50	$112,415	$0	$0	$112,415	$0		$989,248		$0	$1,034,214	$112,415	$0	$2,248,292
7.04	GA Apron Expansion- Drainage Imp.	$4.50	$56,859	$0	$0	$56,859	$0		$0		$0	$1,023,462	$56,859	$0	$1,137,180
7.05	GA Apron Exp. & Adjust RW 17 RPZ South	$4.50	$250,000	$0	$0	$250,000	$0		$0		$4,500,000	$0	$250,000	$0	$5,000,000
7.06	GA Apron Rehabilitation- Phase 2	$4.50	$208,333	$0	$0	$208,333	$0		$1,000,000		$2,000,000	$750,000	$208,333	$0	$4,166,666
7.07	ALP Update	$4.50	$13,889	$0	$0	$13,889	$0		$0		$0	$250,000	$13,889	$0	$277,778
7.08	PFC Administrative Costs	$4.50	$17,138	$0	$0	$17,138	$0		$0		$0	$0	$0	$0	$17,138
			$931,049	$0	$0	**$931,049**	**$0**		**$2,972,761**		**$8,511,731**	**$4,085,894**	**$1,305,022**	**$0**	**$17,806,457**

SOURCE: Gunnison–Crested Butte Regional Airport, April 2023.

Table 2

Current PFC Impose and Use Authority (3/31/2023)

Application	Impose Authority	Use Authority	Expenditures (through 3/31/2023)	Remaining Authority to Collect
93-01-C-00-GUC	$702,133	$702,133		$702,133
93-01-C-01-GUC	105,320	105,320		$105,320
93-01-C-02-GUC	102,509	102,509		$102,509
Total Application 01	$909,962	$909,962	$909,962	$0
98-02-C-00-GUC	$619,631	$619,631		$619,631
98-02-C-01-GUC	(435,877)	(435,877)		($435,877)
98-02-C-02-GUC	(4,680)	(4,680)		($4,680)
Total Application 02	$179,074	$179,074	$145,234	$33,840
01-03-C-00-GUC	$480,667	$480,667		
Total Application 03	$480,667	$480,667	$480,667	$0
04-04-C-00-GUC	$2,278,137	$2,278,137		
04-04-C-01-GUC	(586,273)	(586,273)		
Total Application 04	$1,691,864	$1,691,864	$1,614,865	$76,999
09-05-C-00-GUC	$396,438	$396,438		
09-05-C-01-GUC	104,068	104,068		
Total Application 05	$500,506	$500,506	$148,047	$352,459
12-06-C-00-GUC	$452,445	$452,445	$0	$452,445
Total Current Authority	**$4,214,518**	**$4,214,518**	**$3,298,775**	**$915,743**

SOURCE: FAA SOAR, December 31, 2022, April 2023.

Table 3

Proposed PFC Impose and Use Authority (3/31/2023)

Application	Impose Authority	Use Authority	Expenditures (through 3/31/2023)	Remaining Authority to Collect
93-01-C-00-GUC	$702,133	$702,133		$702,133
93-01-C-01-GUC	105,320	105,320		$105,320
93-01-C-02-GUC	102,509	102,509		$102,509
Total Application 01	$909,962	$909,962	$909,962	$0
98-02-C-00-GUC	$619,631	$619,631		$619,631
98-02-C-01-GUC	(435,877)	(435,877)		($435,877)
98-02-C-02-GUC	(4,680)	(4,680)		($4,680)
Total Application 02	$179,074	$179,074	$145,234	$33,840
01-03-C-00-GUC	$480,667	$480,667		
Total Application 03	$480,667	$480,667	$480,667	$0
04-04-C-00-GUC	$2,278,137	$2,278,137		
04-04-C-01-GUC	(586,273)	(586,273)		
Total Application 04	$1,691,864	$1,691,864	$1,614,865	$76,999
09-05-C-00-GUC	$396,438	$396,438		
09-05-C-01-GUC	104,068	104,068		
Total Application 05	$500,506	$500,506	$148,047	$352,459
12-06-C-00-GUC	$452,445	$452,445	$0	$452,445
Proposed 23-07-C-00-GUC	**$931,049**	**$931,049**		
	$931,049	$931,049	$0	$931,049
Total Proposed Authority	**$5,145,567**	**$5,145,567**	**$3,298,775**	**$1,846,792**

SOURCE: FAA SOAR, December 31, 2022, April 2023.

Table 4

PFC Revenue Collection Projections

Fiscal Year ending December 31	Through 09/30/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027 (*Jan - Oct*)
Enplanements [1/]		53,451	54,297	55,170	56,053	47,381
PFC Level		$4.50	$4.50	$4.50	$4.50	$4.50
Less: Airline Collection Fee		($0.11)	($0.11)	($0.11)	($0.11)	($0.11)
		$4.39	$4.39	$4.39	$4.39	$4.39
Percent of passengers paying a PFC		93%	93%	93%	93%	93%
Enplaned passengers paying a PFC		49,709	50,496	51,308	52,129	44,064
PFC collections from airlines		$218,224	$221,678	$225,243	$228,848	$193,442
Cumulative	4,058,132	$4,276,357	$4,498,035	$4,723,278	$4,952,125	$5,145,567

NOTES:

1/ Enplanements based on FAA TAF Forecast 2023

SOURCE: FAA AEP SOAR, April 2023

ATTACHMENT C-02

Air Carrier Consultation Meeting

Gunnison County
COLORADO

May 31, 2023

PFC NOI - Application 23-07-C-00-GUC

Air Carrier Consultation Meeting

PRESENTED TO:

GUC Air Carriers

PRESENTED BY:

Rick Lamport, Gunnison-Crested Butte Regional Airports
Michael Scott, Ricondo & Associates, Inc.

RICONDO®

Gunnison Crested Butte
REGIONAL AIRPORT

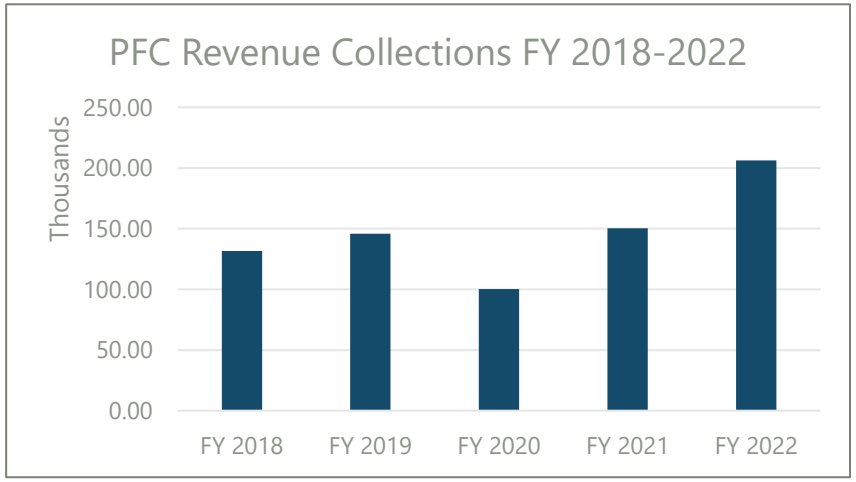
Agenda

- Notice to air carriers and consultation meeting
- PFC overview at Gunnison Crested Butte Regional Airport
- Air carrier requirements
- Proposed PFC Application 23-07-C-00-GUC
- Schedule and next steps
- Questions

PFC Overview at Gunnison Crested Butte Regional Airport

PFC Application History (1993 – Present)

Application Number	Approved for Collection	Approved for Use
93-01-C-02-GUC	$909,962	$909,962
98-02-C-02-GUC	179,074	179,074
01-03-C-00-GUC	480,667	480,667
04-04-C-01-GUC	1,691,864	1,691,864
09-05-C-01-GUC	500,506	500,506
12-06-C-00-GUC	452,445	452,445
PFC Total	**$4,214,518**	**$4,214,518**



Current Status[1/]

- 6 approved applications
- 3 active; 3 closed applications
- PFC authority expires August 1, 2023
- Total PFC revenue collected: $4.1M
- PFC Collection Level: $4.50
- $4.2M of impose and use authority

Note: 1/ Status as of March 31, 2023

Notice to Air Carriers and Consultation Meeting

- On April 24, 2023, the Gunnison County provided written notice to the air carriers that it would hold this consultation meeting; the notice included:
  - Project descriptions
  - PFC level and total PFC revenue
  - Charge effective and expiration dates
  - Class of air carriers not required to collect the PFC
  - Date, time, and location of air carrier consultation meeting

- This meeting provides all information required under 14 CFR, §158.23(b) regarding consultation with air carriers
  - Project descriptions
  - Project justifications
  - Detailed project financial plans

Air Carrier Requirements

- In accordance with 14 CFR, §158.23, each air carrier shall provide written certification of agreement or disagreement with the proposed application by Friday, June 30, 2023.
  - If an air carrier does not provide certification, the air carrier is considered to have certified its agreement
  - A certification of disagreement must contain the reasons for such disagreement; the absence of such reasons shall void the certification of disagreement

- Certifications should be sent to:

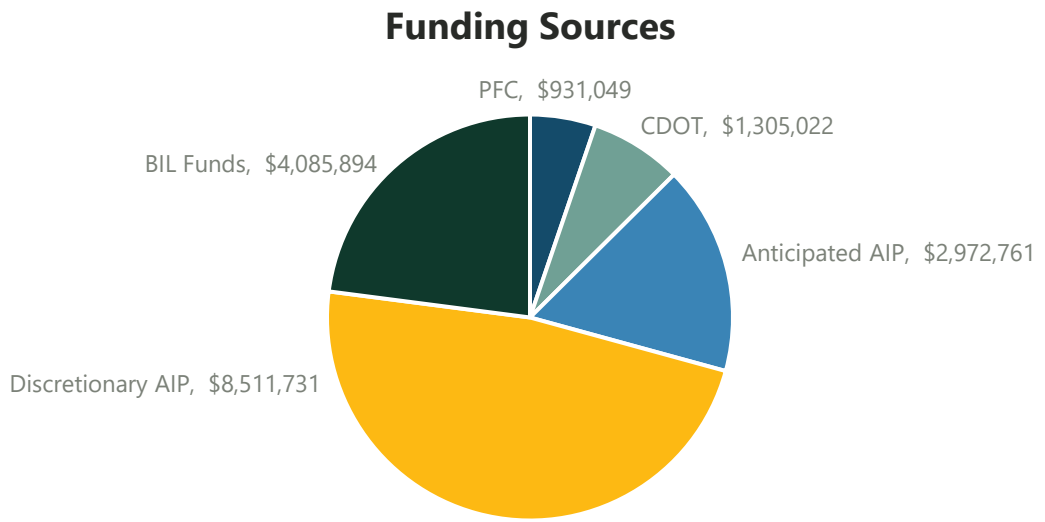
  Mr. Rick Lamport
  Airport Manager
  Gunnison-Crested Butte Regional Airports
  519 Rio Grande Avenue, Gunnison, CO 81230
  E-mail: RLamport@gunnisoncounty.org

New PFC Application 23-07-C-00-GUC

- Requesting **$931,049** of PFC Impose and Use authority

Pro No.	Project Title	PFC Level	PFC Revenue Requested: Pay-Go	Bond Capital	Financing	Total PFC	Anticipated AIP Funding: AIP Funds	AIP Discretionary	Anticipated BIL Funding: BIL Funds	CDOT Funding	Airport Fund	Total
7.01	GA Apron Rehabilitation- Design	$4.50	$ 48,889	$ -	$ -	$ 48,889	$ -	$ -	$ -	$ 440,000	$ -	$ 488,889
7.02	GA Apron Rehabilitation- Const. Phase 1	$4.50	$ 223,526	$ -	$ -	$ 223,526	$ 983,513	$ 2,011,731	$ 1,028,218	$ 223,526	$ -	$ 4,470,514
7.03	Rehabilitate Connectors A4-A8	$4.50	$ 112,415	$ -	$ -	$ 112,415	$ 989,248	$ -	$ 1,034,214	$ 112,415	$ -	$ 2,248,292
7.04	GA Apron Expansion- Drainage Imp.	$4.50	$ 56,859	$ -	$ -	$ 56,859	$ -	$ -	$ 1,023,462	$ 56,859	$ -	$ 1,137,180
7.05	GA Apron Exp. & Adjust RW 17 RPZ South	$4.50	$ 250,000	$ -	$ -	$ 250,000	$ -	$ 4,500,000	$ -	$ 250,000	$ -	$ 5,000,000
7.06	GA Apron Rehabilitation- Phase 2	$4.50	$ 208,333	$ -	$ -	$ 208,333	$ 1,000,000	$ 2,000,000	$ 750,000	$ 208,333	$ -	$ 4,166,666
7.07	ALP Update	$4.50	$ 13,889	$ -	$ -	$ 13,889	$ -	$ -	$ 250,000	$ 13,889	$ -	$ 277,778
7.08	PFC Administrative Costs	$4.50	$ 17,138	$ -	$ -	$ 17,138	$ -	$ -	$ -	$ -	$ -	$ 17,138
	Total		$ 931,049	$ -	$ -	**$ 931,049**	**$ 2,972,761**	**$ 8,511,731**	**$ 4,085,894**	**$ 1,305,022**	**$ -**	**$ 17,806,457**

- Application details:
  - 8 proposed projects
  - PFC collection level: $4.50
  - All projects on a pay-as-you-go basis
  - Effective date: August 1, 2023
  - Estimated expiration date: October 1, 2027



7.01: GA Apron Rehabilitation - Design

Funding Sources	
PFC Pay-Go	$440,000
CDOT Funds	$48,889
Total	**$488,889**

- Description:
  - Project funds for design services and associated study for the General Aviation (GA) Apron Rehabilitation
  - GA Apron is approximately 41,500 square feet
  - Rehabilitated in 2 phases
- Justification:
  - Project preserves capacity of the airfield
  - Sections of the GA Apron was last rehabilitated in June 1992 and June 2002 respectively which exceeds FAA's 10 years criteria
  - Pavement Condition Index (PCI) rating 42 (poor condition)
  - Distresses in pavement creating FOD conditions

7.02: GA Apron Rehabilitation – Construction Phase I

Funding Sources	
PFC Pay-Go	$223,526
CDOT	$223,526
Discretionary AIP	$2,011,731
Anticipated AIP	$983,513
BIL Funds	$1,028,218
Total	**$4,470,514**

- Description:
  - Phase I entails full depth reconstruction and rehabilitation of the GA Apron
  - Removes and replaces approximately 35,000 square yards of the existing pavements
  - Provides for improvements to pavement drainage;
  - installs electrical equipment
  - Restripes all affected areas
- Justification:
  - Preserves capacity of the airfield
  - GA Apron was last rehabilitated in June 1992
  - PCI rating 42 (poor condition)
  - Distresses in pavement creating FOD conditions and uneven surfaces

7.03: Taxiway Connectors A4-A8 Rehabilitation

Funding Sources	
PFC Pay-Go	$112,415
CDOT	$112,415
Anticipated AIP	$989,248
BIL Funds	$1,034,214
Total	**$2,248,292**

- Description:
  - Project funds for design, permitting, construction, and construction administration for Taxiway A Connectors at A4, A5, A6, and A8
  - Rehabilitates approximately 14,000 square yards of taxiway pavement
  - Only rehabilitates affected areas not addressed in the 2017 Runway 6-24 project
- Justification:
  - Preserves capacity of the airfield
  - Taxiway Connectors A5, A6, A7, and A8 was last rehabilitated in May 2004
  - Taxiway Connector A4 was last rehabilitated in August 2006
  - All pavement sections have exceeded useful life
  - Taxiway Connectors have PCI ratings ranging from 33 to 54 (poor condition)
  - Distresses in pavement creating FOD conditions

7.04: GA Apron Expansion – Drainage Improvements

Funding Sources	
PFC Pay-Go	$56,859
CDOT	$56,859
BIL Funds	$1,023,462
Total	**$1,137,180**

- Description:
  - Project funds for the study, design, and construction of the drainage improvements west of the Main Terminal
  - Study will evaluate options and make infrastructure improvements to best address storm water drainage water flow issues at the Airport
  - Project also installs a drainage pipe that extends from Taxiway A to an outfall area beyond the Airport's perimeter fence
  - Regrades area to improve drainage
- Justification:
  - Preserves capacity
  - Open drainage ditch has flooded and made sections of the airfield and taxiway system unusable during major rain events
  - Vegetation and standing water attract birds which pose a potential threat to aircraft
  - Requires annual maintenance to maintain

7.05: GA Apron Expansion and Runway 17 RPZ South Adjustment

Funding Sources	
PFC Pay-Go	$250,000
CDOT	$250,000
Discretionary AIP	$4,500,000
Total	**$5,000,000**

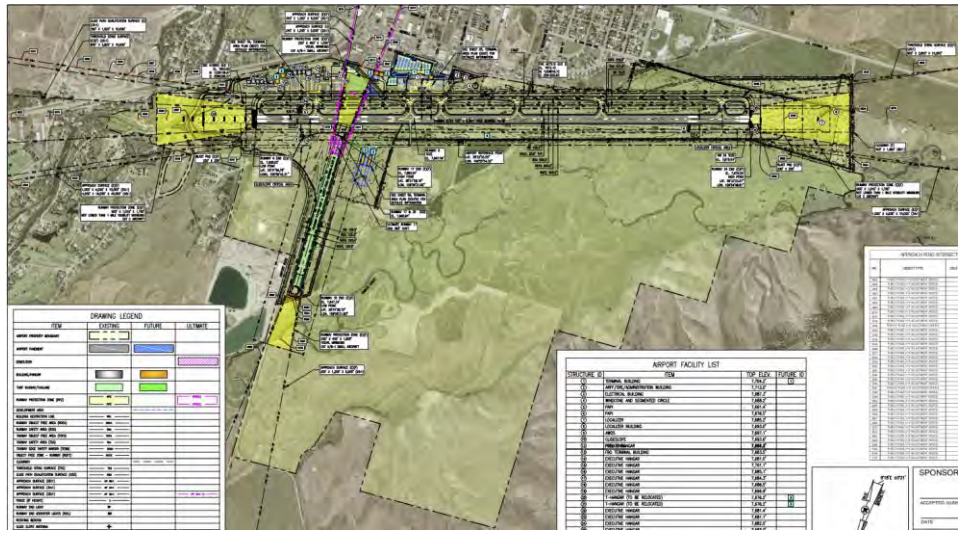
- Description:
  - Project funds for the study, design, and construction of the GA Apron Expansion and adjustments to the Runway 17 RPZ
  - Project extends the current GA Apron east to the drainage ditch
  - Install electrical conduits, lights, signage, and striping to the extended area
  - Project will also reduce the length of Runway 17-35 (turf) to adjust the RPZ southward to allow for development of the new GA Apron area
- Justification:
  - Allow the County evaluate better uses of the land

7.06: GA Apron Rehabilitation – Construction Phase II

Funding Sources	
PFC Pay-Go	$208,333
CDOT	$208,333
Discretionary AIP	$2,000,000
Anticipated AIP	$1,000,000
BIL Funds	$750,000
Total	**$4,166,666**

- Description:
  - Phase II entails the full depth reconstruction of the GA Apron
  - Removes and replaces approximately 8,500 square yards of existing pavements
  - Provides for improvements to pavement drainage;
  - Installs electrical equipment
  - Restripe affected areas
- Justification:
  - Preserves capacity of the airfield
  - GA Apron was last rehabilitated in June 2002
  - PCI rating 33 (poor condition)
  - Distresses in pavement creating FOD conditions

7.07: Airport Layout Plan Update



- Description:
  - Funds the development of Airport Layout Plan (ALP) Update
  - ALP depicts the full build-out of aviation and non-aviation related facilities to be developed
- Justification:
  - GUCs previous full Master Plan Study was completed in 2016
  - New ALP update will address changes to the Airport since 2016

Funding Sources	
PFC Pay-Go	$13,889
CDOT	$13,889
BIL Funds	$250,000
Total	**$277,778**

7.08: PFC Administrative Cost

Funding Source	
PFC Pay-Go	$17,138
Total	**$17,138**

- Description:
  - This project funds for costs associated with the development and implementation of the County's application to impose and use PFC revenue for the projects listed in this application
- Justification:
  - Retaining a PFC consultant helps ensure PFC applications are filed according to the rules and regulations determined by the FAA. This project is eligible in accordance with Part 158.13(b), "allowable cost" as explained in that section's preamble

Process and Schedule

Milestone	Timeframe	
Notice letter mailed to airlines	April 24	✓
Post Public Notice	May 30	
Air carrier consultation	**May 31**	**Today**
Public comments deadline	June 30	
Air carrier comments deadline	June 30	
Submit application to FAA	July 3	
FAA decision	30 days after submission	
Proposed collection start	August 1, 2023	

QUESTIONS?

PFC NOI 23-07-C-00-GUC

May 31, 2023

Air Carrier Consultation Meeting

10:00 A.M. (MDT)

Gunnison Crested Butte Regional Airport

Virtual (Microsoft Teams)

MEETING FACILITATOR:	Michael Scott Ricondo & Associates, Inc. (Ricondo)
NOTE TAKER(S):	Michael Scott

MEETING ATTENDEES	REPRESENTING	EMAIL
Rick Lamport	GUC	RLamport@gunnisoncounty.org
Stephanie Petsch	GUC	SPetsch@gunnisoncounty.org
Perry Solheim	GUC	psolheim@gunnisoncounty.org
Patrick Bowes	American Airlines	Patrick.Bowes@aa.com
Daniel Mehl	United Airlines	daniel.mehl@united.com
Carolyn Harris	United Airlines	carolyn.harris@united.com
Mark Duebner	JSX	mark.duebner@jsx.com
Bryan Elliott	Ricondo	belliott@ricondo.com
Keryse Deng	Ricondo	kdeng@ricondo.com
Michael Scott	Ricondo	mscott@ricondo.com

SUMMARY OF MEETING NOTES

The meeting began at 10:00 am (MDT). Mr. Scott started with introductions of participants and provided an overview of the purpose of the meeting and the need for air consultation for the new application.

Mr. Scott provided an overview of the Gunnison Crested Butte Regional Airport (Airport or GUC) Passenger Facility Charge (PFC) Program:

- PFCs have been imposed at GUC since 1993
- Since PFC program inception, 6 approved PFC applications
- 3 active and 3 closed PFC applications
- PFC authority expires August 1, 2023
- Total PFC revenue collected: $4.1M
- PFC Collection level is $4.50
- Total approved impose and use authority is $4.2M

Mr. Scott then described the requirements for information provided during the Air Carrier Consultation Meeting and the requirements of the Air Carriers. Additionally, identified the date that the Notice to Air Carriers letters was mailed on April 24, 2023.

- Mr. Scott provided the address/e-mail of Rick Lamport (GUC) to submit any certifications of agreement/disagreement

Mr. Scott introduced the proposed PFC 23-07-C-00-GUC (PFC 23-07) provided details of each project:

New PFC 23-07 Application

Mr. Scott informed the air carriers, this consultation is for new PFC 23-07 Application

Mr. Scott described the following attributes of the new PFC Application:

- Eight (8) proposed projects
- Provided levels of various funding sources, PFC, awarded AIP, anticipated AIP, BIL funding, CDOT funding, and local contributions
- PFC collection amount for each project $4.50
- Estimated total PFC authority to impose and use under this application: $931,049
- Proposed charge effective date: August 1, 2023 (which reflects the estimated charge expiration date for approved PFC Application No. 12-06-C-00-GUC)
- Estimated charge expiration date: October 1, 2027
- All projects are on a Pay-as-you-go basis

Mr. Scott then provided details of the 8 proposed PFC projects, focusing on high points of description, need for the project, specific project funding:

- GA Apron Rehabilitation-Design
  - No comments from air carriers
- GA Apron Rehabilitation-Construction Phase 1
  - No comments from air carriers
- Rehabilitate Connectors A4-A8
  - No comments from air carriers
- GA Apron Expansion – Drainage Improvement
  - No comments from air carriers
- GA Apron Rehabilitation – Phase 2
  - No comments from air carriers
- GUC ALP Update
  - No comments from air carriers
- PFC Administrative Costs
  - No comments from air carriers

Mr. Scott provided a schedule of the application process:

- Indicated the date the Notice to Air Carriers letter was issued on April 24, 2023
- Indicated the date the Public Notice was posted on the GUC website, May 30, 2023
- Air Carrier and public comments deadline is June 30, 2023
- Application submission is in July 2023 after presented to County Commissioners
- FAA Decision is expected 30 days after decision

Meeting was then opened for additional questions

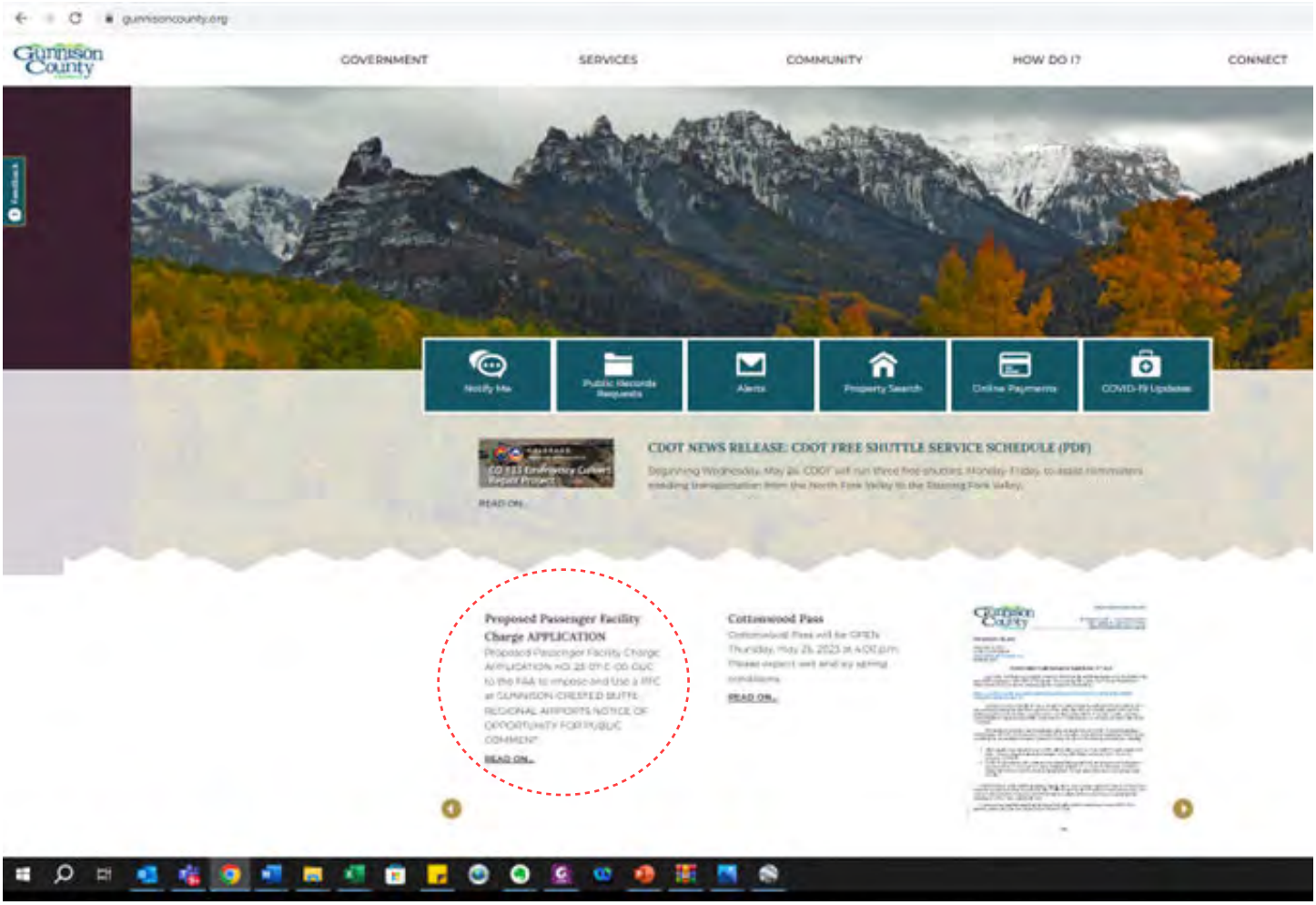
Mr. Scott adjourned the meeting at 10:41 AM (MDT).

ATTACHMENT C-03

Screenshot of Public Notice

Michael Scott

From: Michael Scott
Sent: Tuesday, May 30, 2023 3:32 PM
To: Michael Scott
Subject: Screenshot of Gunnison County PFC Application 23-07



Michael L. Scott | Director

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ATTACHMENT C-04

Public Notice

Gunnison County
COLORADO

Michael Scott

From: Michael Scott
Sent: Tuesday, May 30, 2023 3:40 PM
To: Michael Scott
Subject: Copy of Public Notice posted on Website - May 30, 2023

Public Notice was posted on the Gunnison County Website at the following location:

https://www.gunnisoncounty.org/CivicAlerts.aspx?AID=273

News Flash

Carousel - Main Page (Top)

Posted on: May 30, 2023

Proposed Passenger Facility Charge APPLICATION

519 Rio Grande Avenue ▫ Gunnison, Colorado 81230 ▫ P 970.641.2304 ▫ F 970.641.8559
May 30, 2023
Gunnison COUNTY
Proposed Passenger Facility Charge APPLICATION nO. 23-07-C-00-GUC to the FAA to Impose and Use a PFC at GUNNISON-CRESTED BUTTE REGIONAL AIRPORTS
NOTICE OF OPPORTUNITY FOR PUBLIC COMMENT
Gunnison County (the County) has determined the need to submit to the Federal Aviation Administration (FAA) a Passenger Facility Charge (PFC) Application to impose at Gunnison-Crested Butte Regional Airports (GUC or the Airport) and to concurrently use PFC revenue at the Airport. The County has issued this public notice as part of the PFC application process as per Title 14 Code of Regulation (CFR) Part 158.24 *Notice and Opportunity for Public Comment.*
Comment Period: The County will accept public comments on the proposed PFC Application No. 23-07-C-00-GUC (PFC 23-07) from the day of posting through Friday, June 30, 2023.
County Point of Contact: Comments may be mailed to Mr. Rick Lamport, Airport Manager, Gunnison - Crested Butte Regional Airports, 519 Rio Grande Avenue, Gunnison, CO 81230 or e-mailed at RLamport@gunnisoncounty.org.
The following information is provided in accordance with 14 CFR 158.24(b)(1):
The County will seek Authority from the FAA to impose and use PFCs with the following characteristics:

PFC Level: A four dollar and fifty cent ($4.50) charge on passengers enplaned at the Airport.
Charge Effective Date: August 1, 2023 (which reflects the estimated charge expiration date for proposed amendment No. 2 to approved PFC Application No. 12-06-C-00-GUC).
Estimated Charge Expiration Date: October 1, 2027
Estimated Total PFC Impose and Use Revenue: $931,049
Projects for which the County is seeking Impose and Use Authority:
7.01. GA Apron Rehabilitation – Design

Project Description: This project funds for the design services and associated study for the General Aviation (GA) Apron Rehabilitation project at GUC. The current GA Apron is located west of the Terminal and is approximately 41,500 square yards constructed with asphalt concrete (AC).
Project Justification: This project preserves capacity of the airport. The GA Apron pavements were last rehabilitated over 10 years ago and now show major signs of surface distress. According to the Airport Improvement Program Handbook, (AIP Handbook) the GA Apron pavements have exceeded the minimum useful life criterion for pavement rehabilitation. The rehabilitation of these surfaces will provide for better taxiing surfaces and extend the useful life of these pavements.

7.02 GA Apron Rehabilitation – Construction Phase I
Project Description: This project funds for phase I full depth reconstruction and rehabilitation of the GA Apron. This project entails removing and replacing approximately 35,000 square yards of the existing pavements. Additionally, this project will provide improvements to the pavement drainage, install electrical equipment, and restripe all affected areas.
Project Justification: This project preserves capacity of the airport. According to the AIP Handbook the minimum useful life criterion for pavement rehabilitation is 10 years. This section of the GA apron was last rehabilitated in June 1992, which exceeds FAA criteria. Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

7.03 Taxiway Connectors A4-A8 Rehabilitation
Project Description: This project funds for design, permitting, construction, and construction administration for Taxiway A Connectors at A4, A5, A6, and A8. This project will rehabilitate approximately 14,000 square yards of pavement of those taxiway connector areas not addressed in the 2017 Runway 6-24 Rehabilitation project.
Project Justification: This project preserves capacity of the airport. According to AIP Handbook, the minimum useful life criterion for pavement rehabilitation is 10 years. The Taxiway Connectors at A5, A6, A7 and A8 were last rehabilitated in May 2004, and A4 was last rehabilitated in August 2006, which exceeds FAA criteria. Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

7.04 GA Apron Expansion – Drainage Improvements
Project Description: Project funds for the study, design, and construction of the drainage improvements west of the Main Terminal. This study will evaluate options and make infrastructure improvements to best address storm water drainage water flow issues at the Airport. Furthermore, this project also installs a drainage pipe that extends from Taxiway A to an outfall area beyond the Airport's perimeter fence.
Project Justification: During major rain events, the ditch has flooded and made sections of the airfield and taxiway system unusable. Additionally, Airport staff are required to annually maintain this ditch by cutting vegetation and removing excess sediment and debris. The vegetation and standing water attract birds which pose a potential threat to aircraft. The installation of the underground pipe will preserve the capacity of the Airport, by alleviating a potential bird threat and flooding events and allowing the airport to gain additional ramp space.

7.05 GA Apron Expansion and Runway 17 RPZ South Adjustment

Project Description: The Project funds for the study, design, and construction of the GA Apron Expansion and adjustments to the Runway 17 Runway Protection Zone (RPZ). This project will extend the current GA Ramp east to the drainage ditch. The extended area will also install electrical conduits, lights, signage, and striping. The project will also reduce the length of Runway 17-35 (turf) to adjust the RPZ southward to allow for development of the new GA Apron area.

Project Justification: This project mitigates RPZ development restrictions to provide for additional GA ramp space and allows the Airport to evaluate options for better use of the land.

7.06 GA Apron Rehabilitation – Construction Phase II

Project Description: This project funds for phase II full depth reconstruction and rehabilitation of the GA Apron. This project entails removing and replacing approximately 8,500 square yards of the existing pavements. Additionally, this project will provide improvements to the pavement drainage, install electrical equipment, and restripe all affected areas.

Project Justification: This project preserves capacity of the airport. According to the AIP Handbook the minimum useful life criterion for pavement rehabilitation is 10 years. The GA apron was last rehabilitated in June 2002, which exceeds FAA criteria. Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

7.07 Airport Layout Plan Update

Project Description: This project funds for the development of an Airport Layout Plan (ALP) Update for GUC. The ALP is a drawing set that depicts the full build-out of aviation- and non-aviation-related facilities associated with the preferred development to be developed.

Project Justification: GUC's previous full Master Plan Study was conducted in 2015 and completed in 2016. The ALP update will address any changes since the completion of the Master Plan study. The ALP is public document and serves as a record of present and future aeronautical requirements and developments. Additionally, the ALP contains information used by the FAA to program future funding assistance and to gauge the airport's compliance with design standards and grant assurances.

7.08 PFC Administrative Cost

Project Description: This project provides for the preparation and implementation of an application to "Impose and Use" a PFC at GUC, which will be submitted to the FAA. The consultant will gather the necessary project, financial, and statistical information; prepare the required public notice; prepare the required air carrier consultation notice; ensure that all procedural requirements are met during the air carrier meeting; prepare the application; prepare the response to air carrier comments; provide the completed application in a format ready for execution and submission; and prepare the air carrier notice upon FAA approval.

Project Justification: Retaining a PFC consultant helps ensure PFC Applications are filed according to the rules and regulation determined by the FAA. Administrative cost is eligible in accordance with 14 CFR 158.3 PFC Administrative Support Cost

Bottom of Form

Funding Sources for PFC 23-07

Pro	No.	Project Title	PFC	Level	PFC Revenue Requested		Amt. AIP Funding	Discretionary AIP	BIL Funding	CI Fu
					Pay-Go	Total PFC				
7.01		GA Apron Rehabilitation-Design	$4.50		$48,889	$48,889	$0	$0	$0	$4
7.02		GA Apron Rehabilitation-Const. Phase 1	$4.50		$223,526	$223,526	$983,513	$2,011,731	$1,028,218	$2
7.03		Rehabilitate Connectors A4-A8	$4.50		$112,415	$112,415	$989,248	$0	$1,034,214	$1
7.04		GA Apron Expansion-Drainage Imp.	$4.50		$56,859	$56,859	$0	$0	$1,023,462	$5
7.05		GA Apron Exp. & Adjust RW 17 RPZ South	$4.50		$250,000	$250,000	$0	$4,500,000	$0	$2
7.06		GA Apron Rehabilitation-Phase 2	$4.50		$208,333	$208,333	$1,000,000	$2,000,000	$750,000	$2
7.07		ALP Update	$4.50		$13,889	$13,889	$0	$0	$250,000	$1
7.08		PFC Administrative Costs	$4.50		$17,138	$17,138	$0	$0	$0	$0
		Total			**$931,049**	**$931,049**	**$2,972,761**	**$8,511,731**	**$4,085,894**	**$1**

Michael L. Scott | Director

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TEL +1 214-989-4800 x359 | **MOBILE** +1 571-235-5552 | **DIRECT** +1 832-266-1259

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ATTACHMENT C-05

Mailing Receipts for Air Carrier Consultation Meeting

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Chicago, IL 60606

Certified Mail Fee	$4.15
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$3.35
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$0.00
Postage	$2.22
Total Postage and Fees	$9.72

0777 02

Postmark Here

04/26/2023

Sent To: Daniel Mehl - United Airlines
Street and Apt. No., or PO Box No.: P.O. Box 066649
City, State, ZIP+4®: Chicago, IL 60606-0649

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0003 1706 2405

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at *www.usps.com®*.

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Phoenix, AZ 85008

Certified Mail Fee	$4.15
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$3.35
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	
Postage	$2.22
Total Postage and Fees	$9.72

0777 02

Postmark Here

04/26/2023

Sent To: Jonathan Ornestein - Mesa Airlines
Street and Apt. No., or PO Box No.: 410 North 44th St.
City, State, ZIP+4®: Phoenix, AZ 85008

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0003 1706 2382

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

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Saint George, UT 84790

Certified Mail Fee	$4.15
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$3.35
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	
Postage	$2.22
Total Postage and Fees	$9.72

0777 02

Postmark Here

04/26/2023

Sent To: Chip Childs - SkyWest Airlines
Street and Apt. No., or PO Box No.: 444 South River Road
City, State, ZIP+4®: St. George, UT 84790

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0003 1706 2375

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

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Dallas, TX 75261

Certified Mail Fee	$4.15
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$3.35
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$0.00
Postage	$0.00
Total Postage and Fees	$2.22

0777 02

Postmark Here

04/26/2023

Sent To: Patrick Bowes - American Airlines
Street and Apt. No., or PO Box No.: P.O. Box 619616
City, State, ZIP+4®: Dallas/Ft. Worth A/P, TX 75261

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Total Postage and Fees	$9.72

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Postage	$2.22
Total Postage and Fees	$9.72

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City, State, ZIP+4®: Dallas, TX 75247

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$ $3.35	
Extra Services & Fees (check box, add fee as appropriate) $0.00	
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☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
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☐ Adult Signature Restricted Delivery $	
Postage $2.22	04/26/2023
$	
Total Postage and Fees $9.72	
$	

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Denver, CO 80249

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Certified Mail Fee $4.15	0777 02
$ $3.35	
Extra Services & Fees (check box, add fee as appropriate) $0.00	
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☐ Return Receipt (electronic) $ $0.00	
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☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $2.22	04/26/2023
$	
Total Postage and Fees $9.72	
$	

Sent To: Rebecca Wersal - FAA Denver
Street and Apt. No., or PO Box No.: 26805 E. 68th Ave., Suite 224
City, State, ZIP+4®: Denver, CO 80249

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Dallas, TX 75234

OFFICIAL USE

Certified Mail Fee $4.15	0777 02
$ $3.35	
Extra Services & Fees (check box, add fee as appropriate) $0.00	
☐ Return Receipt (hardcopy) $ $0.00	Postmark Here
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $2.22	04/26/2023
$	
Total Postage and Fees $9.72	
$	

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City, State, ZIP+4®: Dallas, TX 75234

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04/26/2023 09:24 AM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope Dallas, TX 75234 Weight: 0 lb 4.10 oz Estimated Delivery Date Sat 04/29/2023	1		$2.22
Certified Mail® Tracking #: 70220410000317075023			$4.15
Return Receipt Tracking #: 9590 9402 7673 2122 5098 19			$3.35
Total			$9.72
First-Class Mail® Large Envelope Denver, CO 80249 Weight: 0 lb 4.10 oz Estimated Delivery Date Fri 04/28/2023	1		$2.22
Certified Mail® Tracking #: 70220410000317062337			$4.15
Return Receipt Tracking #: 9590 9402 7673 2122 5098 26			$3.35
Total			$9.72
First-Class Mail® Large Envelope North Olmsted, OH 44070 Weight: 0 lb 4.10 oz Estimated Delivery Date Mon 05/01/2023	1		$2.22
Certified Mail® Tracking #: 70220410000317062344			$4.15
Return Receipt Tracking #: 9590 9402 7673 2122 5098 33			$3.35
Total			$9.72
First-Class Mail® Large Envelope Hawthorne, CA 90250 Weight: 0 lb 4.10 oz Estimated Delivery Date Mon 05/01/2023	1		$2.22
Certified Mail® Tracking #: 70220410000317062351			$4.15
Return Receipt Tracking #: 9590 9402 7673 2122 5098 57			$3.35
Total			$9.72
First-Class Mail® Large Envelope Dallas, TX 75247 Weight: 0 lb 4.10 oz Estimated Delivery Date Sat 04/29/2023	1		$2.22
Certified Mail® Tracking #: 70220410000317062368			$4.15
Return Receipt Tracking #: 9590 9402 7673 2122 5098 95			$3.35
Total			$9.72
First-Class Mail® Large Envelope	1		$2.22

Tracking #:
9590 9402 7673 2122 5098 95

Total $9.72

First-Class Mail® 1 $2.22
Large Envelope
Saint George, UT 84790
Weight: 0 lb 4.10 oz
Estimated Delivery Date
Sat 04/29/2023
Certified Mail® $4.15
Tracking #:
70220410000317062382
Return Receipt $3.35
Tracking #:
9590 9402 7673 2122 5097 96

Total $9.72

First-Class Mail® 1 $2.22
Large Envelope
Dallas, TX 75261
Weight: 0 lb 4.10 oz
Estimated Delivery Date
Sat 04/29/2023
Certified Mail® $4.15
Tracking #:
70220410000317062375
Return Receipt $3.35
Tracking #:
9590 9402 7673 2122 5095 98

Total $9.72

First-Class Mail® 1 $2.22
Large Envelope
Chicago, IL 60606
Weight: 0 lb 4.10 oz
Estimated Delivery Date
Mon 05/01/2023
Certified Mail® $4.15
Tracking #:
70220410000317062399
Return Receipt $3.35
Tracking #:
9590 9402 7672 2122 8778 58

Total $9.72

First-Class Mail® 1 $2.22
Large Envelope
Phoenix, AZ 85008
Weight: 0 lb 4.10 oz
Estimated Delivery Date
Sat 04/29/2023
Certified Mail® $4.15
Tracking #:
70220410000317062405
Return Receipt $3.35
Tracking #:
9590 9402 8090 2349 4621 64

Total $9.72

Grand Total: $87.48

Credit Card Remit $87.48
Card Name: VISA
Account #: XXXXXXXXXXXX2759
Approval #: 011575
Transaction #: 487
AID: A0000000031010 Chip
AL: VISA CREDIT
PIN: Not Required

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ATTACHMENT C-06

Acknowledgement of Air Carrier Consultation Meeting

Gunnison County
COLORADO

Application PFC 23-07-C-00-GUC

Acknowledged Receipt of Air Carrier Consultation Meeting Notice:

Authorized Signature

V.P. Corporate Real Estate + Airport Affairs
Title

JSX
Air Carrier Name

5/23/23
Date

Please return or scan by May 30, 2023 to:

Rick Lamport
Airport Manager,
Gunnison–Crested Butte Regional Airport
711 West Rio Grande Ave Gunnison, Colorado, 81230
RLamport@gunnisoncounty.org

ATTACHMENT D

Request to Exclude Class(es) of Carriers

Gunnison County
COLORADO

REQUEST TO EXCLUDE CLASS(ES) OF CARRIERS

1. Request to Exclude Class(es) of Carriers

As stated in its letter notifying the air carriers of intent to impose and use PFC revenue at the Airport, the County hereby requests to exclude the following class of carriers from collecting a PFC for the stated reasons:

a. Nonscheduled/On-Demand Air Carriers (ATCO) filing FAA Form 1800-31 are requested to be excluded from the collection of a PFC. The carriers filing or required to file FAA Form 1800-31, to the extent known from CY 2021 filings, and their enplanement levels are as follows:

ATCO Carriers Filing FAA FORM 1800-31

Aero Charter, Inc.(DGCA)	11
Steelman Aviation, Inc. (8SMA)	2
ATCO Total	13
GUC Total	3,552,402
Percentage of Total	0.03%

SOURCE: U.S. DOT ACAIS, May 2023

b. This class of air carriers is requested to be excluded from collecting a PFC because the administrative burden of collecting the charges associated with these carriers would be greater than the revenue that would be collected. The number of passenger enplanements at the Airport by this class of carriers represents an amount less than one percent of the total enplaned passengers at the Airport. In accordance with 14 CFR 158.11, this class of air carriers may be requested to be exempted based on their enplanement levels and cost to the County to collect PFCs from this class of air carriers.

2. Carrier Comments to Exclude this Class of Carrier from PFC Collection

None

3. Response to Opposing Comments

Not Applicable

(Final) Enplanements by Air Carrier for Calendar Year 2021

Gunnison-Crested Butte Regional (GUC)

GUC

Richard Lamport 519 Rio Grande, Gunnison, CO 81230

SCHEDULE TYPE	|----------	ENPLANEMENTS	----------|
CARRIER NAME (CARRIER CODE)	**SCHEDULED**	**NONSCHEDULED**	**TOTAL**
ATCO - Nonscheduled/On-Demand Air Carriers, filing FAA Form 1800-31.			
Aero Charter, Inc. (DGCA)	0	11	11
Steelman Aviation Inc (8SMA)	0	2	2
ATCO Total	0	13	13
CAC - Commuters or Small Certificated Air Carriers, filing T-100.			
ADVANCED AIR, LLC (AN#)	0	14	14
CAC Total	0	14	14
CRAC - Large Certificated Air Carriers, filing T-100.			
American Airlines, Inc. (AA)	6,338	0	6,338
Commutair Aka Champlain Enterprises, Inc. (C5)	9,540	0	9,540
Mesa Airlines, Inc. (YV)	5,142	0	5,142
SkyWest Airlines, Inc. (OO)	17,736	0	17,736
CRAC Total	38,756	0	38,756
SITE TOTAL	38,756	27	38,783

ATTACHMENT E

Alternative Uses/Projects

(Not Required)

ATTACHMENT F

Competition Plan/Update

(Not Applicable)

ATTACHMENT G

ALP/Airspace/Environmental

(Not Required)

ATTACHMENT H

Notice of Intent Project Information

Gunnison County COLORADO

FORM 5500-1, ATTACHMENT H

Fill in all shaded areas, and break projects into major components.

Public Agency:	Gunnison County
Location:	Gunnison, CO
Impose Airport	Gunnison Crested Butte Regional Airpo
Use Airport(s):	Gunnison Crested Butte Regional Airpo

Prj No.	Project Title	PFC Level	PFC Revenue Requested				AIP Funds	Grant No.	Other Revenue	Total Project Cost	Project Type	PFC Objective
			Pay-as-you-go	Bond Capital	Financing	Total PFC						
1	GA Apron Rehabilitation- Design	$4.50	$ 48,889	$ -	$ -	$ 48,889	$0		$440,000	$488,889	Concurrent	Preserve Capacity
2	GA Apron Rehabilitation- Const. Phase 1	$4.50	$ 223,526	$ -	$ -	$ 223,526	$0		$4,246,988	$4,470,514	Concurrent	Preserve Capacity
3	Rehabilitate Connectors A4-A8	$4.50	$ 112,415	$ -	$ -	$ 112,415	$0		$2,135,877	$2,248,292	Concurrent	Preserve Capacity
4	GA Apron Expansion- Drainage Imp.	$4.50	$ 56,859	$ -	$ -	$ 56,859	$0		$1,080,321	$1,137,180	Concurrent	Enhance Capacity
5	GA Apron Exp. & Adjust RW 17 RPZ South	$4.50	$ 250,000	$ -	$ -	$ 250,000	$0		$4,750,000	$5,000,000	Concurrent	Enhance Capacity
6	GA Apron Rehabilitation- Phase 2	$4.50	$ 208,333	$ -	$ -	$ 208,333	$0		$3,958,333	$4,166,666	Concurrent	Preserve Capacity
7	Airport Layout Plan Update	$4.50	$ 13,889	$ -	$ -	$ 13,889	$0		$263,889	$277,778	Concurrent	Preserve Capacity
8	PFC Administrative Costs	$4.50	$ 17,138	$ -	$ -	$ 17,138	$0		$0	$17,138	Concurrent	Preserve Capacity
9						$ -				$0		
10						$ -				$0		
11						$ -				$0		
12						$ -				$0		
13						$ -				$0		
14						$ -				$0		
15						$ -				$0		
16						$ -				$0		
17						$ -				$0		
18						$ -				$0		
19						$ -				$0		
20						$ -				$0		
	Notice Total:		$931,049	$0	$0	$ 931,049						

Proposed Excluded Class(es) of Carrier:

ATCO, Filing FAA Form 1800-31

FORM 5500-1, ATTACHMENT H

Public Agency: Gunnison County
Location: Gunnison, CO

				Physical Dates		Terminal Information					
						Pre-PFC Action			Post-PFC Action		
Prj No.	Project Title	Public Agency No.	Detailed Project Description	Project Start	Project End	Tkt Cntr	Gates	Bag Fac.	Tkt Cntr	Gates	Bag Fac.
1	GA Apron Rehabilitation- Design		This project funds for the design services and associated study for the General Aviation (GA) Apron Rehabilitation project at GUC. The current GA Apron is located west of the Terminal and is approximately 41,500 square yards constructed with asphalt concrete (AC). For more details and exhibits of this project, please go to Appendix: Attachment I-01.	12/1/2022	12/1/2023	NA	NA	NA	NA	NA	NA
2	GA Apron Rehabilitation- Const. Phase 1		This project funds for phase I full depth reconstruction and rehabilitation of the GA Apron. This project entails removing and replacing approximately 35,000 square yards of the existing pavements. Additionally, this project will provide improvements to the pavement drainage, install electrical equipment, and restripe all affected areas. For more details and exhibits of this project, please go to Appendix: Attachment I-02.	6/1/2024	9/1/2024	NA	NA	NA	NA	NA	NA
3	Rehabilitate Connectors A4-A8		This project funds for design, permitting, construction, and construction administration for Taxiway A Connectors at A4, A5, A6, and A8. This project will rehabilitate approximately 14,000 square yards of pavement of those taxiway connector areas not addressed in the 2017 Runway 6-24 Rehabilitation project. For more details and exhibits of this project, please go to Appendix: Attachment I-03.	6/1/2024	6/1/2025	NA	NA	NA	NA	NA	NA
4	GA Apron Expansion- Drainage Imp.		Project funds for the study, design, and construction of the drainage improvements west of the Main Terminal. This study will evaluate options and make infrastructure improvements to best address storm water drainage water flow issues at the Airport. Furthermore, this project also installs a drainage pipe that extends from Taxiway A to an outfall area beyond the Airport's perimeter fence. For more details and exhibits of this project, please go to Appendix: Attachment I-04.	6/1/2025	8/1/2026	NA	NA	NA	NA	NA	NA
5	GA Apron Exp. & Adjust RW 17 RPZ South		The Project funds for the study, design, and construction of the GA Apron Expansion and adjustments to the Runway 17 Runway Protection Zone (RPZ). This project will extend the current GA Ramp east to the drainage ditch. The extended area will also install electrical conduits, lights, signage, and striping. The project will also reduce the length of Runway 17-35 (turf) to adjust the RPZ southward to allow for development of the new GA Apron area. For more details and exhibits of this project, please go to Appendix: Attachment I-05.	6/1/2025	8/1/2026	NA	NA	NA	NA	NA	NA

FORM 5500-1, ATTACHMENT H

 Fill in all shaded areas

Public Agency: Gunnison County
Location: Gunnison, CO

				Physical Dates		Terminal Information					
						Pre-PFC Action			Post-PFC Action		
Prj No.	Project Title	Public Agency No.	Detailed Project Description	Project Start	Project End	Tkt Cntr	Gates	Bag Fac.	Tkt Cntr	Gates	Bag Fac.
6	GA Apron Rehabilitation- Phase 2		This project funds for phase II full depth reconstruction and rehabilitation of the GA Apron. This project entails removing and replacing approximately 8,500 square yards of the existing pavements. Additionally, this project will provide improvements to the pavement drainage, install electrical equipment, and restripe all affected areas. For more details and exhibits of this project, please go to Appendix: Attachment I-06.	6/1/2024	8/1/2025	NA	NA	NA	NA	NA	NA
7	Airport Layout Plan Update		This project funds for the development of an Airport Layout Plan (ALP) Update for GUC. The ALP is a drawing set that depicts the full build-out of aviation- and non-aviation-related facilities associated with the preferred development to be developed. For more details and exhibits of this project, please go to Appendix: Attachment I-07.	9/1/2023	9/1/2024	NA	NA	NA	NA	NA	NA
8	PFC Administrative Costs		This project provides for the preparation and implementation of an application to “Impose and Use” a PFC at GUC, which will be submitted to the FAA. The consultant will gather the necessary project, financial, and statistical information; prepare the required public notice; prepare the required air carrier consultation notice; ensure that all procedural requirements are met during the air carrier meeting; prepare the application; prepare the response to air carrier comments; provide the completed application in a format ready for execution and submission; and prepare the air carrier notice upon FAA approval. For more details and exhibits of this project, please go to Appendix: Attachment I-07.	2/1/2023	12/1/2023	NA	NA	NA	NA	NA	NA
9											
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FORM 5500-1, ATTACHMENT H

Public Agency: **Gunnison County**
Location: **Gunnison, CO**

				Physical Dates		Terminal Information					
						Pre-PFC Action			Post-PFC Action		
Prj No.	Project Title	Public Agency No.	Detailed Project Description	Project Start	Project End	Tkt Cntr	Gates	Bag Fac.	Tkt Cntr	Gates	Bag Fac.

Submit this worksheet with FAA Form 5500.1

If you have any questions about this worksheet, please contact your local Airports District Office

FORM 5500-1, ATTACHMENT H

Public Agency: **Gunnison County**
Location: **Gunnison, CO**

Prj No.	Project Title	Any Disagree	Describe Disagreement and Source	Public Agency Reason For Proceeding
1	GA Apron Rehabilitation- Design	No		
2	GA Apron Rehabilitation- Const. Phase 1	No		
3	Rehabilitate Connectors A4-A8	No		
4	GA Apron Expansion- Drainage Imp.	No		
5	GA Apron Exp. & Adjust RW 17 RPZ South	No		
6	GA Apron Rehabilitation- Phase 2	No		
7	Airport Layout Plan Update	No		
8	PFC Administrative Costs	No		
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Submit this worksheet with FAA Form 5500.1
If you have any questions about this worksheet, please contact your local Airports District Office

FORM 5500-1, ATTACHMENT H

Public Agency: **Gunnison County**
Location: **Gunnison, CO**

Prj No.	Project Title	Project Justification	NEPA Finding	Finding Date	Airspace Finding	Finding Date	Case Number	ALP Finding	Finding Date
1	GA Apron Rehabilitation- Design	This project preserves capacity of the airport. The GA Apron pavements were last rehabilitated over 10 years ago and now show major signs of surface distress. According to the Airport Improvement Program Handbook, (AIP Handbook) the GA Apron pavements have exceeded the minimum useful life criterion for pavement rehabilitation. The rehabilitation of these surfaces will provide for better taxiing surfaces and extend the useful life of these pavements. For more details and exhibits of this project, please go to Appendix: Attachment I-01; CatEx approval in Attachment I-09.	Cat-X	5/19/2023	No			No	
2	GA Apron Rehabilitation- Const. Phase 1	This project preserves capacity of the airport. According to the AIP Handbook the minimum useful life criterion for pavement rehabilitation is 10 years. This section of the GA apron was last rehabilitated in June 1992, which exceeds FAA criteria. Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport. For more details and exhibits of this project, please go to Appendix: Attachment I-02; CatEx approval in Attachment I-09.	Cat-X	5/19/2023	No			Yes	
3	Rehabilitate Connectors A4-A8	This project preserves capacity of the airport. According to AIP Handbook, the minimum useful life criterion for pavement rehabilitation is 10 years. The Taxiway Connectors at A5, A6, A7 and A8 were last rehabilitated in May 2004, and A4 was last rehabilitated in August 2006, which exceeds FAA criteria. Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. For more details and exhibits of this project, please go to Appendix: Attachment I-03; CatEx approval in Attachment I-09.	Cat-X	4/17/2023	No			Yes	

4	GA Apron Expansion- Drainage Imp.	During major rain events, the ditch has flooded and made sections of the airfield and taxiway system unusable. Additionally, Airport staff are required to annually maintain this ditch by cutting vegetation and removing excess sediment and debris. The vegetation and standing water attract birds which pose a potential threat to aircraft. The installation of the underground pipe will preserve the capacity of the Airport, by alleviating a potential bird threat and flooding events and allowing the airport to gain additional ramp space. For more details and exhibits of this project, please go to Appendix: Attachment I-04; CatEx approval in Attachment I-09.	Cat-X	5/19/2023	No			Yes	
5	GA Apron Exp. & Adjust RW 17 RPZ South	This project mitigates RPZ development restrictions to provide for additional GA ramp space and allows the Airport to evaluate options for better use of the land. Additionally, reducing Runway 17-35 (turf) length will result in the southward reduction of the RPZ allowing for development of the GA Ramp expansion project. For more details and exhibits of this project, please go to Appendix: Attachment I-05; CatEx approval in Attachment I-09.	Cat-X	5/19/2023	No			Yes	
6	GA Apron Rehabilitation- Phase 2	This project preserves capacity of the airport. According to the AIP Handbook the minimum useful life criterion for pavement rehabilitation is 10 years. The GA apron was last rehabilitated in June 2002, which exceeds FAA criteria. Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport. For more details and exhibits of this project, please go to Appendix: Attachment I-06; CatEx approval in Attachment I-09.	Cat-X	5/19/2023	No			Yes	
7	Airport Layout Plan Update	GUC's previous full Master Plan Study was conducted in 2015 and completed in 2016. The ALP update will address any changes since the completion of the Master Plan study. The ALP is public document and serves as a record of present and future aeronautical requirements and developments. Additionally, the ALP contains information used by the FAA to program future funding assistance and to gauge the airport's compliance with design standards and grant assurances. For more details and exhibits of this project, please go to Appendix: Attachment I-07; CatEx approval in Attachment I-09.	Cat-X	4/17/2023	No			No	
8	PFC Administrative Costs	Retaining a PFC consultant helps ensure PFC Applications are filed according to the rules and regulation determined by the FAA. Administrative cost is eligible in accordance with 14 CFR 158.3 PFC Administrative Support Cost. For more details and exhibits of this project, please go to Appendix: Attachment I-08; CatEx approval in Attachment I-09.	Cat-X	4/17/2023	N/A			No	
9									
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FORM 5500-1, ATTACHMENT

Public Agency: **Gunnison County**
Location: **Gunnison, CO**

Prj No.	Project Title	PFC Level	Each project project above $3 meets 158.17(a)(2) and (3), plus comments		Other FAA Comments
1	GA Apron Rehabilitation- Design	$4.50			
2	GA Apron Rehabilitation- Const. Phase 1	$4.50			
3	Rehabilitate Connectors A4-A8	$4.50			
4	GA Apron Expansion- Drainage Imp.	$4.50			
5	GA Apron Exp. & Adjust RW 17 RPZ South	$4.50			
6	GA Apron Rehabilitation- Phase 2	$4.50			
7	Airport Layout Plan Update	$4.50			
8	PFC Administrative Costs	$4.50			
9		$0.00			
10		$0.00			
11		$0.00			
12		$0.00			
13		$0.00			
14		$0.00			
15		$0.00			
16		$0.00			
17		$0.00			
18		$0.00			
20		$0.00			

ATTACHMENT I

Project Details and Environmental Approvals (CatEx)

Gunnison County COLORADO

ATTACHMENT I-01

Project 7.01 GA Apron Rehabilitation - Design

Gunnison County
COLORADO

7.01 GA Apron Rehabilitation – Design

Start Date: December 2022
End Date: December 2023
Collection Level: $4.50

Project Funding Source:

Approved AIP	$0
Anticipated AIP	$0
BIL Funds	$0
CDOT Funds	$440,000
PFC (Pay-Go)	$48,889
Authority Funds	$0
Total	**$488,889**

Project Description: This project funds for the design services and associated study for the General Aviation (GA) Apron Rehabilitation project at Gunnison- Crested Butte Regional Airport (GUC) or Airport. The current GA Apron is located west of the Terminal is approximately 41,500 square yards constructed with asphalt concrete (AC) (**Exhibit 1.1**).

The new GA Ramp pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Project Justification. This project preserves capacity of the airport. According to FAA Order 5100.38D Change 1, *Airport Improvement Program Handbook*, (AIP Handbook) the minimum useful life criterion for pavement rehabilitation is 10 years. The GA apron, sections A01GU-01 and A01GU-02 was last rehabilitated in June 1992 and June 2002 respectively, which exceeds FAA criteria (**Table 1.1**).

Table 1.1. Pavement Section Details

Brand ID	Section ID	Surface Type	Last Construction Date	PCI
A01GU	01	AC	June 1, 1992	42
A01GU	02	AC	June 1, 2002	33

The pavement evaluation completed in 2021 by the Colorado Department of Transportation – Division of Aeronautics (CDOA) identified the GA Apron with a Pavement Condition Index (PCI) rating of 42. A PCI below 55 is considered in poor condition.

The distresses identified on the GA Ramp are related to various severities of alligator, block, LTD, shrinkage, and longitudinal/transverse cracking, raveling, weathering, joint sealant damage, small patch,

and depressions. Overall deterioration of the airfield pavement leads to foreign object debris (FOD), a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

Objective: Preserve capacity of the Airport.

Exhibit 1.1 GA Ramp

ATTACHMENT I-02

Project 7.02 GA Apron Rehabilitation - Construction Phase I

Gunnison County
COLORADO

7.02 GA Apron Rehabilitation – Construction Phase I

Start Date: June 2024
End Date: September 2024
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$2,011,731
Anticipated AIP	$983,513
Anticipated BIL Funds	$1,028,218
CDOT Funds	$223,526
PFC (Pay-Go)	$223,526
Authority Funds	$0
Total	**$4,470,514**

Project Description: This project funds for the construction and construction administration for the GA Apron Rehabilitation project at GUC. The current GA Apron is located west of the Terminal is approximately 41,500 square yards constructed with eight (8) inches AC surface course on 20 inches of sub-base and base course.

This project entails a full depth reconstruction GA Ramp. This project will remove approximately 35,000 square yards of the existing 8 inches of AC and address any of the sub-base and base course issues to enhance the integrity of the GA Ramp. Additionally, this project will make drainage improvements, install electrical equipment, and restripe all affected areas. The Portland Cement Concrete (PCC) ramp within the GA Ramp will not be impacted (**Exhibit 2.1**).

The new pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Project Justifications. This project preserves capacity of the airport. According to the AIP Handbook the minimum useful life criterion for pavement rehabilitation is 10 years. The GA apron (section A01GU-01) was last rehabilitated in June 1992, which exceeds FAA criteria (**Table 2.1**).

Table 2.1 Pavement Section Details

Brand ID	Section ID	Surface Type	Last Construction Date	PCI
A01GU	01	AC	June 1, 1992	42

The pavement evaluation completed in 2021 CDOA identified the GA Apron with a PCI rating of 42. A PCI below 55 is considered in poor condition.

The distresses identified on the GA Ramp are related to various severities of alligator, block, LTD, shrinkage, and longitudinal/transverse cracking, raveling, weathering, joint sealant damage, small patch, and depressions (**Exhibit 2.2**). Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

Objective: Preserve capacity of the Airport.

Exhibit 2.1 GA Ramp – Phase I Overview

Exhibit 2.2 GA Ramp Surface Distresses

Block Cracking

Linear/Transverse Cracking

Raveling

General Conditions of GA Ramp

ATTACHMENT I-03

Project 7.03 Taxiway Connectors A4 - A8 Rehabilitation

Gunnison County
COLORADO

7.03 Taxiway Connectors A4-A8 Rehabilitation

Start Date: June 2024
End Date: June 2025
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$0
Anticipated AIP	$989,248
Anticipated BIL Funds	$1,034,214
CDOT Funds	$112,415
PFC (Pay-Go)	$112,415
Authority Funds	$0
Total	**$2,248,292**

Project Description. This project funds for the design, permitting, construction, and construction administration for sections of the Taxiway A Connectors at A4, A5, A6, and A8 at GUC. Taxiway A has 8 taxiway connectors along the full length of Runway 6-24 (**Exhibit 3.1**).

This project will rehabilitate approximately 14,000 square yards of three (3) inches of AC pavement. Portions of the Taxiway Connectors A4 – A8 were constructed with the Runway 6-24 Rehabilitation project in 2017, however grant regulations did not allow the rehabilitation of the full area of the Taxiway A connectors. This project rehabilitates those area not addressed in the Runway 6-24 Rehabilitation project.

This project will mill approximately 3.5 inches of AC surface course and address any sub-base deficiencies and overlay with 3 inches of AC surface course. Additionally, this project will fund for restriping and reseeding and address any grading issues with the adjacent midfield areas.

The new pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Project Justifications. This project preserves capacity of the airport. According to FAA Order 5100.38D Change 1, *Airport Improvement Program Handbook*, the minimum useful life criterion for pavement rehabilitation is 10 years. The Taxiway Connectors at A5 (TA5GU-01), A6 (TA6GU-01), A7 (TA7GU-01) and A8 (TA8GU-01) was last rehabilitated in May 2004, and A4 (TA4GU-02) was last rehabilitated in August 2006, which exceeds FAA criteria (**Table 3.1**).

Table 3.1 Pavement Section Details

Brand ID	Section ID	Surface Type	Last Construction Date	PCI
TA4GU	02	AAC	August 1, 2006	51
TA5GU	01	AAC	May 1, 2004	52
TA6GU	01	AAC	May 1, 2004	52
TA7GU	01	AAC	May 1, 2004	54
TA8GU	01	AC	May 1, 2004	33

The pavement evaluation completed in 2021 CDOA identified the Taxiway Connectors A4-A8 with PCI ratings ranging from 33 to 54. A PCI below 55 is considered in poor condition.

The distresses identified on the Taxiways A4-A8 related to various severities of [alligator, block, and longitudinal/transverse cracking, raveling, weathering, patching, and depressions] (**Exhibit 3.2**). Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

Objective. Preserve capacity of the Airport

Exhibit 3.1 Taxiway A Connectors A4 – A8

Exhibit 3.2 Taxiway A4-A8 Surface Distresses

Taxiway A4 - Overview of Distresses

Taxiway A4 - Raveling

Taxiway A5 - Overview of Distresses

Taxiway A5 - Block Cracking

Taxiway A6 - Overview of Distresses

Taxiway A6 - Alligator Cracking

Taxiway A7 - Overview of Distresses

Taxiway A7 – Block Cracking

Taxiway A8 - Overview of Distresses

Taxiway A8 – Block Cracking

ATTACHMENT I-04

Project 7.04 GA Apron Expansion - Drainage Improvements

Gunnison County
COLORADO

7.04 GA Apron Expansion – Drainage Improvements

Start Date: June 2025
End Date: August 2026
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$0
Anticipated AIP	$0
Anticipated BIL Funds	$1,023,462
CDOT Funds	$56,859
PFC (Pay-Go)	$56,859
Authority Funds	$0
Total	**$1,137,180**

Project Description. This project funds for the study, design, and construction of the GA Apron Expansion – Draining Improvement project at GUC. This project will evaluate options and make infrastructure improvements to best address stormwater drainage water flow issues at the Airport. The existing drainage ditch is located between the GA apron and Terminal ramps (**Exhibit 4.1**).

This project will install a drainage pipe approximately 900 linear feet connecting to an existing drainage pipe located under Taxiway A and address any regrading of the adjacent areas to comply airfield design standards.

Project Justification. The open drainage ditch, located along the perimeter fence west of the Terminal ramp is approximately 2,500 square yards and extends 815 linear feet northwest from Taxiway A to culverts below South 8th Street. The drainage ditch collects stormwater from two major areas on the airfield; a catchment area of approximately 9 acres of "brown space", consisting of impermeable surfaces and derelict open land, and stormwater runoff from a portion of the midfield area near Taxiway A. The stormwater collected in the midfield area is fed to the drainage ditch via a 270 linear foot pipe located below Taxiway A (**Exhibit 4.2**).

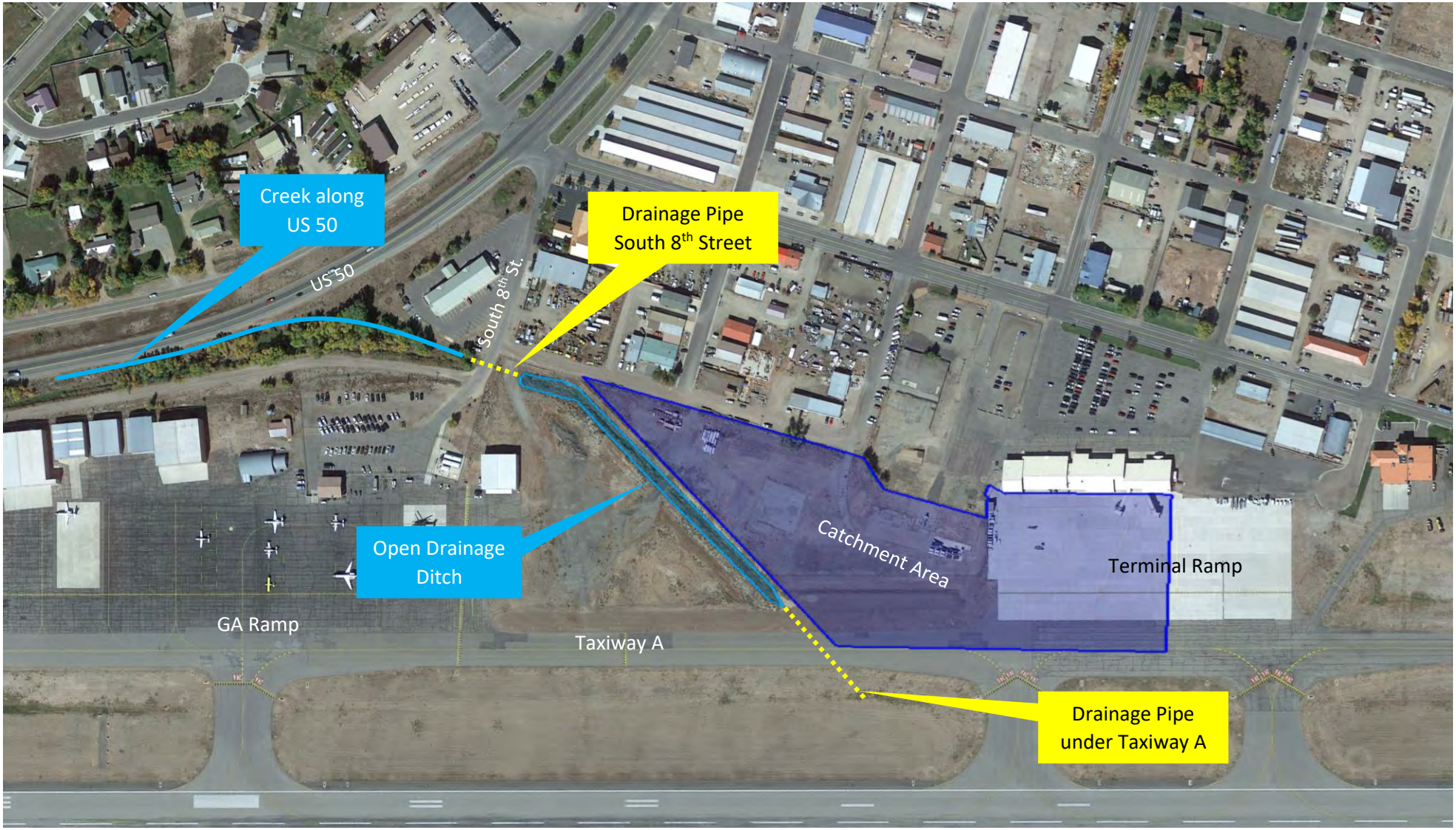
The stormwater flows northwest from the airfield and discharged under South 8th street to a creek located along US 50. During major rain events, the ditch has flooded and made sections of the airfield and taxiway system unusable. Additionally, Airport staff are required to annually maintain this ditch by cutting vegetation and removing excess sediment and debris. The vegetation and standing water attract birds which pose a potential threat to aircraft.

The installation of the underground pipe will preserve capacity of the Airport, by alleviating a potential bird threat and flooding events and allowing the airport to gain additional ramp space.

Objective. Preserves capacity of the Airport

Exhibit 4.1 GA Apron Expansion – Drainage Improvement project Overview

Exhibit 4.2 Drainage Details



ATTACHMENT I-05

Project 7.05 GA Apron Expansion and Runway 17 RPZ South Adjustment

Gunnison County
COLORADO

7.05 GA Apron Expansion and Runway 17 RPZ South Adjustment

Start Date: June 2025
End Date: August 2026
Collection Level: $4.50

Project Funding Source:

Anticipated Discretionary AIP	$4,500,000
Anticipated AIP	$0
BIL Funds	$0
CDOT Funds	$250,000
PFC (Pay-Go)	$250,000
Authority Funds	$0
Total	**$5,000,000**

Project Description: This project funds for the study, design, and construction of the GA Apron Expansion and Runway 17 Runway Protection Zone (RPZ) South Adjustment project. This project will extend the current GA Ramp east to the drainage ditch. The current expansion site is approximately 22,000 square yards of "brown space" which will require extensive excavation, regrading, drainage improvements, installation of sub-base and base course materials and new AC course in support of a new GA ramp (**Exhibit 5.1**). The extended area will also install electrical conduits, lights, signage, and striping.

The new pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Additionally, this project adjusts the Runway 17 end RPZ (**Exhibit 5.2/5.3**). Runway 17-35 is 2,981 linear feet long and 150 feet wide constructed with turf and gravel. This project will reduce the length of Runway 17-35 to alleviate the RPZ restrictions on the GA Ramp Expansion project and future development between the GA and Terminal ramps. The current RPZ ends approximately 1,200 linear feet north of the Runway 17 preventing any development in this area. Adjustments to the RPZ will require identification of runway end, regrading of impacted area, and filing of new runway length data.

Project Justification. This project enhances capacity by providing additional ramp space to either support GA or commercial aircraft or airfield development. There is currently approximately 12 acres of undeveloped, brown space between the GA and terminal ramp areas that cannot be developed due the Runway 17 RPZ. Reducing the length of Runway 17-35 to alleviate the RPZ development restrictions from this area will enhance airfield capacity and allow the County evaluate better uses of this land. The initial development will be to expend the GA ramp to enhance capacity of the airport.

Objective. Enhance capacity of airport

Exhibit 5.1 GA Apron Expansion Overview

Exhibit 5.2 RPZ on GA Apron Area (Screenshot from ALP)

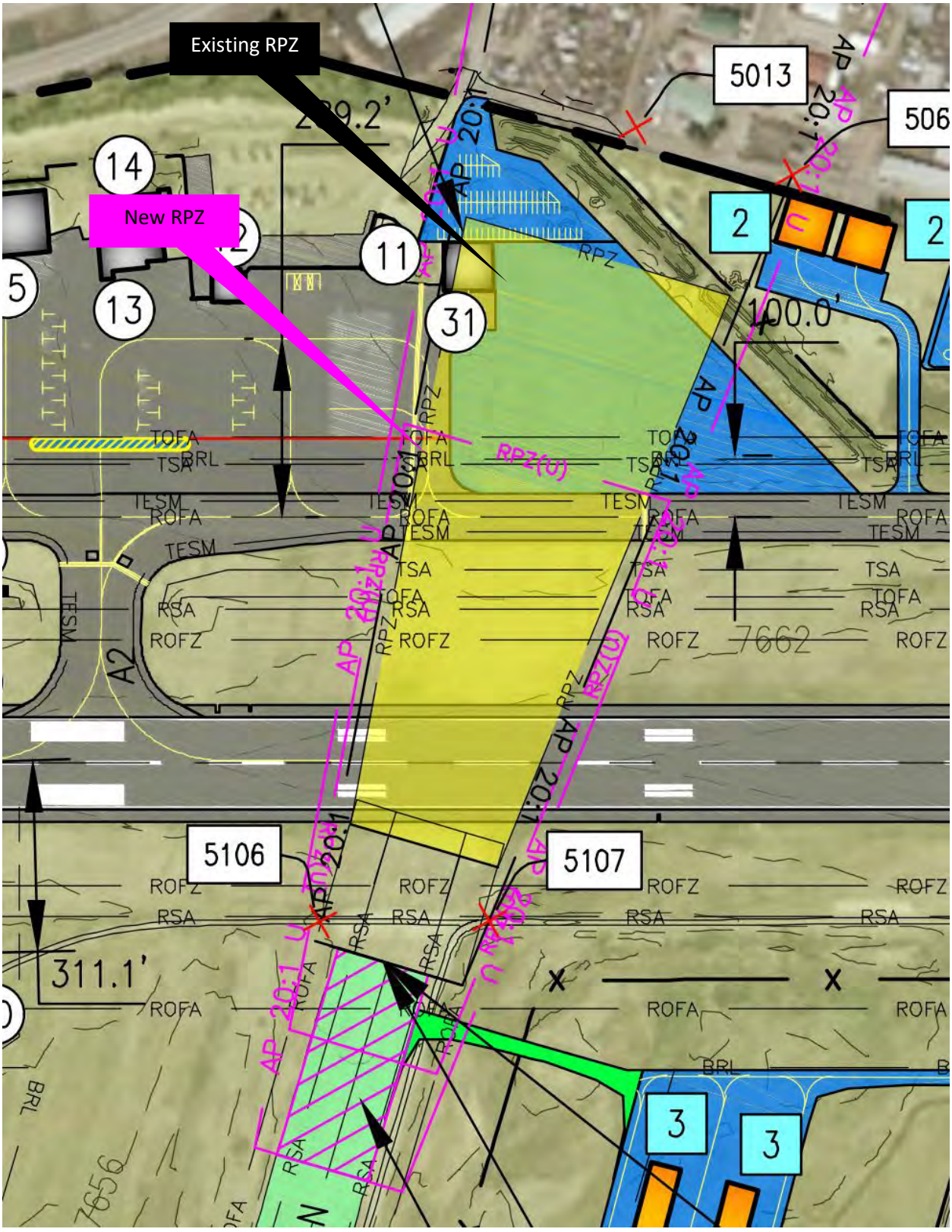


Exhibit 5.3 View of Runway 17-35 and GA Expansion Area

ATTACHMENT I-06

Project 7.06 GA Apron Rehabilitation - Construction Phase II

Gunnison County
COLORADO

7.06 GA Apron Rehabilitation – Construction Phase II

Start Date: June 2024
End Date: August 2025
Collection Level: $4.50

Project Funding Source:

Anticipated Discretionary AIP	$2,000,000
Anticipated AIP	$1,000,000
Anticipated BIL Funds	$750,000
CDOT Funds	$208,333
PFC (Pay-Go)	$208,333
Authority Funds	$0
Total	**$4,166,666**

Project Description. This project funds for the construction and construction administration for the GA Apron Rehabilitation – Phase II project at GUC. The current GA Apron is located west of the Terminal is approximately 41,500 square yards constructed 8 inches AC surface course on 20 inches of sub-base and base course. The GA Apron Rehabilitation – Phase II project only rehabilitates approximately 8,500 square yards of the total ramp.

This project entails a full depth reconstruction GA Ramp. This project will remove approximately 8,500 square yards of the existing 8 inches of AC and address any of the sub-base and base course issues to enhance the integrity of the GA Ramp. Additionally, this project will make drainage improvements, install electrical equipment, and restripe all affected areas. The PCC ramp within the GA Ramp will not be impacted (**Exhibit 6.1**).

The new pavements will be designed in accordance with FAA AC 150/5300-13B, *Airport Design* regulations and all affected areas will be restriped according to AC 150/5340-1L, *Standards for Airport Markings* guidance.

Project Justifications. This project preserves capacity of the airport. According to FAA Order 5100.38D Change 1, *Airport Improvement Program Handbook*, the minimum useful life criterion for pavement rehabilitation is 10 years. The GA apron (section A01GU-02) was last rehabilitated in June 2002, which exceeds FAA criteria (**Table 6.1**).

Table 6.1 Pavement Section Details

Brand ID	Section ID	Surface Type	Last Construction Date	PCI
A01GU	02	AC	June 1, 2002	33

The pavement evaluation completed in 2021 CDOA identified the GA Apron with a PCI rating of 33. A PCI below 55 is considered in poor condition.

The distresses identified on the GA Ramp are related to various severities of alligator, block, LTD, shrinkage, and longitudinal/transverse cracking, raveling, weathering, joint sealant damage, small patch, and depressions (**Exhibit 6.2**). Overall deterioration of the airfield pavement leads to FOD, a safety hazard for operating aircraft, and the continued deterioration of the pavement will inhibit the capacity of the Airport. Therefore, the rehabilitation of these pavement areas is necessary to preserve capacity of the Airport.

Objective. Preserve capacity of airport

Exhibit 6.1 GA Apron Rehabilitation – Phase II Overview

Exhibit 6.2 GA Ramp Surface Distresses

GA Ramp - Overview of Distresses

GA Ramp – Alligator Cracking

ATTACHMENT I-07

Project 7.07 Airport Layout Plan Update

Gunnison County
COLORADO

7.07 Airport Layout Plan Update
Start Date: September 2023
End Date: September 2024
Collection Level: $4.50

Project Funding Source:

Discretionary AIP	$0
Anticipated AIP	$0
Anticipated BIL Funds	$250,000
CDOT Funds	$13,889
PFC (Pay-Go)	$13,889
Authority Funds	$0
Total	**$277,778**

Project Description: This project funds for the development of an Airport Layout Plan (ALP) Update for GUC. The ALP is a drawing set that depicts the full build-out of aviation- and non-aviation-related facilities associated with the preferred development to be developed. This ALP drawing set will adhere to the FAA's prescribed design guidelines and conform to ACs 150/5300-16A, 150/5300-17b, and 150/5300-18B. The ALP set will also include a property inventory map that will reflect the latest Airport property acquisitions.

Project Justification: GUC's previous full Master Plan Study was conducted in 2015 and completed in 2016. The ALP update will address any changes since the completion of the Master Plan study. The ALP is public document and serves as a record of present and future aeronautical requirements and developments. Additionally, the ALP contains information used by the FAA to program future funding assistance and to gauge the airport's compliance with design standards and grant assurances.

Objective: This project preserves the capacity of the Airport.

ATTACHMENT I-08

Project 7.08 PFC Administrative Cost

Gunnison County
COLORADO

7.08 PFC Administrative Cost
Project Start Date: February 2023
Project End Date: December 2023
PFC Level: $4.50

Project Funding Source:

Discretionary AIP	$0
Anticipated AIP	$0
BIL Funds	$0
CDOT Funds	$0
PFC (Pay-Go)	$17,138
Authority Funds	$0
Total	$17,138

Project Description: This project includes direct costs associated with the development and implementation of the County's application to impose and use PFC revenue for the projects listed in this application, including business and financial consultant services in accordance with Part 158 as follows:

- Gathering the necessary project, financial, and statistical information
- Preparing the required public notice
- Preparing the required airline consultation notice
- Ensuring that all procedural requirements are met for the airline meeting
- Preparing the impose and use application
- Preparing responses to air carrier comments
- Preparing the completed application for submittal to the FAA
- Preparing the airline notice of FAA approval.

Project Justification: Retaining a PFC consultant helps ensure PFC applications are filed according to the rules and regulations determined by the FAA. This project is eligible in accordance with Part 158.3, "allowable cost" as explained in that section's preamble.

Project Objective: This project will support the other PFC projects in the County's application that will serve to preserve capacity at the Airport.

ATTACHMENT I-09

Environmental Approvals - (Categorical Exclusions)

Gunnison County
COLORADO

Federal Aviation Administration

Memorandum

Date: May 19, 2023

From: Kandice Krull, EPS

To: File

Subject: Re-evaluation of Gunnison-Crested Butte Regional Airport Apron Project

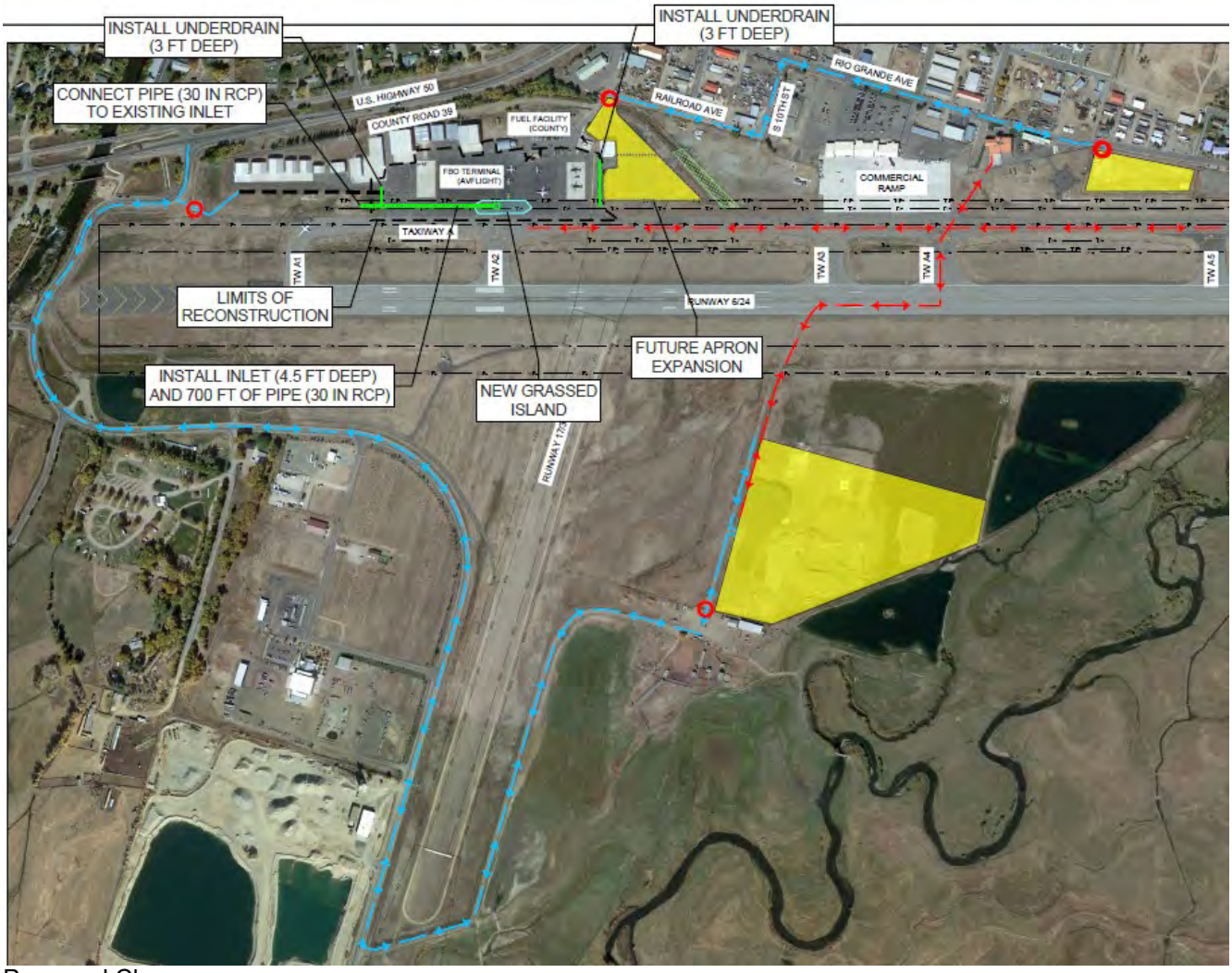
Introduction

The FAA approved a Categorical Exclusion (CATEX) for the proposed General Aviation (GA) Ramp Rehabilitation and Apron Expansion Project at the Gunnison-Crested Butte Regional Airport (Airport) in March 2023. The proposed project includes the rehabilitation of the GA apron pavement (approximately 500,000 square feet) and expansion of the GA apron to the east (approximately 200,000 square feet).

Figure from approved CATEX

Project Changes

The Airport discovered during design that the existing base course could not be reused and that additional drainage was needed. The GA apron will now be reconstructed instead of rehabilitated to be able to replace the existing base course. To improve drainage, the project now includes a new grassed island in the ramp, north of Taxiway A2. The island will be drained by an inlet and storm pipe that will connect to the existing stormwater system.



Proposed Changes

Summary of Environmental Impacts

The proposed changes will not result in any impacts not already disclosed in the approved CATEX. The existing drainage patterns will not be altered and water quality will be maintained. The addition of the island reduces the overall amount of impervious surface at the Airport. The proposed changes do not result in a substantial change in the project and all terms of the CATEX will be implemented.

Conclusion

This memo is an addendum to the approved CATEX. In accordance with FAA Order 1050.1F, Policies and Procedures for Assessing Environmental Impacts, and FAA Order 5050.4B, NEPA Implementing Instructions for Airport Actions, the preparation of a new CATEX is not required. This is not a notice of final project approval, airspace clearance, or funding eligibility or availability. The Airport Sponsor is responsible for compliance with all applicable environmental laws, regulations and procedures, including any applicable Federal and state permits. Please attach this memo to the original CATEX. This environmental decision is generally valid for three (3) years before a re-evaluation could be required, unless current conditions change materially or new information becomes available sooner.

Federal Aviation Administration

Memorandum

Date: April 17, 2023

To: Jesse Lyman, Acting Manager DEN-600

From: Kandice Krull, EPS DEN-621

Subject: Environmental Approval for Categorically Excluded Projects Version 2

The following projects have been reviewed in accordance with the National Environmental Policy Act (NEPA). Under NEPA, the FAA is required to take into account environmental considerations when authorizing or approving Federal actions. Based on the review of the actions described below, the undersigned has determined that the proposed actions are specifically categorically excluded. The projects fall within the specific items identified in FAA Order 1050.1F, Chapter 5 (Categorical Exclusions) and are normally categorically excluded from the requirement for formal environmental assessment when extraordinary circumstances are not present.

The FAA approved Version 1 of this memo in January 2023.

The projects may result in minor temporary impacts during construction. All projects were determined to be either exempt from general conformity requirements, presumed to conform to a State Implementation Plan, or would not result in an increase in air quality emissions.

The Airport Sponsor is responsible for compliance with all applicable environmental laws, regulations and procedures, including any applicable Federal and/or state permits. The Airport Sponsor is also responsible for notifying the FAA if any component of the project changes or if new information becomes available.

The FAA retains authority for these projects because they will either receive federal funding or occur in an area where the FAA retains ALP approval authority. This memo does not provide final project approval, airspace clearance, ALP approval, or funding. This environmental decision is generally valid for three (3) years.

State of Colorado – April 17, 2023 CATEX Memo

Airport Identifier	Airport	Description	CATEX Paragraph
BDU	Boulder Municipal	Seal Airfield Pavement/Joints	5-6.4e
COS	Colorado Springs International	Acquire Lighted Xs	5-6.3h
DEN	Denver International	Rwy 17L/35R Pavement Rehab & Electrical	5-6.3b;4e
DEN	Denver International	Runway 17R/35L Pavement Rehab	5-6.4e
DEN	Denver International	2023 Annual Airfield Pavement Rehab	5-6.4e
DEN	Denver International	Taxiway P Pavement Rehab & Lighting	5-6.3b;4e
GUC	Gunnison-Crested Butte	Taxiway A Connectors	5-6.4e
GUC	Gunnison-Crested Butte	PFC Administration	5-6.1h
GUC	Gunnison-Crested Butte	ALP Update	5-6.1o
LMO	Vance Brand Municipal	Seal Airfield Pavement/Joints	5-6.4e
RIL	Rifle-Garfield County	Seal Airfield Pavement/Joints	5-6.4e
SBS	Steamboat Springs	Fuel System	5-6.4u

State of Utah – April 17, 2023 CATEX Memo

Airport Identifier	Airport	Description	CATEX Paragraph
38U	Wayne Wonderland	Gate Replacement	5-6.4f
U69	Duchesne	Acquire SRE	5-6.3h

State of Wyoming – April 17, 2023 CATEX Memo

Airport Identifier	Airport	Description	CATEX Paragraph
BYG	Johnson County Airport	REIL Replacement	5-6.3b
GCC	Northeast Wyoming Regional	Acquire ARFF Equipment	5-6.3h
GCC	Northeast Wyoming Regional	Airfield Pavement Maintenance	5-6.4e
GCC	Northeast Wyoming Regional	Rehabilitate Runways 16/34 & 3/21	5-6.4e
LAR	Laramie Regional	Reconstruct Runway 03/21 Lighting	5-6.3b

Gunnison
County
COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2023 Ballot Question Discussion

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

For your review: 1) letter asking if you will be coordinating with the County Clerk for the Nov 7, 2023 election (final deadline is 7/28); and 2) the County Strategic Plan with Strategy A-1 highlighted (p. 4 of PDF).

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/13/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/18/2023

Revised April 2015

Gunnison County Strategic Plan

Adopted May 20, 2008
Revised July 21, 2009
Revised May 24, 2011
Revised June 4, 2013
Revised May 5, 2015
Revised April 4, 2017
Revised May 7, 2019
Revised June 7, 2022

Introduction

Since the adoption of Gunnison County's inaugural Strategic Plan in 2008, the County has relied on this living document to prioritize the investment of limited resources in order to achieve the greatest positive impacts within our community. The stability of the Strategic Plan amid the transition of individual Commissioners has led to the completion of many complex capital projects and numerous improvements in service delivery to County residents without raising taxes.

The goals in this Strategic Plan are measurable, which allows for better transparency and accountability so that County residents may easily understand the performance and results of the organization. Over the years, items in the Strategic Plan have been removed due to completion (e.g. capital projects), or they have been updated to be more aggressive after reaching goal benchmarks (e.g. reductions in greenhouse gas emissions). This disciplined strategy for directing resources has won Gunnison County numerous accolades, including the International City/County Management Association (ICMA) Certificate of Excellence in Performance Management for four years straight., This award represents the highest award level, for results and accountability focused service delivery.

While the BOCC typically updates the Strategic Plan biannually, the COVID-19 pandemic delayed the 2020 update by a year as recovery efforts persisted and we endeavored to understand how community needs may have shifted. This resulting Plan was informed by ongoing work defined by the One Valley Prosperity Project (OVPP) and related Roadmap to Resiliency and Recovery, findings from the Gunnison County Community Health Coalition's State of the Community report, collaboration with local organizations and jurisdictions, and outreach and engagement through community surveys, stakeholder engagement and participatory planning processes,

As the challenges associated with managing the COVID-19 pandemic have evolved, so have opportunities with once-in-a-generation investments in areas like jobs, infrastructure, and education. This eighth iteration of the Strategic Plan reflects the current priorities of the County, while allowing for dynamic response to unforeseen needs and opportunities that will best serve Gunnison County residents.

- Liz Smith, District 1 Commissioner

Visit the performance section (http://www.gunnisoncounty.org/performance) of Gunnison County's website to view more information about *Managing for Results*, the outcomes of our biennial citizen surveys, and our published annual performance reports. County Manager Matthew Birnie can be contacted at (970) 641-7602 or mbirnie@gunnisoncounty.org if you have any questions or ideas, or if you would like to have a discussion about the County's strategic planning and performance efforts.

TABLE OF CONTENTS

A. ENSURE SOUND INFRASTRUCTURE **4**

1. By November 30, 2023, Gunnison County will ask the residents of Gunnison County to support a well-developed and informed ballot question to provide adequate funding that will support road and bridge infrastructure, construction and maintenance so that residents and visitors can safely travel on County roads, conduct business, and pursue recreational interests. 4
2. By December 31, 2024, the development and infrastructure for the Shady Island River Park will be completed as generally described in the Shady Island Master Plan.....4
3. By December 31, 2024, Gunnison County will improve the Fairground's site as described in the Fairgrounds Master Plan. Progress will be achieved on the following specific results. 4

B. PROTECT THE ENVIRONMENT **5**

1. Gunnison County shall continue to work with its partners to protect water quality and quantity for in-basin purposes in a manner that is socially, environmentally, and economically sound. 5
2. By December 31, 2024, Gunnison County will work with the ranching community and other landowners to expand the conserved private ranchland in the County by an additional 10,200 acres from the 2018 baseline in order to protect open space and the watershed, ensure access to public lands and trails, and preserve agriculture. 5
3. By December 31, 2030, Gunnison County will work to reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels, thereby improving air quality and addressing climate change as evidenced by: 5

C. PROMOTE PROSPEROUS, COLLABORATIVE AND HEALTHY COMMUNITIES **6**

1. By December 31, 2024, Gunnison County will facilitate efforts to progress equity, diversity, and inclusion within the organizational culture and community by: 6
2. By December 31, 2024, Gunnison County will promote optimal community and family health, safety and well-being through an integrated Health and Human Services team, as measured by: ..6
3. By December 31, 2024, the Juvenile Services Department will have improved the future of Gunnison County residents by reducing youth substance use as evidenced by: 6
4. By December 31, 2024, Gunnison County will facilitate efforts in the valley to stabilize and increase early childhood education, child care and pre-K slots by:.....7
5. By December 31, 2025, Gunnison County will capitalize on the extensive airport facility investments by increasing the airport's economic impact to the community by 20% over the results of the 2020 Colorado Department of Transportation (CDOT) study to $145M, increasing enplanements to 50,000 primarily by reducing passenger leakage, and increasing corporate and general aviation activity. 7
6. By December 31, 2030, in addition to the 88 units the County will have facilitated by the end of 2022, the County will facilitate the construction of 300 new units of the 960 units identified as needed in the most recent Gunnison Valley Housing Needs Assessment. 7

D. DELIVER HIGH QUALITY SERVICES **8**

1. By December 31, 2022, Gunnison County will adopt wildfire risk reduction and mitigation policies to ensure the creation of defensible space and structures that are ignition resistant. 8
2. By December 31, 2023, Gunnison County will establish a north Gunnison area master plan in collaboration with the City of Gunnison. The master plan will be a first step in a larger planning process for the Gunnison to Mt. Crested Butte corridor. 8

A. ENSURE SOUND INFRASTRUCTURE

Strategic Results

1. **By November 30, 2023, Gunnison County will ask the residents of Gunnison County to support a well-developed and informed ballot question to provide adequate funding that will support road and bridge infrastructure, construction and maintenance so that residents and visitors can safely travel on County roads, conduct business, and pursue recreational interests.**

   Lead: Board of County Commissioners

   Team: County Manager (CM) Matthew Birnie, Assistant County Manager (ACM) for Public Works Martin Schmidt, Chief Financial Officer (CFO) Perry Solheim, Assistant County Manager (ACM) for Community & Economic Development Cathie Pagano and County Attorney (CA) Hoyt.

2. **By December 31, 2024, the development and infrastructure for the Shady Island River Park will be completed as generally described in the Shady Island Master Plan.**

   Lead: Assistant County Manager (ACM) for Operations and Sustainability John Cattles

   Team: CM Birnie, ACM Pagano, Senior Planner Rachel Sabbato and CFO Solheim.

3. **By December 31, 2024, Gunnison County will improve the Fairground's site as described in the Fairgrounds Master Plan. Progress will be achieved on the following specific results.**

   a) By July 2023, a multi-purpose space will be developed at the South West end of the site to accommodate the Cattleman's Carnival.

   b) By November 2024, the main parking-lot East of the Multi-Purpose Building will be expanded as described in the Master Plan to increase parking availability, add multi-modal transportation routes from Spruce Street, and create an improved entry plaza for the Rodeo grounds and Multi-Purpose Building.

   Lead: ACM Cattles

   Team: ACM Pagano, ACM Schmidt and Fairgrounds Manager Melody Roper.

B. PROTECT THE ENVIRONMENT

Strategic Results

1. **Gunnison County shall continue to work with its partners to protect water quality and quantity for in-basin purposes in a manner that is socially, environmentally, and economically sound.**

   Lead: CA Hoyt

   Team: CM Birnie, ACM Pagano, CFO Solheim and Geographic Information Systems Manager (GISM) Mike Pelletier.

2. **By December 31, 2024, Gunnison County will work with the ranching community and other landowners to expand the conserved private ranchland in the County by an additional 10,200 acres from the 2018 baseline in order to protect open space and the watershed, ensure access to public lands and trails, and preserve agriculture.**

   Lead: GISM Pelletier

   Team: ACM Schmidt, CA Hoyt, ACM Pagano and CFO Solheim.

3. **By December 31, 2030, Gunnison County will work to reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels, thereby improving air quality and addressing climate change as evidenced by:**

   a) Average EUI (energy use intensity) of commercial and residential buildings will continue to decrease as measured biannually in the County's Greenhouse Gas Inventory *(residential EUI decreased by 7% from 2015-2020, commercial was flat).*

   b) By 2030 average VMT (vehicle miles travelled) will decrease by 8% per capita from 2015 levels as a result of the County's land-use policies, creation of workforce housing near jobs, support of mass transit, and creation of additional multi-modal transportation options.

   Lead: ACM Cattles

   Team: CM Birnie, ACM Schmidt, CA Hoyt, Assistant County Manager (ACM) for Health, Human and Safety Services Joni Reynolds, GISM Pelletier, ACM Pagano and Building and Environmental Health Official (BEHO) Crystal Lambert.

C. PROMOTE PROSPEROUS, COLLABORATIVE AND HEALTHY COMMUNITIES

Strategic Results

1. **By December 31, 2024, Gunnison County will facilitate efforts to progress equity, diversity, and inclusion within the organizational culture and community by:**
    a) Developing a strategic plan to further enhance a welcoming and inclusive organizational culture.
    b) Partnering with the City of Gunnison's Rural Welcoming Initiative and exploring the potential to expand the program county-wide.
    c) Memorializing our commitment to equity, diversity, and inclusion in a values statement.

    Lead: ACM Reynolds and Human Resources Director Lauren Trautz

    Team: CM Birnie, ACM Cattles, ACM Pagano, ACM Schmidt and CA Hoyt.

2. **By December 31, 2024, Gunnison County will promote optimal community and family health, safety and well-being through an integrated Health and Human Services team, as measured by:**
    a) 75% or more of children two years of age will be up-to-date in all recommended vaccinations;
    b) 90% (minimum) of children with a Child Welfare case will not be re-opened due to a new referral within 1 year;
    c) 90% of vital records (birth and death certificates) audited by the State meet all requirements;
    d) 95% of all eligibility determinations for food assistance are completed within 30 days; and
    e) 90% (minimum) of at-risk adults with an Adult Protection case will not be reopened due to a new referral within 1 year.

    Lead: ACM Reynolds

    Team: Deputy Health and Human Services Director Brad Wheaton, Wellness/Enforcement Services Manager Elizabeth Holena, Clinical Services Manager Ariel Tidwell, WIC Educator Beth Coop, Public Health Nurse Ashley Akerlund, Administrative Services Supervisor Blair Burgess, Community Health Services Supervisor (CHSS) Margaret Wacker, and Child Welfare Manager Marilyn Cheever.

3. **By December 31, 2024, the Juvenile Services Department will have improved the future of Gunnison County residents by reducing youth substance use as evidenced by:**
    a) Of the youth 6th – 12th grade who enroll in Choice Pass, less than 10% will violate their pledge;
    b) 70% of parents of 6th – 12th grade students report having had a conversation with their children, as measured by the Gunnison County Substance Abuse Prevention Project (GCSAPP) parent questionnaire;
    c) 5% reduction in youth binge drinking, marijuana, and nicotine rates as evidenced by the Healthy Kids Colorado Survey (HKCS) using 2019 as a baseline;
    d) 2% annual increase in Family Advocacy Support Team (FAST) referrals for elementary aged youth;
    e) 95% of youth/families participating on a FAST will not involuntarily enter the Child Welfare or Juvenile Justice systems (2019 baseline); and
    f) 88% of youth served by Early Intervention will not commit a new offense within one year of program completion (2019 baseline).

    Lead: Juvenile Services Director Kari Commerford

    Team: GCSAPP Manager Emily Mirza, Juvenile Services Data Coordinator John Powell, CHSS Wacker, FAST Coordinator, Early Intervention Program Manager Clay Curtis and RE1-J School District representative Beth Goldstone.

4. **By December 31, 2024, Gunnison County will facilitate efforts in the valley to stabilize and increase early childhood education, child care and pre-K slots by:**
    a) Developing a strategic community plan to maximize current capacity at all licensed providers and expand capacity for infant and toddler care.
    b) Developing a Local Coordinating Organization (LCO) plan for universal preschool implementation.
    c) Outreach, education and support services to increase licensed home providers.

    Lead: ACM Reynolds

    Team: CHSS Wacker, Early Childhood Council (ECC) Coordinator Lana Athey, Gunnison Watershed School District Superintendent Leslie Nichols, Wellness & Enforcement Manager Betsy Holena and CCCAP Coordinator Cheryl Smejkal.

5. **By December 31, 2025, Gunnison County will capitalize on the extensive airport facility investments by increasing the airport's economic impact to the community by 20% over the results of the 2020 Colorado Department of Transportation (CDOT) study to $145M, increasing enplanements to 50,000 primarily by reducing passenger leakage, and increasing corporate and general aviation activity.**

    Lead: Airport Director Rick Lamport

    Team: CM Birnie, ACM Pagano and CA Hoyt.

6. **By December 31, 2030, in addition to the 88 units the County will have facilitated by the end of 2022, the County will facilitate the construction of 300 new units of the 960 units identified as needed in the most recent Gunnison Valley Housing Needs Assessment.**

    Lead: CM Birnie

    Team: ACM Pagano, ACM Cattles, CFO Solheim and Gunnison Valley Regional Housing Authority Executive Director.

D. DELIVER HIGH QUALITY SERVICES

Strategic Results

1. **By December 31, 2022, Gunnison County will adopt wildfire risk reduction and mitigation policies to ensure the creation of defensible space and structures that are ignition resistant.**
   Lead: ACM Pagano
   Team: BEHO Lambert, ACM Schmidt, Public Works Operations Manager Sparky Casebolt, Emergency Manager Scott Morrill and Deputy Emergency Manager Lisa Clay.

2. **By December 31, 2023, Gunnison County will establish a north Gunnison area master plan in collaboration with the City of Gunnison. The master plan will be a first step in a larger planning process for the Gunnison to Mt. Crested Butte corridor.**
   Lead: ACM Pagano
   Team: ACM Schmidt, ACM Cattles, GISM Pelletier and Planner.

GUNNISON COUNTY CLERK & RECORDER – ELECTIONS DIVISION

Ph: (970) 641-7927 | Fax: (970) 642-4675
221 N. Wisconsin St, Gunnison, CO 81230
https://www.gunnisoncounty.org/clerk

March 1st, 2023

Dear Gunnison County Taxing Entity,

Many jurisdictions will be conducting an Election on November 7th, 2023. TABOR required many of these elections to be coordinated with the Gunnison County Clerk.

If the entity you represent is considering an election for the November 7th, 2023 timeframe and plan on coordinating with the Gunnison County Clerk, please complete the following information and return it to our office in the enclosed self-addressed envelope by April 15th, 2023. If you have questions or concerns please contact the Gunnison County Elections office at (970) 641-7927, or email Kathy Simillion (Clerk) (ksimillion@gunnisoncounty.org) or Michael Metcalf (Elections Director) (mmetcalf@gunnisoncounty.org).

Political Subdivision Name: _____

Will you be coordinating with the Gunnison County Clerk for the November 7th, 2023 Coordinated Election? (circle one)	YES	NO

What type of Election(s) will you be coordinating? (select all that apply)

Candidate Election:	YES	NO
Referred Ballot Issue:	YES	NO

Provide Contact Information for your Jurisdiction

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Thank you.

Kathy Simillion

Kathy Simillion
Gunnison County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Intergovernmental Agreement for Dispo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Parks and Wildlife

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

Summary:

This resolution creates a 50% discount for the disposal of carcasses from ranches that have enrolled in the CPW CCAA program. The Candidate Conservation Agreements With Assurances is a program aimed at protecting the Gunnison Sage Grouse (locally) while maintaining the property

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 6/20/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/20/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/18/2023

Revised April 2015

INTERGOVERNMENTAL AGREEMENT FOR DISPOSAL OF CARCASSES

by and between

COUNTY OF GUNNISON

and

COLORADO PARKS AND WILDLIFE

This intergovernmental agreement ("IGA") is entered into between the County of Gunnison, Colorado ("County") and Colorado Parks and Wildlife ("CPW"). County and CPW are referred to in this IGA individually as "Party" and jointly as the "Parties." The Parties are public entities which are political subdivisions of the State of Colorado.

RECITALS

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S. 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of their legislative bodies; and

WHEREAS CPW seeks to dispose of agricultural carcasses pursuant to a program with 30 landowners participating in the Candidate Conservation Agreement with Assurances ("CCAA") as a means of reducing food subsidies to potential predators of the Gunnison sage-Grouse (such as coyotes, foxes, and ravens); and

WHEREAS CPW desires to dispose of wildlife carcasses including those stemming from roadway collisions and other wildlife fatalities; and

WHEREAS the County operates a landfill that has traditionally accepted roadkill carcasses from CDOT at a discounted rate; and

WHEREAS the Parties have a common interest in the safe and effective disposal of animal carcasses within Gunnison County which advances the interest and mission of the Parties. This IGA promotes public safety and the environment in Gunnison County. It will facilitate the safe and effective removal and disposal of carcasses from ranches and other locations. The removal of carcasses from ranches and other locations protects the environment and addresses a Priority 2 Action in the Final Recovery Plan for Gunnison sage-grouse (*Centrocercus minimus*), a federally threatened species; and

WHEREAS, the Parties deem this IGA to be in the best interest of the public;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and conditions expressed below, the Parties do hereby enter into this IGA as follows:

1. CPW may dispose of carcasses recovered in Gunnison County at the Gunnison County landfill at a discounted rate of 50% as determined by the landfill schedule of rates. Cost of disposal will be based on vehicle/trailer poundage before and after disposal on landfill certified scales.

2. The term of this agreement begins on the date all signatures are secured, and renews annually, unless either party terminates this IGA. A Party may terminate this IGA, without cause or penalty, by giving the other Party sixty (60) days advance written notice.

3. The County will bill CPW per project, the project being the number of carcasses delivered to the landfill during a time period, which may be up to a year. Upon closing of the project, the County will send CPW a bill for the project total.

Signed by the parties hereto on the day and year first set forth below.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO	COLORADO PARKS AND WILDLIFE
BY_____	BY_____
TITLE_____	TITLE_____
ADDRESS: 200 E. Virginia Ave Gunnison, CO 81230	ADDRESS:_____ _____
Date_____	Date_____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sawtooth Project; Update and Phase 2 Discussion

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

In preparation for next Tuesday's discussion, a memo outlining the financing for Sawtooth Phase 2

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/14/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 45

Agenda Date: 7/18/2023

Revised April 2015

John Cattles, Assistant County Manager
Gunnison County,
200 E Virginia, Gunnison, CO 81230
Phone: (970) 641-7600
Website: www.gunnisoncounty.org

Memo: Sawtooth Phase – 2 Financing July 13, 2023

Sawtooth will consist of approximately 48 units of housing when fully completed. The project is being contracted in 2 phases; phase-1 is fully funded in the 2023 budget and is anticipated to be complete and ready for occupancy in September. Funding for phase-1 came from a variety of revenue sources with the majority coming from one-time revenue to the County including ARPA. Investing one-time revenue into the project will allow the County to maintain average rents at phase-1 around 80% AMI which is a difficult range to meet in the workforce housing market and a very high area of need in our local housing economy. Because the project is fully funded the County can maintain rents to this difficult to serve segment of the population while generating approximately $250,000 in annual revenue which can be used to support other housing projects and provide a resource for maintenance and eventual capital replacements. This revenue resource that is being developed from the investment of one-time revenues to the County is a strong first step toward a sustainable, renewing, resource to fund future workforce housing projects and maintain projects to high quality standards while meeting the Board's affordability goals.

Phase-2 is in the initial design and planning stage. The County is anticipating a development cost of $11,135,842. The 2023 budgeted amount that can be applied to phase-2, after phase-1 expenses, is approx. $2,850,000 (final values will depend on phase-1 cost which is tracking below budget at this time). We are also expecting to receive an EIAF grant from DOLA of which $237,500 will be dedicated to phase-2. This leaves approximately $8,298,342 to fund the project. At this time we are assuming that balance will be financed utilizing tax-exempt bonds. Given current interest rates we expect the annual debt service to finance that amount will exceed rent revenues by about $360,000 annually which would have to be supplemented from revenue from phase-1 and yet to be identified additional annual budget allocations. Also, the total interest paid over the life of a 20 year loan on the project would be $7,468,508.

Our request today is consideration of a $1,000,000 transfer from the Local Marketing District Fund for the 2024 budget into the Housing Authority Fund for phase-2 of Sawtooth. If this transfer is approved that would lower the financed amount to complete phase-2 to $7,298,342. Rent revenues would still fall short of fulfilling annual debt service costs for phase-2, however, the combined phases of the project would have sufficient revenue to support the annual debt. Additionally, the total interest paid would be reduced to by about $1 million compared to the prior scenario.

Once debt is paid on the Sawtooth project it will generate strong revenue for the County to reinvest in affordable housing projects while maintaining policy flexibility for setting rents according to the needs of the community and maintaining high quality housing in the long-term.

Staff is continuing to pursue grant opportunities for phase-2 and are analyzing resources available in the Affordable Housing Fund for the 2024 budget. If additional funding can be identified for phase-2 beyond what as already been budgeted and the LMD transfer request; then the Sawtooth project could become a revenue generation opportunity immediately and will reduce interest payments, instead redirecting more funding back into the community and affordable housing.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Senior Services Update

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

For your reference - an overview of Senior Resources to be presented 7/18 during the Board of Health meeting.

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/14/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 7/18/2023

Revised April 2015

Senior Resource Programs

Strategic Plan

Program: Individual and Family Health

Program Purpose Statement: The purpose of the Individual and Family Health Program is to provide education, navigation, intervention and health services to individuals and families in our community so that they can be safe and healthy

Program Key Results:

95% of older adults who are served by the Senior Resource Office remain in their own homes

90% of child and adult protection cases not reopened within a year

Target Population: 60+, low income, minority, frail, underserved

Programs

Information, assistance and Referrals

Options counseling

Care Coordination

Community Service Block Grant

Adult Protective Services

RSVP

Senior Meal Program

Funding: Region 10, Next50, HCPF, CDHS, Gunnison County, CSBG

CHALLENGES: OAA decreasing funding, impact and future opportunities

Senior Resource Specialists assist in leveraging available resources, including meal programs, in home services, SNAP. Health First Colorado, Medicare, Cash Assistance Programs, RSVP, Low Income Senior Dental Program.

2022:

5558 contacts with targeted population

96% of consumers served by the Senior Resource Office remain in their own homes

APS: 58 referrals, 16 open cases

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Community Health; Assessment and Health Improvemen

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

For your review before the Board of Health regular meeting scheduled on 7/18: a Community Health Assessment and Health Improvement Plan Update

Fiscal Impact:

Submitted by: Melanie Bollig for Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/12/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 7/18/2023

Revised April 2015

WEST CENTRAL PUBLIC HEALTH PARTNERSHIP

COMMUNITY HEALTH ASSESSMENT

Gunnison County

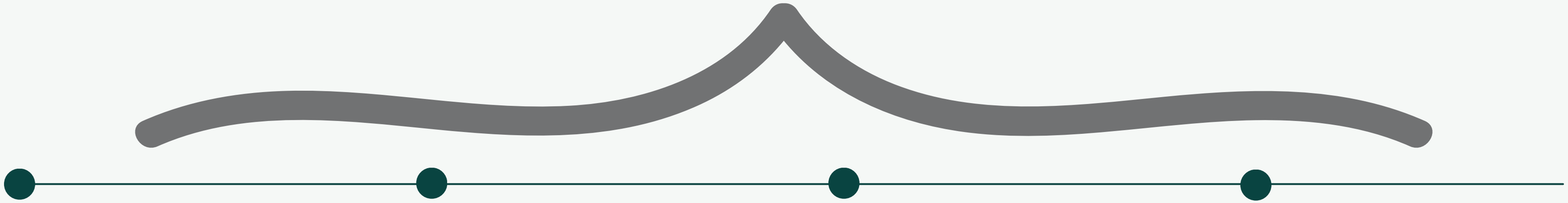
Margaret Wacker, MPH, WCPHP Coordinator
Erika Stoerkel, MPH, WCPHP Grants Coordinator

Joni Reynolds, RN/CNS, MSN
Gunnison County Public Health Director

July 18, 2023

Community Health Assessment & Public Health Improvement Timeline

Community Engagement



Fall 2022

Secondary Data Review

Winter 2023

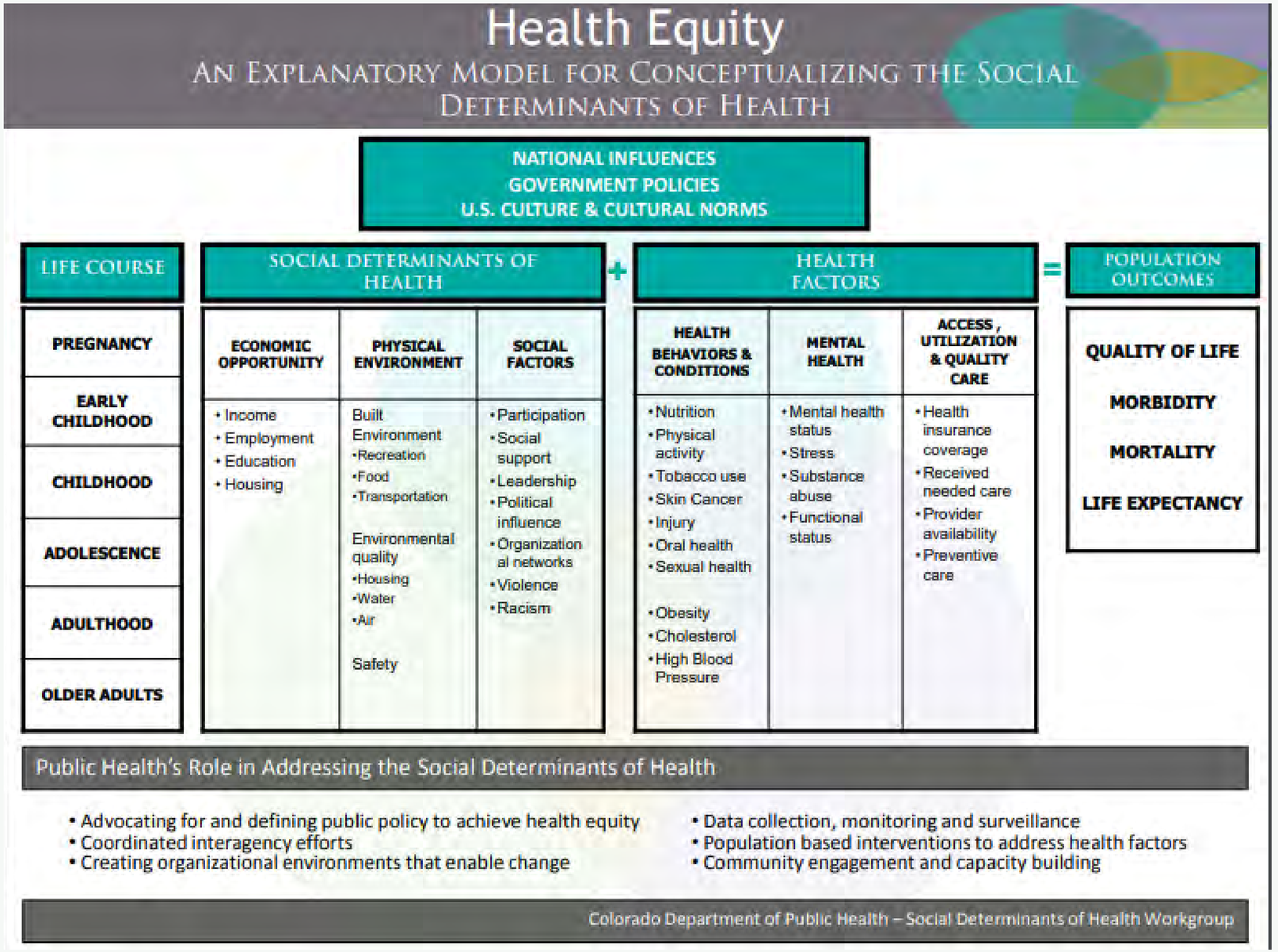
Primary Data Review (Survey and key informants)

Spring 2023

Prioritization Process (Informed by Capacity Assessment, Secondary, & Primary data)

Summer-Fall 2023

Planning Process (Informed by data & community engagement)



https://cdphe.colorado.gov/sites/cdphe/files/PSD_SDOH_Meta-Analysis_long.pdf

Community Health Assessment Data

Community Health Assessment Data

Secondary Data

Quantitative Data (Survey)

Qualitative Data (Key Informant Interviews)

Data Topics

Vulnerable Populations

Behavioral Health

Healthcare Access

Childcare

COVID-19

Affordable Housing

Aging in Place

Barriers

Food Insecurity

Demographics

Secondary Data

Demographics

Total Population

17,119

Population Change from 2010-2020

↑ **Gunnison County: 10.4%**

↑ **Colorado: 14.8%**

Source: Data Source: US Census Bureau, American Community Survey. 2016-20.

Demographics

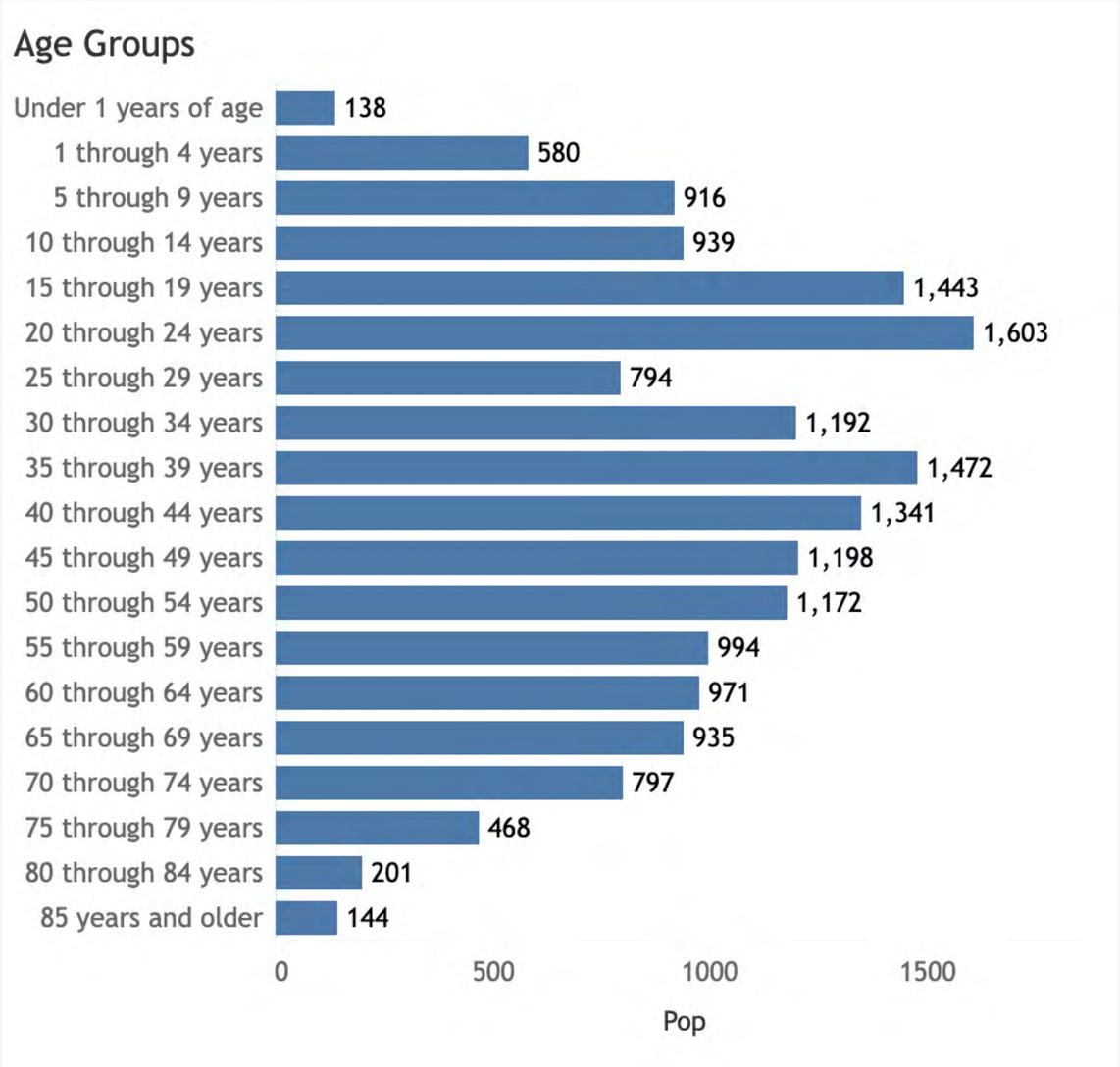
Non-Hispanic White	**86.52%**
Non-Hispanic Black	**0.23%**
Non-Hispanic Asian	**0.38%**
Non-Hispanic Native American or Alaska Native	**1.03%**
Native Hawaiian or Pacific Islander	**0%**
Non-Hispanic Some Other Race	**0.13%**
Non-Hispanic Multiple Races	**2.16%**
Hispanic or Latino	**9.56%**

Source: US Census Bureau, American Community Survey. 2016-20

Secondary Data

Demographics

Gunnison County Population by Age



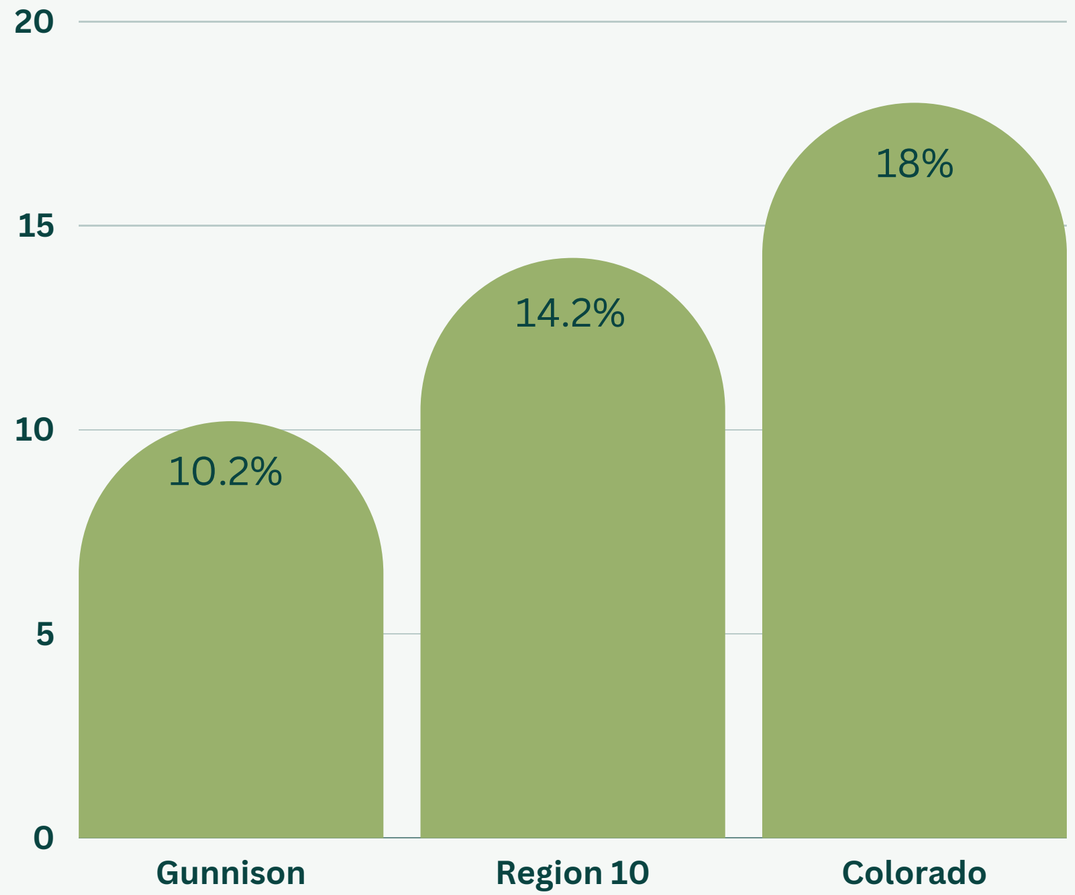
Source: Population Estimates, COHID

Demographics

Secondary Data

Percent of Linguistically Isolated Households

Linguistic isolation is a term used by the US Census Bureau for limited English speaking households. A limited English-speaking household is one in which all members 14 years old and over have at least some difficulty with English.

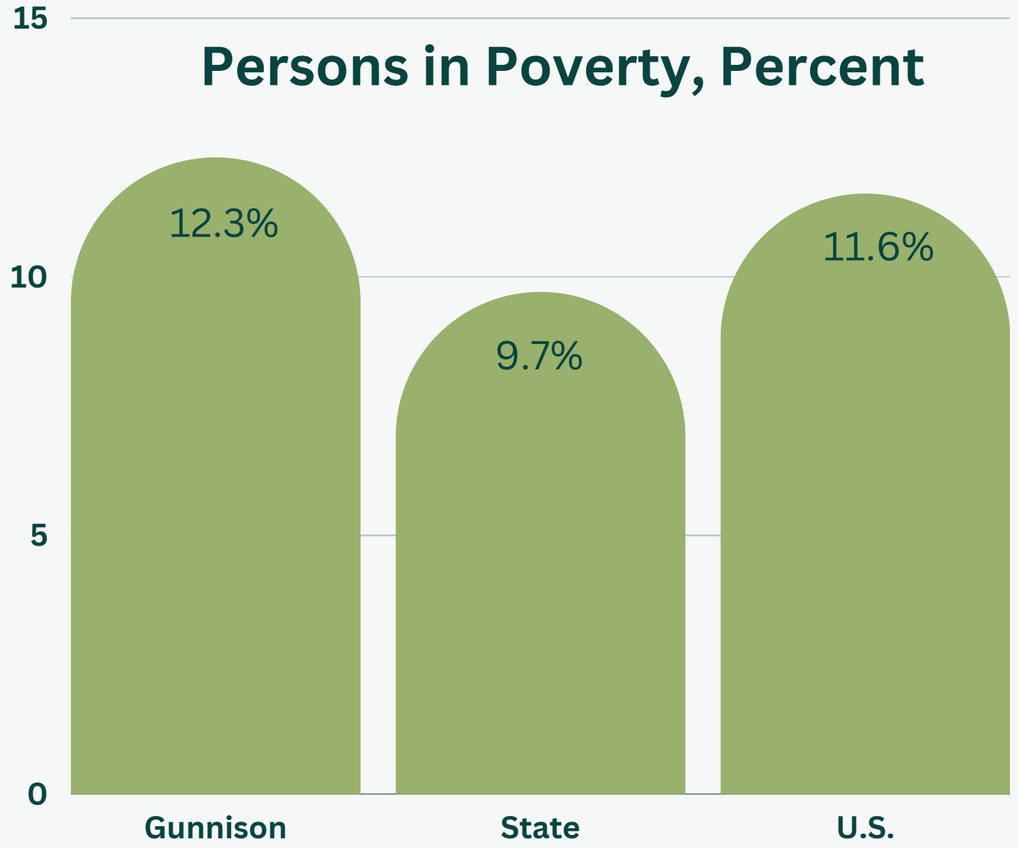


Source: US Census Bureau, American Community Survey, 2015-19

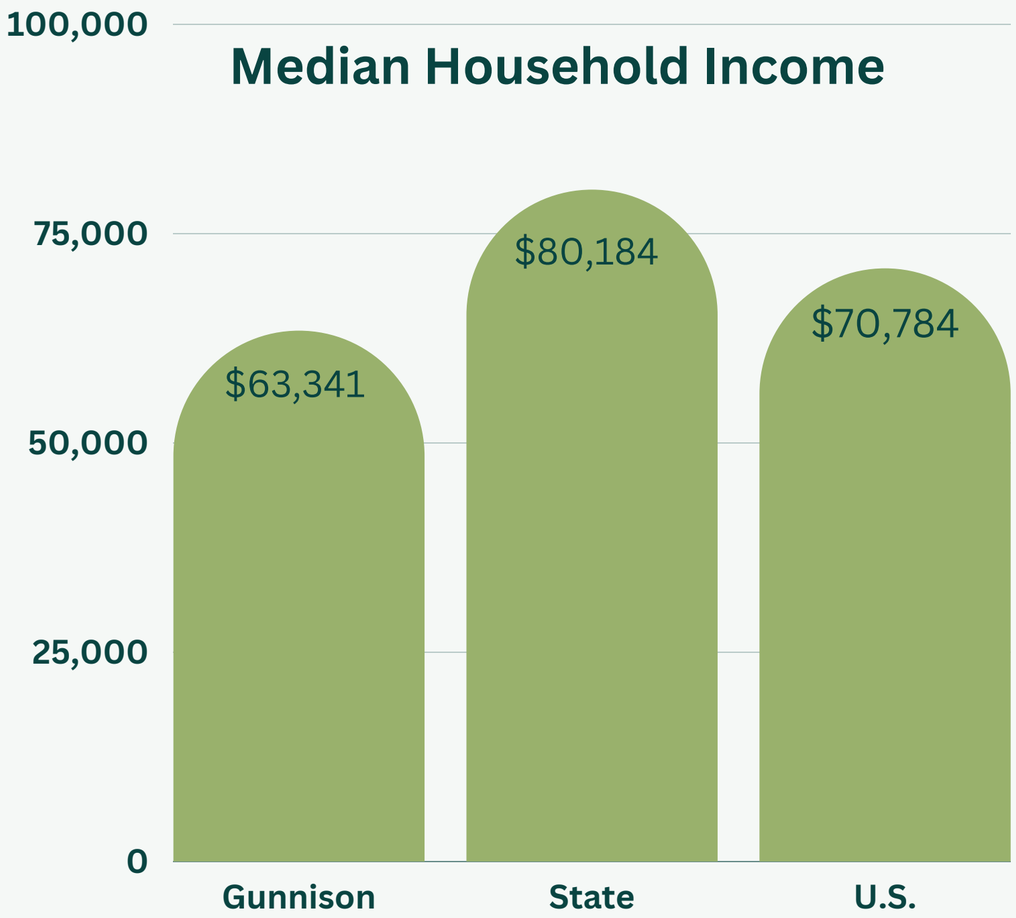
Affordable Housing

Housing and Income

Secondary Data



The Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who is in poverty. If a family's total income is less than the family's threshold, then that family and every individual in it is considered in poverty.



For households and families, the median income is based on the distribution of the total number of households and families including those with no income. The median income for individuals is based on individuals 15 years old and over with income.

Source: Colorado Equity Compass

Behavioral Health

Behavioral Health

Secondary Data

2017 Priority

Adult Current Smokers*

Age Adjusted

13.6%

Colorado 13.9%

Source: BRFSS, SparkMap* 2019

Binge Drinking

males 5+/females 4+ drinks on 1 occasion in the past 30 days

25.5%* ≈ **Colorado 19.1%**

95% CI: 14.2, 36.8 95% CI: 18.4, 19.9

Source: BRFSS, COHID VISION * 2016-2018

No Leisure Time Activity*

Light moderate physical activity

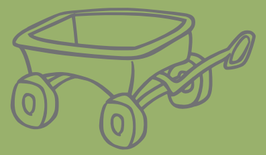
16.4%

Colorado 16.4%

Source: BRFSS, SparkMap* 2019

Child Maltreatment Rate

Physical abuse, sexual abuse, emotional abuse and/or neglect



7.4 per 100,000

Colorado 9.7 per 100,000

2019

Source: Colorado Department of Human Services, COHID

Aging in Place

Secondary Data

Aging in Place (Older Adult Health)

Gunnison County

Percent with a disability

15.4%
65-74 years old
State (22.2%)

49.1%
75+ years old
State (47.5%)

Source: American Community Survey, US Census Bureau, 2015-2019

Ambulatory Difficulty

65 and older

12.7%

State (18.2%)

Source: American Community Survey, US Census Bureau, 2015-2019

Independent Living Difficulty

65 and older

6.9%

State (11.4%)

Source: American Community Survey, US Census Bureau, 2015-2019

Access to Care

Access to care
Insurance

Secondary Data

≈ **10.8%** **Adults without Health Insurance coverage**

Similar to the state (10.8%)

95% CI Gunnison: 9.1, 12.5 **95% CI CO: 10.4, 11.2**

Source: Small Area Health Insurance Estimates, COHID, 2019

≈ **6.9%** **Children without Health Insurance coverage**

Similar to the state (5.7%)

95% CI Gunnison: 5.2, 8.6 **95% CI CO: 5.2, 6.2**

Source: Small Area Health Insurance Estimates, COHID, 2019

≈ **73.3%** **Adults who visited the dentist in the past year**

Similar to the state (67.3%)

95% CI Gunnison: 64, 82.6 **95% CI CO: 66.6, 67.9**

Source: Colorado Health Institute, COHID, 2016, 2018, 2020

7.1% **Children eligible but not enrolled in Medicare or CHP+**

State (6.3%)

Source: Behavioral Risk Factor Surveillance System, COHID, 2019

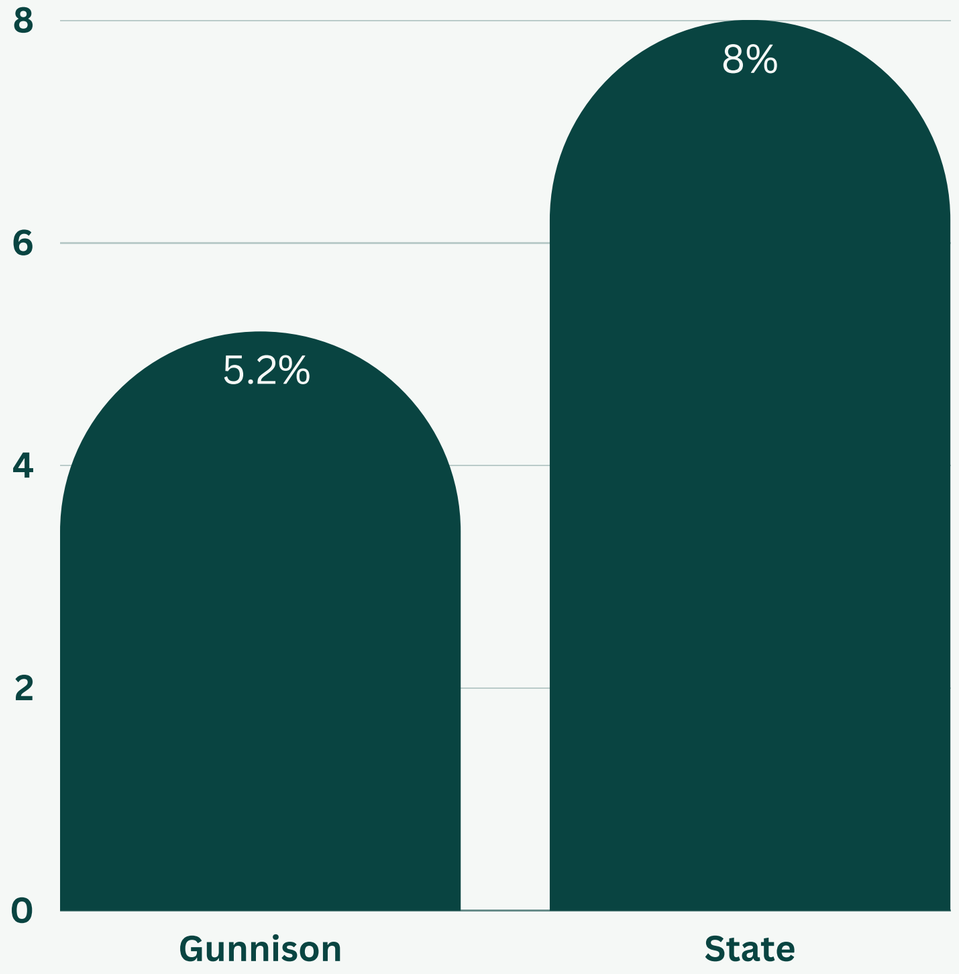
Source: Small Area Health Insurance Estimates, COHID, 2019

Food Insecurity

Food Insecurity

Secondary Data

Population Receiving SNAP Benefits, Percent



Source: US Census Bureau, Small Area Income and Poverty Estimates. 2019.

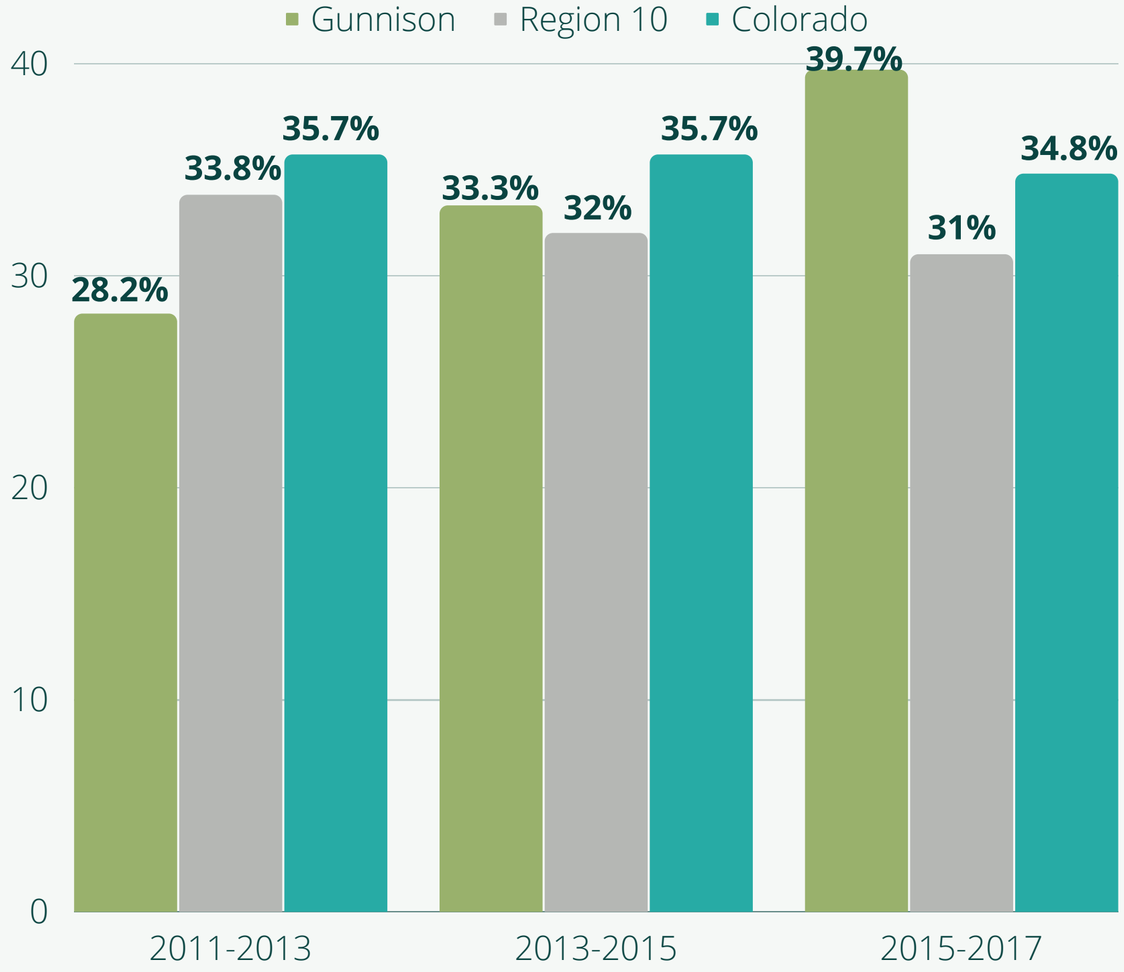
Healthy Eating Active Living

2017 Priority

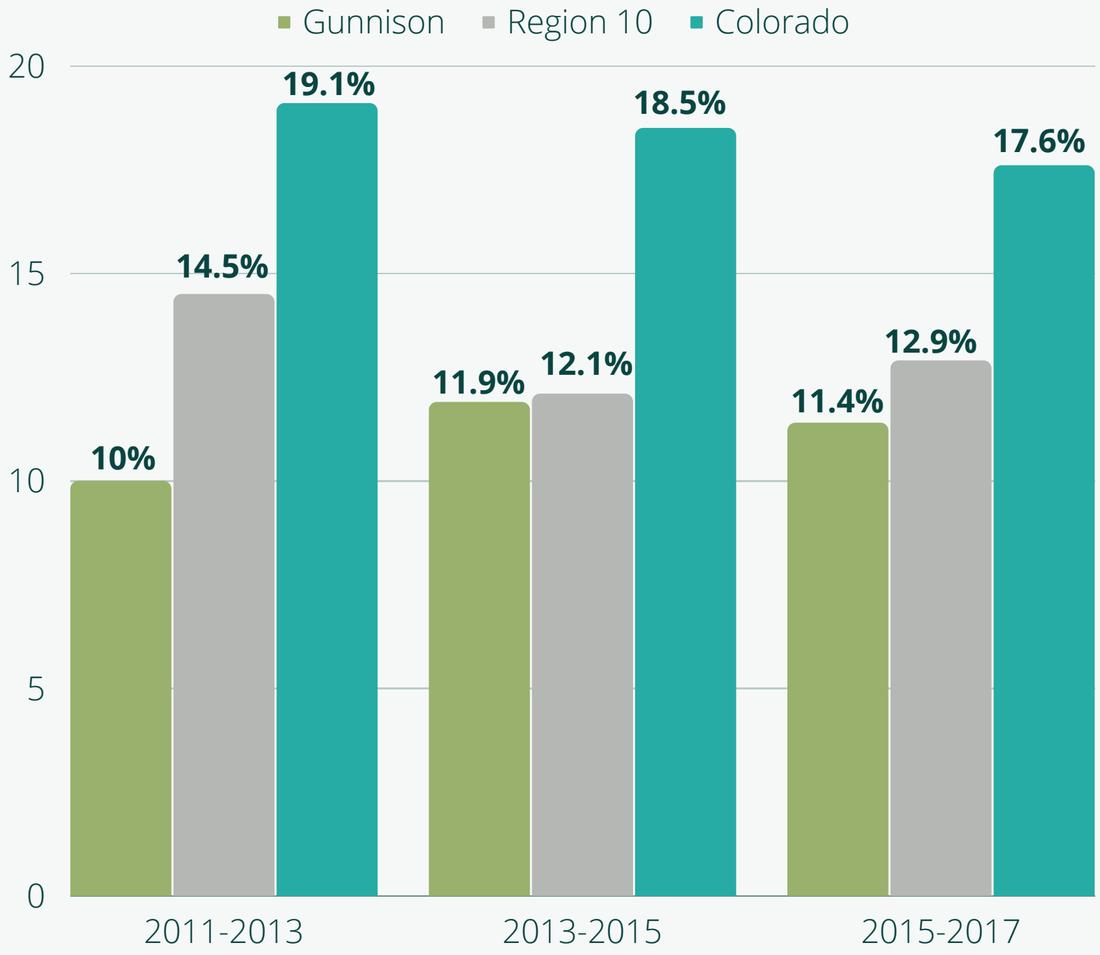
Healthy Eating Active Living

Secondary Data

Fruit consumption less than 1 time per day



Vegetable consumption less than 1 time per day



Source: Behavioral Risk Factor Surveillance System, COHID

Prioritization

Goals for Prioritization

1) Prioritize our region's top health concerns to be included in our Regional Public Health Plan using established criteria

2) Use a matrix of questions and voting process.

3) Informed by data, community engagement (significance), ability to impact (evidence-based strategies) and capacity

4) Consider whether it was a past priority and if there is regional consensus

2019-2023

Public Health Improvement Plan Priorities

- HEALTHY EATING ACTIVE LIVING
- BEHAVIORAL HEALTH
- HEALTHY HOUSING
- COVID-19*

West Central Public Health Partnership

2022/2023 Community Health Assessment

Top Issues

in no specific order

- AFFORDABLE HOUSING
- BEHAVIORAL AND MENTAL HEALTH
- PREVENTION & EDUCATION HEALTH (CHRONIC DISEASES, WOMEN'S HEALTH, CANCER)
- ACCESS TO PRIMARY & SPECIALITY CARE SERVICES
- AGING IN PLACE
- AFFORDABILITY OF CARE
- CHILDCARE
- TRANSPORTATION
- IMMIGRANT ACCESS TO HEALTHCARE RESOURCES

Colorado Health Assessment & Planning System Prioritization Scoring Tool

Significance to Public Health

Does the issue impact a large number or high percentage of people in our community?

Criteria Weight: 1

Do health disparities exist? (Are sub-populations more affected than the general public?)

Criteria Weight: 1

Ability to Impact the Issue

Do strategies exist that can be implemented locally produce the desired outcome?

Criteria Weight: 1

Does community support for change exist, including political will?

Criteria Weight: 1

Capacity to Address the Issue

Is a local organization prepared to take the lead on the issue?

Criteria Weight: 1

Prior Priority:

Was the issues a priority in your last public health improvement plan?

Healthy Eating Active Living
Behavioral Health
Healthy Housing

Criteria Weight: 1

Regional Consensus
Is this a top priority for your county?

Criteria Weight: 2

WCPHP 2022/2023 Community Health Assessment

Ranked Priorities

Results

1. Behavioral and Mental Health	**170**
2. Aging in Place	**140**
3. Prevention & Education Health (Chronic diseases, women's health, cancer)	**139**
4. Environmental Justice	**88**
5. Immigrant Access to Healthcare	**80**
6. Childcare	**75**
6. Access to Primary & Speciality Care	**75**

2024-2028 WCPHP

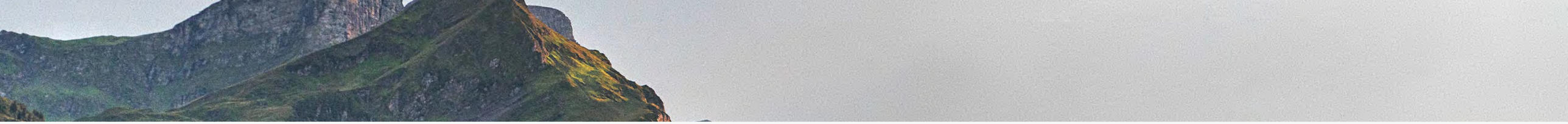
Priority Populations

- Seniors
- Immigrants and non-English speakers
- LGBTQ+
- Children
- Homeless
- Low income

2024-2028 WCPHP

Public Health Improvement Plan Priorities

- Behavioral and Mental Health
- Capacity Building for West Central Public Health Partnership

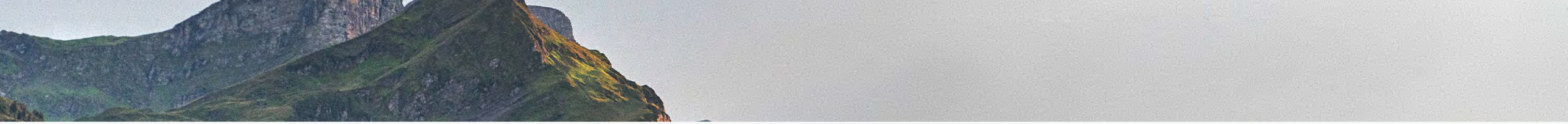


Next steps:

Summer 2023: Planning Process

Fall 2023: Public Health Improvement Plan

2024: Year 1 of Public Health Improvement Plan Implementation



Access CHA Data

http://bit.ly/WCPHPCHA-data

Learn more about WCPHP

www.wcphp.org

Contact Information

Joni Reynolds:
jreynolds@gunnisoncounty.org

Margaret Wacker:
mwacker@gunnisoncounty.org

Erika Stoerkel:
estoerkel@gunnisoncounty.org